

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into as of the 22nd day of December, 2009, by and among ARENA SPORTS MARKETING, LLC ("ASM"), and LIGATT SECURITY, INTERNATIONAL, INC. ("LIGATT") (collectively, ASM and LIGATT are sometimes hereinafter referred to as the "Parties").

WHEREAS, a dispute has arisen between ASM, and LIGATT regarding that certain Sponsorship Agreement between ASM and LIGATT effective as of October 1, 2009 attached hereto as Exhibit 1 (the "Sponsorship Agreement"); and

WHEREAS, the Parties desire to settle, compromise and resolve all issues and alleged damages related to the Sponsorship Agreement.

NOW, THEREFORE, in consideration of the promises, covenants and other terms set forth and referred to herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Settlement Payments and Consideration to ASM.

LIGATT shall pay to ASM as follows: Eight Thousand Three Hundred Thirty Three and 33/100 Dollars (\$8,333.33) on or before December 22, 2009. LIGATT shall pay in lawful money of the United States, in immediately available funds, either by certified check or wire transfer.

2. Default. If ASM does not receive payment as set forth in Section 1 of this Agreement by the date specified for such payment, LIGATT shall be in default of this Agreement and if such non-payment is not cured within two (2) business days after ASM and/or ASM notifies LIGATT of such non-payment in writing. In the event of a default by LIGATT, ASM shall be entitled to immediately proceed with attempts to collect all contractual and other damages under the Sponsorship Agreement.

3. Releases.

(a) Conditioned upon ASM's full and timely performance under this Agreement, LIGATT, on behalf of itself, and its subsidiaries, affiliates, successors and assigns, and its and their officers, directors, shareholders, representatives, employees, agents, and their estates, successors and assigns, does hereby release, remise, discharge and forever acquit ASM, its parents, ultimate parents, subsidiaries, affiliates, successors, licensees and assigns, and their officers, managers, members, directors, shareholders, employees, agents, attorneys, and their estates, successors and assigns, from any and all actions, causes of action, suits, debts, claims and demands whatsoever, in law or equity, whether known or unknown, which it ever had, now has, or hereafter can, shall or may have against ASM arising out of or relating to the Sponsorship Agreement from the beginning of the world to the date of this Agreement.

(b) Conditioned upon LIGATT's full and timely performance under this Agreement, ASM, on behalf of itself and its subsidiaries, affiliates, successors and assigns, and its and their officers, managers, members, directors, shareholders, representatives, employees, agents, and their estates, successors and assigns, does hereby release, remise, discharge and forever acquit LIGATT, its corporate parents, ultimate parents, subsidiaries, affiliates, successors, licensees and assigns, and their officers, directors, shareholders, employees, agents, attorneys, and their estates, successors and assigns, from any and all actions, causes of action, suits, debts, claims and demands whatsoever, in law or equity, whether known or unknown, which it ever had, now has, or hereafter can, shall or may have against LIGATT arising out of or relating to the Sponsorship Agreement from the beginning of the world to the date of this Agreement.

4. Scope of Releases.

(a) Each Party hereby acknowledges and agrees that the release granted to the other Party herein is a general release of all claims that it has arising out of or relating to the Sponsorship Agreement, and further expressly waives and assumes the risk of any and all claims for damages or other relief arising out of or relating to the Sponsorship Agreement that exist as of this date but which it does not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, which, if known, would materially affect its decision to enter into this Agreement.

(b) The Parties agree that, notwithstanding the releases granted herein, nothing in such releases shall be deemed to waive any Party's right to enforce the terms of this Agreement or enforce a legal or equitable right as a result of a breach of this Agreement.

5. No Admission. This Agreement constitutes the settlement by compromise of disputed claims and does not constitute an admission of any Party of liability for the matters settled hereunder.

6. Authority. Each Party hereby represents and warrants that: (a) the person executing this Agreement on its behalf is duly authorized to bind the Party purporting to be bound thereby; (b) all corporate or limited liability company formalities and approvals required to authorize the entry into and performance of this Agreement have been or will be undertaken; and (c) the entry into and performance of this Agreement is not barred, prohibited or impaired by any law, rule, regulation, contract, judgment, or decree by which that Party is bound.

7. Assignment of Claims. Each Party hereby expressly warrants and represents that it is the owner of all claims released by it herein, that it has not assigned or transferred or purported to have assigned or transferred voluntarily or by operation of law or otherwise any of the claims

released by it herein or any portion thereof, and further agrees that it will indemnify and hold harmless the other Parties from any and all claims so assigned or transferred.

8. Entire Agreement. This Agreement represents the entire agreement and understanding between the Parties hereto regarding the subject hereof. Any prior or contemporaneous written or oral communications between the Parties hereto are superseded hereby, and no amendment, modification or waiver of this Agreement shall be valid unless in writing and signed by each Party hereto. Each Party specifically represents and warrants that this Agreement is executed without reliance on any statement or representation of fact or opinion by any Party hereto except as otherwise set forth herein.

9. Forum Selection Clause. Each Party hereby (a) submits to the jurisdiction of the United States District Court for the Northern District of Georgia and/or of any Georgia state court sitting in Atlanta for the purposes of all legal proceedings arising out of or relating to this Agreement; and (b) irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the venue of any such proceeding which is brought in such a court.

10. Severability. If any term or condition of this Agreement or the application thereof to any entity or circumstance shall to any extent be declared invalid or unenforceable, neither the remainder of this Agreement nor the application of such term or condition to any other entity or circumstance shall be affected thereby, and each remaining term or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. Additional Provisions.

(a) This Agreement shall be governed by and construed according to the laws of the State of Georgia.

(b) The titles of the sections in this Agreement are for reference only, and shall not be considered to be part of this Agreement for purposes of its construction or interpretation.

(c) No Party shall assign this Agreement or any of its rights, benefits, duties or obligations under this Agreement to a third party without the written consent of the other Parties.

(d) This Agreement shall be binding upon and shall inure to the benefit of each of the Parties hereto, and each of their respective successors and permitted assigns.

(e) The Parties hereto acknowledge and agree that this Agreement is the product of arm's-length negotiations between the Parties, that they have read the terms of this Agreement, that they have been assisted by counsel of their choosing with respect to this Agreement, that they fully understand the terms of this Agreement, and that they have entered into this Agreement voluntarily and with full knowledge of the effects hereof.

(f) If not otherwise indicated herein, references to ASM and LIGATT shall be read to include each of their respective parents, ultimate parents, subsidiaries, affiliates, successors and assigns and present and former officers, directors, shareholders, managers, members, employees, attorneys and agents.

(g) In the interpretation and construction of this Agreement, no account shall be taken of which among the Parties was the originator or drafter of this Agreement, or of any of its specific provisions.

(h) This Agreement may be executed in two or more identical counterparts, which, when delivered shall constitute one and the same instrument and shall be enforceable as if all Parties had executed a single document.

[SIGNATURES BEGIN ON NEXT PAGE]

WHEREFORE, the Parties have caused this Agreement to be executed and delivered as of the date first written above.

ARENA SPORTS MARKETING, LLC

BY: _____

ITS: _____

LIGATT SECURITY, INTERNATIONAL, INC.

BY: _____

ITS: _____

Exhibit 1

Sponsorship Agreement



October 13, 2009

Greg Evans
LIGATT Security, International, Inc.
6055 Peachtree Pkwy.
Ste. 240-147
Norcross, GA 30092

Re: LIGATT Security International, Inc. - Partnership Letter of Agreement

Dear Greg:

This Letter of Agreement ("Agreement") is effective as of October 1, 2009 ("Effective Date"), by and between LIGATT Security International, Inc., ("LIGATT Security" or "Sponsor"), a California corporation, with its principal place of business at 11200 National Blvd, Ste 178, Los Angeles, CA 90064 and with its local address at the address above, and Arena Sports Marketing, LLC ("ASM"), a Georgia limited liability company, with its principal place of business located at the address below, as agent to license and sell certain sponsorship benefits on behalf of the Atlanta Hawks, L.P. ("AHLF"), the holder of the franchise of the Atlanta Hawks ("Hawks" or "Team"), a professional basketball team in the National Basketball Association ("NBA"); Atlanta Hockey Club, LLC ("AHC"), the holder of the franchise of the Atlanta Thrashers ("Thrashers" or "Team"), a professional hockey team in the National Hockey League ("NHL"); and Arena Operations, LLC ("AO"), the operator of the sports, concert and entertainment facility located at One Phillips Drive, Atlanta, Georgia 30303 and commonly known as Phillips Arena ("Arena"). In consideration of the mutual promises contained herein and the mutual benefits to be derived therefrom, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

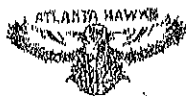
ASM shall provide LIGATT with the sponsorship benefits on Exhibit A attached hereto and incorporated herein, commencing on the Effective Date through the last regular season home game of the 2009-2010 Atlanta Hawks NBA and/or Atlanta Thrashers NHL regular seasons (whichever is later), subject to any provisions to the contrary provided herein or unless sooner terminated in accordance with the terms herein ("Term"). In exchange, LIGATT shall provide ASM with a Net Trade Investment of Fifty Thousand and 00/100 Dollars (\$50,000.00) to be used between the Effective Date and November 1, 2010, as described in Attachment A, consisting of technical support and a Net Cash Investment of One Hundred Thousand and 00/100 Dollars (\$100,000.00) ("Sponsorship Fee") due and payable in twelve (12) equal payments of eight thousand three hundred thirty dollars and thirty three cents and 00/100 (\$8,333.33) due and payable on the first of each month beginning on November 1, 2009 and ending on August 1, 2010 by wire transfer in immediately available funds. In addition, LIGATT shall provide all advertising materials, logos, etc. set forth in Exhibit A.

This letter agreement is subject to the Standard Terms and Conditions and the Sponsorship Agreement Terms set forth on Exhibits B and C attached hereto and incorporated herein by reference. The parties intend and agree that this letter agreement is binding.

If the above correctly states our agreement, please sign in the space provided below and return it to me for our files. I will return a copy for your files. We appreciate your partnership and look forward to working with you. Should you have any questions, please feel free to contact me at 404-878-3464 or email at boma.ekyor@atlantaspirit.com.

Best regards,

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Borna Eklyor

SEEN AND AGREED:

LIGATT Security International, Inc.

Name: Gregory EVANS
Type or Print Name

Signature: [Signature]

Its: CEO

Date: 10-13-09

Arena Sports Marketing, LLC

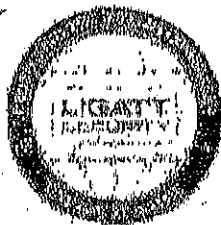
Name: Tracy White

Signature: [Signature]

Its: CSO/SVP

Date: 10/16/09

Attachment A



LIGATT SECURITY

Listed below is a short description of the work that LIGATT Security International (LSI) will perform for Phillips Arena, Atlanta Thrashers, and Atlanta Thrashers for \$50K over a 1 year period

1. LSI will install computer tracking software called LocatPC to help assistance in finding any lost or stolen computers. This includes all desktop and laptop computers. \$100.
2. LSI will perform an outside and inside computer security audit. \$15,000
3. LSI will write a new version of Turla that will monitor Phillips Arena network to notify the IT department of all unauthorized computers running on the Phillips Arena network. \$25,000
4. LSI will read all security policy already in place and write new policies as needed. \$2,500
5. LSI will train all 300 Phillips Arena employees on the new security policies over a 1-month period. \$2,500
6. LSI will locate the right type of IPsec IDS system that can be integrated with the existing firewall and routers already in place. \$2,500
7. LSI will make a landing page for the wireless network used by all vendors. This landing page will record all traffic connected to the wireless access point. \$12,500
8. LSI will provide computer tracking training to all IT staff. \$1,400.00

Have a Blessed Day,

Gregory Evans
CEO
LIGATT Security International

LIGATT.COM

Protecting the World's Computers One CPU at a Time



LIGATT SECURITY

11209 National Blvd. | Suite 178 | Los Angeles, California 90292
6050 Peachtree Pkwy. | Suite 240-147 | Norcross, Georgia 30092
[O] 866.354.4288 | [F] 866.420.4503

Listed below is a short description of the work that LIGATT Security International (LSI) will perform for Phillips Arena, Atlanta Hawks, and Atlanta Thrashers for \$50k over a 1 year period.

1. LSI will install computer tracking software called LocatePC to help assistant in finding any lost or stolen computers. This includes all desktop and laptop computers. \$100.
2. LSI will perform an outside and inside computer security audit. \$15,000
3. LSI will write a new version of Tattle that will monitor Phillips Arena network to notify the IT department of all unauthorized computers running on the Phillips Arena network. \$15,000
4. LSI will read all security policy already in place and write new polices as needed. \$2,500
5. LSI will train all 300 Phillips Arena employees on the new security policies over a 1-month period. \$2,500
6. LSI will locate the right type of IPS/IDS system that can be integrated with the existing firewalls and routers already in place. \$2,500
7. LSI will make a landing page for the wireless network used by all media. This landing page will record all traffic connected to the wireless access point. \$12,500.
8. LSI will provide computer hacking training to all IT staff. \$2,400.00

Have a Blessed Day,

Gregory Evans
CEO
LIGATT Security International

LIGATT.COM

Protecting The World's Computers One CPU At A Time

**EXHIBIT A
SPONSORSHIP ELEMENTS**

- During the Atlanta Hawks and Atlanta Thrashers 2009-2010 Regular Seasons, as determined by NBA and NHL rules and regulations, Sponsor shall receive the following benefits:

MARKETING:

1. Official Provider Designation - The designation of "The Official Cyber Security Provider for Phillips Arena, Atlanta Hawks and Atlanta Thrashers." ASM on behalf of the Atlanta Thrashers, Atlanta Hawks, and Phillips Arena will provide Sponsor with a letter, on each of their respective official letterheads, stating that during the Term "LIGATT Security International, Inc. is The Official Cyber Security Provider for each respective organization";
2. Hawks On-Court Promotion - Sponsorship of a customized on-court intermission contest during twenty (20) Atlanta Hawks 2009-2010 Regular Season home games;

SIGNAGE:

1. LED Fascia - Sponsor will receive exposure on approximately nine hundred (900) linear feet of rotating fascia signage during each Atlanta Hawks regular season home game. Minimum exposure of two (2) minutes total throughout each game, the timing during each game of which is subject to change at ASM's sole discretion.
2. Hawks Rotational Courtside - Sponsor will receive one (1) minute of courtside DLP signage for each 2009-2010 Atlanta Hawks regular season home game (excluding nationally televised games).

TICKETS:

1. Sponsor will receive two (2) Courtside Tickets to each of two (2) pre-determined Atlanta Hawks 2009-2010 regular season home games.

RAIDIO:

1. Atlanta Hawks Radio. Sponsor will receive one (1) :30 commercial spot per game in each Atlanta Hawks regular season game broadcast via the Atlanta Hawks radio network (currently WQXI Sports Radio AM 790 The Zone).
2. Atlanta Thrashers Radio. Sponsor will receive one (1) :30 commercial spot per game in each Atlanta Thrashers regular season game broadcast via the Atlanta Thrashers radio network (currently WCNN Sports Radio AM 680 The Fan).

EVENTS:

1. Sponsor will be invited to all applicable ASM and Premium Seating events.

END OF SPONSORSHIP ELEMENTS

EXHIBIT B
STANDARD TERMS AND CONDITIONS

1. Termination of Agreement. This Agreement may be terminated by ASM if Sponsor materially breaches this Agreement and fails to cure such breach pursuant to the terms of this Section. This Agreement may be terminated by Sponsor if ASM materially breaches this Agreement and fails to cure such breach pursuant to the terms of this Section. If ASM or Sponsor believes that a breach of this Agreement has occurred, it shall provide the non-breaching party with written notice of the breach, including specific details regarding the nature of the breach. Except as otherwise provided herein, ASM's and Sponsor's obligations under this Agreement shall be suspended when such notice is provided and will not be resumed until the breach is cured. However, all payments under this Agreement, which were due before or on the date of receipt of the written notice of breach, shall be made. If the breaching party does not cure the breach within thirty (30) days of receipt of notice of the breach, then ASM may provide Sponsor with written notice of the termination of this Agreement. Termination of the Agreement shall not be the exclusive remedy of the non-breaching party. Notwithstanding the foregoing, this Agreement may be terminated immediately by ASM if (i) any petition is filed by or against Sponsor under any bankruptcy law or any other applicable insolvency or other similar law and such petition is not dismissed within twenty (20) days after the date of such filing; (ii) Sponsor becomes insolvent or transfers property to defraud creditors; (iii) Sponsor shall make an assignment for the benefit of creditors; or (iv) if a receiver is appointed for any of the assets of Sponsor. In the event ASM elects to terminate this Agreement pursuant to this Section, written notice of termination shall be given to Sponsor, and ASM shall have the right to take such action as is necessary to remove Sponsor's presence from Phillips Arena immediately. Upon the early termination of this Agreement by ASM pursuant to this Section, all payments due from Sponsor hereunder for the entire Term shall, at ASM's sole option, accelerate and become immediately due and payable in full.

2. Sponsorship Fee Payment. Sponsor shall pay the Sponsorship Fees in immediately available funds. Interest shall accrue at the rate of one and one-half percent (1.5%) per month on the balance of any sponsorship fees that are not made within five (5) days after the date due. Sponsor shall be responsible for and shall pay any and all taxes,

including sales taxes, imposed as a result of any payments made to ASM or otherwise pursuant to the terms of this Agreement, other than income taxes imposed upon ASM.

3. Governing Law/Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without giving effect to its choice of law or conflicts of laws provisions. The parties agree that the federal and state courts in the State of Georgia shall have personal jurisdiction over the parties with respect to, and that venue shall be proper in such courts with respect to, and that such courts shall be the exclusive forum for the resolution of any matter or controversy arising from or with respect to this Agreement.

4. NBA Rules. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall in all respects be subject to and subordinate to NBA Rules.

5. NHL Rules. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall in all respects be subject to and subordinate to NHL Rules.

6. Arena Operating Agreement. This Agreement is subject to the terms and conditions of the Operating Agreement dated as of November 15, 1997 by and among AO's predecessor in interest, Turner Arena Operations, Inc., and The City of Atlanta and Fulton County Recreation Authority ("AFCRA"), The City of Atlanta, and Fulton County.

7. Representations and Warranties. Each party represents and warrants to the other party that (i) it has the full power and authority to enter into and perform this Agreement; (ii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary action on its part; (iii) this Agreement has been duly executed and delivered on behalf of such party and is the valid and binding obligation of such party, enforceable against such party in accordance with its terms; (iv) the entering into and performance by such party of this Agreement will not breach or violate any provision of any indenture, mortgage, lien, lease, agreement, order, judgment, or decree to which such party is a party or by which its assets or properties are bound; and (v) it shall comply with all Applicable Laws at all times during the Term of this Agreement.

8. Assignment. Sponsor shall not have the right to assign any of its rights, benefits, licenses, or other opportunities or assign or delegate any of its

duties hereunder, in whole or in part, without the prior approval of ASM, and any attempted assignment in contravention of this provision shall be null and void and of no force or effect.

9. Relationship of the Parties. The relationship of Sponsor and ASM under this Agreement shall be that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, agency, partnership or any other relationship other than that of independent contractors. Sponsor and ASM acknowledge and agree that each is engaged in a separate and independent business and neither shall state, represent or imply any interest in or control over the business of the other.

10. Force Majeure. Neither party shall be in breach of this Agreement in the event of non-performance due to an act of God, natural disaster, catastrophe, accident, fire, labor dispute, lockout, strike, riot or civil commotion, act of public enemy, governmental act, regulation or rule, failure of technical facilities, a day of national mourning, emergency or other circumstance or event beyond the control of the parties to this Agreement including, without limitation, labor disputes involving the NBA or NHL players which result in missed games ("Event of Force Majeure"). The parties' respective performance under this Agreement will be suspended during such Event of Force Majeure, each party shall resume performance of this Agreement upon the conclusion of such Event of Force Majeure, and the parties shall confer in good faith to determine if any remedial action is necessary as a result of such Event of Force Majeure.

11. Disclaimer of Liability. None of ASM, Atlanta Hockey Club, INC. ("AHC"), Atlanta Hawks, LP ("AHLF"), Arena Operations, INC. ("AO"), Thrashers or Hawks or their respective parent, subsidiaries, members, partners, managers, officers, directors, shareholders, agents or employees shall be liable or responsible for any loss, damage or injury to any person or to any property of Sponsor or Sponsor's guests in Phillips Arena resulting from any cause whatsoever, including but not limited to theft and vandalism, unless due to the willful misconduct or recklessness of ASM, AHC, AHLF, AO, Thrashers or Hawks.

12. Indemnification/Insurance.

(a) Indemnification by Sponsor. Sponsor shall defend, indemnify and hold harmless ASM, AHLF, the Hawks, AHC, the Thrashers, AO, Atlanta Spirit, INC., and each of their respective parent, subsidiary, affiliated and

successor entities, and each of their respective members, partners, managers, officers, directors, shareholders, agents, employees, and other representatives, including, without limitation, independent contractors (collectively, the "ASM Indemnified Parties") from and against all actions, suits, proceedings, judgments, settlements, demands, claims, damages, liabilities, losses or expenses whatsoever including, but not limited to, lost profits, reasonable attorneys fees, allocable costs of in-house counsel and court costs, whether fixed or contingent, actual or threatened, known or unknown, false or fraudulent (collectively, the "Claims"), caused by, resulting from or in connection with: (i) any acts or omissions of Sponsor or any of its employees, directors and/or officers in connection with this Agreement including, but not limited to, negligence, libel, slander, improper trade practice, illegal competition, copyright infringement, trademark infringement, license infringement, breach of warranty, and unsafe, hazardous or defective product or service; (ii) any breach or alleged breach of any material term, covenant, obligation, condition, or warranty contained in this Agreement by Sponsor or any of its employees, directors, officers and/or agents; (iii) Sponsor's own negligence or its willful acts; (iv) any product liability, product defect, warranty or other Claim arising out of strict liability in tort for the products or services of Sponsor in the ordinary course of its business; and (v) advertiser's liability or other Claim arising out of or in connection with the use by Sponsor of the Hawks Marks or Thrashers Marks, including but not limited to any Claim based upon an allegation of sponsorship or guaranty by any of the ASM Indemnified Parties of the products and services sold by Sponsor in the ordinary course of its business. The aforementioned Indemnity provision does not apply to the extent that the Claims solely result from the gross negligence and/or intentional misconduct of the ASM Indemnified Parties or any of its employees, directors, and/or officers. For the purposes of this indemnity provision, the term "Sponsor" shall be defined to expressly include Sponsor, its employees, directors, officers, agents, assignees, designees and/or contractors. This Indemnification shall survive the termination or expiration of the term of this Agreement.

(b) Sponsor Provided Insurance. Throughout the term of this Agreement, and for a period of one year following the expiration or termination of this Agreement, Sponsor shall maintain in full force and effect, at its own expense and at no cost to the ASM Indemnified Parties,

commercial general liability insurance coverages in an amount acceptable to ASM which shall protect Sponsor and the ASM Indemnified Parties from any and all liabilities, damages or loss to persons or property resulting from, caused by, or in connection with the Sponsor's activities, rights and obligations under this Agreement. Such insurance shall include coverage for contractual liability (as respects this Agreement), products-completed operations liability, personal injury liability, advertising liability, property damage liability and bodily injury liability (including death). Said insurance policy shall also name the ASM Indemnified Parties as additional insureds. It is hereby agreed and understood that the insurance requirements set forth above shall not be construed as a limitation of any potential liability on behalf of Sponsor. All such insurance required above shall be primary and not contributory, and shall be written by insurance companies qualified to do business in the State of Georgia, with an A.M. Best Company rating of "A" or better in the latest edition of Best's Insurance Guide and Key Ratings. Such insurance policies shall provide that the coverage thereunder may not be materially changed, reduced or canceled unless thirty (30) days prior written notice thereof is furnished to ASM. Within thirty (30) days of execution of this Agreement, Sponsor shall submit to ASM a certificate(s) of insurance evidencing compliance with the insurance requirements set forth above.

13. Confidentiality. The parties agree that during the Term hereof the terms and conditions of this Agreement shall be confidential and therefore agree to undertake all reasonable precautions to ensure the Agreement will not be disseminated nor its material terms disclosed to third parties without the consent of both parties hereto, unless disclosure is required (i) by AFCRA, the NHL, or the NBA; or (ii) either party is advised by counsel that disclosure is required by law. ~~The parties also agree that if this Agreement is breached or terminated by either party, the disclosure of the same shall be confidential in the same manner as the terms and conditions of this Agreement.~~ Notwithstanding the foregoing, the parties may disclose the terms and conditions of this Agreement to their attorneys, accountants and other affiliated entities with a need to know or otherwise in the ordinary course of business. In addition, information that is in the public domain by no fault of either party shall not be subject to this provision. The foregoing notwithstanding, during the Term, Sponsor may disclose to the public that it is "The Official Cyber Security Provider for

Philips Arena, Atlanta Hawks and Atlanta Thrashers."

14. Cumulative Remedies and Waiver. All rights and remedies of the parties shall be cumulative and none shall exclude any other right or remedy at law and/or equity and said rights or remedies may be exercised and enforced concurrently. No waiver by either party of any covenant or condition of this Agreement shall constitute a waiver by the waiving party of any subsequent breach of such covenant or condition or authorize the breach or nonobservance on any other occasion of the same or any other covenant or condition of this Agreement.

15. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. Notices. Unless otherwise expressly provided, any notice, request, demand, waiver or other communication required or permitted to be given under this Agreement shall be by (i) First Class U.S., prepaid mail; (ii) registered or certified mail; (iii) overnight courier; or, (iv) facsimile, if receipt is confirmed, to the receiving party at the address and/or facsimile number set forth in the recitals above, with copies to respective counsels. Any party may change the address and/or facsimile to which notices are required to be sent by giving notice of such change to the other party. All notices will be deemed to have been received upon (i) personal delivery; (ii) the date that the receipt of a facsimile is confirmed; (iii) one (1) business day after being sent by one-day overnight courier; or (iv) the fifth (5) business day after being mailed by First Class, prepaid, U.S. mail.

Entire Agreement. This Agreement and the attached Exhibits constitute the entire agreement between Sponsor and ASM and supersede all prior agreements, understandings and representations relating to the subject matter. This Agreement may only be amended, modified or supplemented by a written agreement between Sponsor and ASM. This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their successors and permitted assigns.

END OF STANDARD TERMS AND CONDITIONS

EXHIBIT C SPONSORSHIP AGREEMENT TERMS

1. Definitions. For the purposes of this Agreement, the following definitions shall apply:

(a) "Affiliate" shall mean with respect to any entity, any person or entity controlling, controlled by or under common control with such entity.

(b) "Applicable Laws" shall mean any and all federal, state or local statutes, laws, rules, ordinances, pronouncements, directives, codes and regulations of any nature as they presently exist or as they will exist in the future, including any modifications or amendments.

(c) "Game(s)" shall mean exhibition or pre-season (if any) and regular season home games of the Hawks and Thrashers played at Phillips Arena, but shall not include any "home" games of the Hawks and/or Thrashers which are not played in Phillips Arena by reason of (A) requirements of the NHL or the NBA, (B) player strike, lockout or other labor difficulty or (C) other causes beyond the control of AHLF, AHC or AO, as the case may be.

(d) "Home Territory" shall mean the home territory of the respective Team as defined by the NBA and NHL Rules for various purposes.

(e) "Marks" shall mean copyrights, service marks, logos, trademarks, word marks, symbols, emblems, trademark designs, indicia, uniforms and identifications.

(f) "NBA Rules" shall mean the Constitution, By-laws and all rules, regulations, agreements, directives and policies of the NBA as they presently exist or as they may, from time to time, be entered into, amended or adopted.

(g) "NHL Rules" shall mean the following documents: (i) the NHL Constitution; (ii) the NHL By-Laws; (iii) all other rules, regulations and policies of the NHL and the resolutions of its Board of Governors; (iv) any Collective Bargaining Agreement between the NHL and/or its member clubs and other parties; (v) all consent decrees and settlement agreements entered into, between or among the NHL and its member clubs or the NHL, NHL member clubs and/or other persons in furtherance of NHL business or interests or as otherwise authorized directly or indirectly by the NHL Board of Governors, the NHL Commissioner,

or the NHL Constitution; (vi) any national network agreements between the NHL and third parties; and (vii) any national corporate marketing, licensing, sponsorship or similar agreements between the NHL (or NHL affiliates) and third parties, all as the same may now exist or hereafter be amended or enacted or as they may be interpreted by the Commissioner.

(h) "Teams" shall mean collectively the Hawks and the Thrashers.

2. Arena Signage

(a) Restrictions. The location, design, content, format and size of all of the advertisements described in Exhibit A shall be in keeping with the aesthetics of Phillips Arena and will be otherwise subject to the prior reasonable approval of ASM. All advertising and signage may only be utilized by Sponsor to advertise and promote its services (as approved by ASM) and may not pass-through any such opportunities to its Affiliates or other third parties. The advertisements shall not involve any written, graphic or other material which is of poor taste or detrimental to the image and interests of ASM.

(b) Installation/Production. Sponsor will pay the cost of the art development, production and installation of such advertisements.

(c) Change/End of Term. In the event Sponsor desires to change its advertisements, or such advertisements become worn or deteriorated as reasonably determined by ASM, Sponsor shall submit its proposed copy of such replacement advertisement to ASM for approval and shall be responsible for charges, costs and expenses in connection with affixing the replacement advertisement to the signage space. At the expiration of the Term, all advertisements shall be removed at Sponsor's sole cost and expense.

(d) Exceptions. The fixed signs will remain in place during all events at Phillips Arena, except to the extent that the signs may be temporarily covered or temporarily removed during an event because of the nature of the event (e.g., religious events, private banquets, concerts and amateur or other sporting events, or if such advertising is

prohibited by governmental rules or regulations or by the organizers of such events) or the staging of the event. ASM will have the right to change the nature and location of the signs in connection with any renovation, alteration or repairs of Phillips Arena building, so long as Sponsor receives equivalent exposure both before and after any such renovations, alterations or repairs. Sponsor further acknowledges that ASM may book and stage concerts or other events in Phillips Arena which are sponsored by any third party(s), and it is understood that the promoter of such concerts or events may allow temporary third party advertising on or around the stage or playing surface and throughout the concourses without regard to any exclusivities given, if any.

(e) Dasherboard Signs. The design of Sponsor's dasherboards will be subject to the approval of the NHL (as well as the reasonable approval of ASM as provided above). In addition, the display of Sponsor's dasherboards will be subject to any applicable NHL restrictions, and may not be permitted by the NHL during certain national telecasts or cablecasts of Thrashers Games. Finally, in accordance with NHL Rules, the particular provisions of this Agreement that relate to dasherboard advertising rights, if any, may be terminated at the end of any season by the unilateral action of AHC or by reason of action of the NHL Board of Governors. Notwithstanding the foregoing, the parties agree to negotiate in good faith either a substitute sponsorship benefit or an equitable reduction in the amount of the sponsorship fee attributable to such rights.

(f) Courtside Sign Advertising. The design of Sponsor's courtside signs will be subject to the approval of the NBA (as well as the reasonable approval of ASM as provided above). In addition, the display of Sponsor's Marks at Hawks Games will be subject to any applicable NBA restrictions, and may not be permitted by the NBA during certain national telecasts or cablecasts of Hawks games.

3. Sponsor's Use of Hawks Marks and Thrashers Marks.

(a) Grant of Rights. If granted by ASM in Exhibit A, Sponsor will have a nontransferable right to use the Hawks Marks and Thrashers Marks in Sponsor's marketing and promotion of its sponsorship during the Term and in the Teams' Home Territory. Sponsor recognizes and agrees that nothing herein shall be construed as a grant of any right to use the Marks of the NHL or NBA or their member clubs other than those of the Teams, or to use the name or any likeness of any player and/or coach of the Teams. Sponsor shall have

no right to assign, license, or "pass-through" rights to use the Hawks Marks or Thrashers Marks to any party. Sponsor shall not have the right to place any Hawks Marks or Thrashers Marks on any retail products, and Sponsor shall not use or authorize use of any of the Hawks Marks or Thrashers Marks by any third parties to endorse, implicitly or expressly, any product or service by the Teams; such uses of the Hawks Marks or Thrashers Marks shall be the subject of a separate license agreement and may require consent of the NHL or NBA. All rights not specifically licensed to the Sponsor are expressly reserved to ASM and/or the Teams, as applicable, and may be granted to others in its discretion.

(b) Approval. ASM and/or each respective Team shall have the right to approve, in advance, any and all proposed uses of the Hawks Marks and Thrashers Marks by Sponsor, such approvals not to be unreasonably withheld. Notwithstanding the foregoing, any use by Sponsor of the Hawks Marks or Thrashers Marks may also be subject to the prior approval of, and any requirements or limitations imposed by, the NHL, or NBA, as applicable.

(c) Ownership Rights. Sponsor acknowledges that ASM and/or the Teams own the Hawks Marks and Thrashers Marks and Sponsor agrees that it will do nothing inconsistent with such ownership and that all uses of same shall inure to the benefit of and be on behalf of ASM, and/or the respective Team. Sponsor agrees that nothing in this Agreement shall give Sponsor any right, title or interest in the Hawks Marks or Thrashers Marks other than the right to use the Hawks Marks and Thrashers Marks in accordance with this Agreement and nothing contained herein shall be construed as an assignment or grant to Sponsor of any right, title or interest in or to such Hawks Marks or Thrashers Marks. Sponsor shall be responsible for any and all royalties, costs, or expenses, of any nature, related to its use of the Hawks Marks and Thrashers Marks unless otherwise expressly stated herein.

(d) Compliance with Laws/Effect of Termination. Sponsor represents and warrants that all of its advertising and promotional materials shall comply, at its sole cost, with all Applicable Laws and NBA Rules, and NHL Rules, as applicable. When this Agreement terminates or expires, all rights licensed to Sponsor hereunder shall immediately revert to ASM and/or the Teams, as applicable, and Sponsor shall immediately cease all use of any Hawks Marks and Thrashers Marks and shall no longer have any right to use, display,

exploit or in any way deal with or in any product bearing the Hawks Marks or Thrashers Marks.

4. Use of Sponsor Marks.

(a) Grant of Rights. Sponsor hereby grants to the Teams and ASM a non-transferable right and license to use the Sponsor Marks to fulfill the sponsorship benefits set forth in this Agreement. Neither Teams nor ASM shall have the right to assign, license, or "pass-through" rights to use the Sponsor Marks to any party, except to the extent that Teams and/or ASM find it necessary to assign such right to an affiliated entity to fulfill the sponsorship benefits set forth in this Agreement. Neither Teams nor ASM shall use or authorize use of any of the Sponsor Marks by any third parties to endorse, implicitly or expressly, any product or service by Sponsor; such uses of the Sponsor Marks shall be the subject of a separate license agreement. All rights not specifically licensed to the Teams and ASM are expressly reserved to Sponsor and may be granted to others in its discretion.

(b) Ownership Rights. Teams and ASM acknowledge that Sponsor owns the Sponsor Marks, and Teams and ASM agree that neither will do anything inconsistent with such ownership and that all uses of same shall inure to the benefit of and be on behalf of Sponsor. Teams and ASM agree that nothing in this Agreement shall give Teams or ASM any right, title or interest in the Sponsor Marks other than the right to use the Sponsor Marks in accordance with this Agreement and nothing contained herein shall be construed as an assignment or grant to Teams or ASM of any right, title or interest in or to the Sponsor Marks.

5. Commercial Materials. All commercial materials for television, print and radio spots being provided to Sponsor, if any, shall be furnished to ASM for the Hawks and Thrashers and delivered to them at Sponsor's expense. Such materials, together with any instructions pertaining thereto, shall be delivered not less than seven (7) business days in advance of the scheduled telecast or publishing. All materials furnished shall not be contrary to the public interest, shall adhere to any policies or guidelines of the applicable networks/publications, shall conform to ASM's prior written approval, as applicable, and continuing right to reject, suspend the airing/publication of or require editing of such materials. Sponsor represents and warrants, and takes full responsibility to ensure, that all commercial materials (i) will comply with all Applicable Laws; (ii) are accurate and that all claims contained therein have been substantiated;

and (iii) have been cleared for the uses contemplated hereunder including, without limitation, with respect to all player images and all music licenses and all payments which may be owed to any guilds, unions, or other third parties having any rights pertaining to the commercial materials. Without limiting the foregoing, Sponsor agrees, represents, and warrants that it shall secure any and all clearances, permissions, approvals, authorizations, rights and licenses necessary for the telecast/publication of all elements contained in the commercial materials for uses of all types in all geographical areas. ASM will not be liable for loss or damage to such commercial materials, except in the case of gross negligence or willful misconduct.

6. Promotions.

(a) Generally. To the extent described on Exhibit A of the Agreement, Sponsor will have the right and obligation to organize, market, advertise, promote, stage, and take any and all other action which is necessary to carry out the promotion(s), if any, specified in Exhibit A or otherwise in this Agreement (the "Promotion"). Sponsor hereby acknowledges and agrees that ASM shall have no obligations arising from the Promotion(s), if any, whatsoever, except for such obligations specifically described herein, and all costs and expenses relating to the Promotion(s), if any, are the responsibility of Sponsor unless otherwise stated in Exhibit A. The form, content and presentation of each Promotion(s), if any, shall be approved by ASM in its sole discretion and be subject to applicable NHL or NBA Rules, as applicable, and any rules and policies of Phillips Arena (or other location in which any Promotion may be held or presented).

(b) Rules of Promotion. Sponsor shall submit to ASM all terms and rules (the "Rules of Promotion") of each Promotion(s), if any, at least fifteen (15) days prior to the proposed beginning of such Promotion. ASM shall have the right to reasonably approve or reject the Promotion(s), if any, and/or the Rules of Promotion and shall notify Sponsor of its acceptance or rejection within a reasonable time prior to the proposed beginning of such Promotion(s), if any. Once a Promotion is approved by ASM hereunder, Sponsor hereby covenants and agrees to comply with all of such Rules of Promotion, and shall not change such Rules of Promotion or deviate from such Rules of Promotion without the consent of the ASM.

(c) Applicable Law/Releases. Sponsor hereby represents and warrants that the Promotion(s), if any, and all of its Rules of Promotion comply with all applicable laws (including, without limitation,

the Georgia laws regarding lotteries and sweepstakes). If applicable, Sponsor will obtain a Release and Waiver of Claim from all participants in the Promotion, on forms provided or approved by ASM and, if applicable, an Acknowledgment of Taxation on Value of Prize, on forms provided or approved by ASM.

(d) Promotion Indemnification. Sponsor agrees to indemnify, defend and hold harmless ASM, AHC, AHL, the Teams, AO, and each of their respective parent, subsidiary, affiliated and successor entities, and each of their respective members, partners, managers, officers, directors, shareholders, agents, employees and other representatives, including, without limitation, independent contractors (collectively, the "Indemnified Parties") from and against all actions, suits, proceedings, judgments, settlements, demands, claims, damages, liabilities, losses or expenses whatsoever including, but not limited to, lost profits, reasonable attorneys fees, allocable costs of in-house counsel and court costs, whether fixed or contingent, actual or threatened, known or unknown, false or fraudulent, caused by, resulting from or in connection with the Promotion, including: (i) Sponsor's administration, management and/or operation of the Promotion(s) and/or of the promotion thereof, regardless of whether or not any of the Indemnified Parties have offered comments or suggestions to any Official Rules or other Promotion(s) materials; (ii) any materials created or supplied by Sponsor for such Promotion, regardless of the fact that such materials may have been approved by any of the Indemnified Parties; (iii) any agreements with third parties entered into by Sponsor to effectuate the provisions of this Agreement with respect to the Promotion; (iv) any alleged injury or death to persons or injury or damage to property sustained during the rendering of services of Sponsor; and/or (v) any breach of any Sponsor warranty or representation, undertaking or obligation. Such indemnification shall apply notwithstanding the fact that any material or agreements referenced above may have been approved or reviewed by any of the Indemnified Parties. For the purposes of this indemnity provision, the term "Sponsor" shall be defined to expressly include Sponsor, its employees, directors, officers, agents, assignees, designees and/or contractors. This indemnification provision shall survive the termination or expiration of this Agreement.

7. Substitution of Unavailable Sponsorship Benefits. Sponsor and ASM acknowledge and agree that, due to the length of this Agreement, circumstances beyond the control of either

Sponsor or ASM, NBA or NHL Rules or regulations of Phillips Arena, changes in any Applicable Laws, or in the event that any of the printed publications or programs described in this Agreement are discontinued, it may be or become impossible or impractical to provide one or more of the sponsorship benefits contemplated by this Agreement ("Unavailable Benefit"). In the event of an Unavailable Benefit, such event shall not be deemed a breach of this Agreement and Sponsor and ASM shall cooperate in good faith so that the rights and obligations of the parties may be fulfilled by rescheduling, substituting, or providing alternative performances of comparable value ("Make Goods").

8. Philips Products in Phillips Arena. In connection with Phillips Electronics North America Company's naming rights arrangement in Phillips Arena, all Sponsor-installed equipment in Phillips Arena must be Philips-brand equipment (e.g., television monitors in an interactive display).

9. NBA Arrangements Excluded. Sponsor acknowledges and agrees that each of the other NBA teams, certain NBA players, the NBA Players Association, the NBA and NBA Properties, Inc. have their own range of sponsorship arrangements, and that the rights granted to the Sponsor under this Agreement do not supersede the rights granted by those entities (which may include the Hawks Marks) and that any such other sponsorship arrangement shall not be deemed to be a breach of this Agreement.

10. NHL League Sponsor. Notwithstanding any other provision herein to the contrary, Sponsor agrees that AHC may allow or authorize any "League Sponsor" (as defined below) to engage in advertising and promotional activities in AHC's local market (including, without limitation, its home arena), or otherwise provide benefits to such League Sponsor, if such League Sponsor is entitled to engage in such activities or receive such benefits pursuant to any sponsorship or promotional licensing arrangement now or hereafter entered into between such League Sponsor and the National Hockey League or any of its affiliates (including, without limitation, NHL Enterprises, L.P. and NHL Enterprises Canada L.P.). "League Sponsor" means any person or entity which currently is, or at any time becomes, a sponsor or promotional licensee of or with respect to any National Hockey League event or program now or hereafter in existence. By way of illustration only and without limiting the generality of the foregoing, League Sponsors may place advertising and promotional materials (including

displays) in AHC's home arena, or conduct sweepstakes or in-store promotions in AHC's local market, in connection with a League event, such as the NHL All-Star Game, or in support of a League program, such as NHL All-Star Fan Balloting, NHL Freeze Play or NHL Breakout.

Post-Season Games. The parties acknowledge and agree that this Agreement expressly does not cover any post-season games. If Sponsor would like to continue its sponsorship during the Hawks and Thrashers post-seasons, such additional fees will be negotiated at that time.