

## END USER LICENSE AND LIMITED WARRANTY (RIME™)

**IMPORTANT - READ CAREFULLY:** YOUR INSTALLATION OR USE OF ANY SOFTWARE INCLUDED WITH OR ACCOMPANYING THIS END USER LICENSE AND LIMITED WARRANTY (THE "AGREEMENT") CONFIRMS THAT YOU ACCEPT ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS OF THE AGREEMENT, THEN DO NOT USE OR INSTALL THE SOFTWARE.

This is a legally binding agreement between you and Grey Box, a division of Redux! Games, LLC, a Texas limited liability company with offices located at 2415 West Alabama, Suite 208, Houston, Texas 77098 USA, and its affiliated, related and parent entities, members, successors and assigns ("Grey Box"). The computer program and other components that are included with any physical version of this product or if otherwise electronically delivered collectively constitute the "Software," and any printed materials that accompany any physical version of the Software or delivered digitally constitute the "Documentation." The Software and Documentation are solely for use by individual end users according to the terms of this Agreement. Any use, reproduction or redistribution of the Software and Documentation not in accordance with the terms of this Agreement is prohibited. By installing the Software and/or playing the game, you specifically agree that your use or access of the Software and/or Documentation is at all times governed by this Agreement as well as Grey Box's terms of service (presently located at <http://www.greybox.com/en/terms-of-service/>) that Grey Box may update at its discretion from time to time without notice ("Terms of Service") and privacy policy (presently located at <https://www.greybox.com/en/privacy-policy/>) that Grey Box may update at its discretion from time to time and without notice ("Privacy Policy"), the terms of each of which are hereby incorporated into this Agreement fully by this reference.

**1. License Grant.** Subject to the terms herein, and provided that you lawfully licensed the Software, Grey Box grants you the non-exclusive, non-transferable, revocable, limited right and license to install and use one (1) copy of the Software solely and exclusively for your personal non-commercial use. All rights not specifically granted under this Agreement are reserved by Grey Box. The Software is licensed, not sold, to you, and you agree that you have no ownership rights in the Software or the Documentation. Grey Box reserves all right, title, ownership rights and intellectual property rights (including, without limitation, copyright, trademark and any associated patent rights) in and to the Software or any elements or derivatives contained or otherwise made accessible through the Software including the Documentation.

**2. License Restrictions.** You expressly agree that you shall not: (i) attempt to or otherwise sell, rent, lease, license, modify, distribute, commercially exploit or transfer, or use in any manner inconsistent with this Agreement, or create derivative works (of any kind or nature) of the Software or any element of the Software, or any copies of the Software or any element of the Software, without the express prior written consent of Grey Box, which it may withhold in its sole discretion; (ii) make copies of any element of the Software or the Documentation; (iii) unless an authorized copy of the Software is electronically delivered to you, copy the Software onto a hard drive or other storage device: you must otherwise run the Software from the included compact disc ("CD") or digital versatile disc ("DVD") as applicable (although a portion of the Software may automatically be copied onto your hard drive during installation in order to run more efficiently); (iv) export or re-export the Software or any copy or adaptation or any portion or derivative thereof in violation of any applicable laws or regulations; (iv) remove, disable, or circumvent any proprietary notices or labels contained on or within the Software or the Documentation; (v) circumvent or attempt to circumvent any technological measures in the Software or any accompanying media designed to prevent copying or unauthorized access, (vi) decompile, decrypt, electronically scan, peel semiconductor components, disassemble or otherwise reverse engineer in any manner or attempt to reverse engineer or derive source code from any portion of the Software or any component or element thereof, including its associated software, (vii) use cheats, hacks, automation software (such as bots and other similar programs), errors in the Software or any unauthorized software to modify the Software or emulate the activities of the End User, and/or, (viii) use or permit the use of the Software except as otherwise explicitly provided by this Agreement or the Software itself.

**3. Updates.** Grey Box may make improvements, patches, modifications or updates to the Software at any time and with or without notice to you (collectively, "Updates"), which may be automatically downloaded to your system or machine (and you hereby grant Grey Box your consent to so download) and may change the Software's game play.

**4. Online Game Play; Consent to Use of Data.** Online game play of the Software is governed by the Terms of Service and Privacy Policy for Grey Box (presently located at <http://www.greybox.com/en/terms-of-service/> and <https://www.greybox.com/en/privacy-policy/>, respectively), and, if and when applicable, online gameplay may also be subject to the terms of use or service and privacy policy of any authorized distributor or third party from whom you licensed the Software. Among other things, such online game play may involve statistical data arising from such game play (which may include, possibly among other things, your user name, scores, player rankings and achievements) ("Statistical Data"), which you hereby agree Grey Box and/or Six Foot (defined below) may collect, use, store, transmit, share, publicly display and include in any promotional materials, advertisements or marketing in connection with the Software, game, Grey Box and/or Six Foot, and hereby specifically consent to the foregoing. To be clear, your acceptance of this Agreement constitutes your affirmative consent to such collection use, storage, transmission, sharing, public display and promotional, advertising and marketing uses of Statistical Data. DO NOT USE or INSTALL THE SOFTWARE IF YOU DO NOT WANT GREY BOX AND/OR SIX FOOT TO COLLECT, USE, STORE, TRANSMIT, SHARE, PUBLICLY DISPLAY AND/OR INCLUDE YOUR STATISTICAL DATA IN PROMOTIONAL MATERIALS, ADVERTISEMENTS AND MARKETING IN CONNECTION WITH THE SOFTWARE, GAME, GREY BOX AND /OR SIX FOOT.

**5. Notice of and Consent to Monitoring and Use of Personal Information and Data.**

In order to use the Software and play the game you may be required to provide and/or allow Grey Box and its authorized representative Six Foot, LLC ("Six Foot") to upload on an ongoing basis, certain personally identifiable information and data, including, but not limited to, information that identifies your computer (e.g., the Internet Protocol address) and certain specifications of your hardware ("Personal Information"), and you hereby specifically consent to and grant Grey Box and Six Foot the right to upload and use such information from your computer system, including, without limitation, for the purpose of evaluating, analyzing, maintaining, protecting and improving the Software, Documentation and/or game. Certain technical and content protection measures may also be utilized in or in connection with the Software, which includes, among possibly others, copy protection technology provided by Denuvo and/or one or more of the applicable platform rights holders. Please note that such technology may interfere with certain applications, such as debuggers, that can be used to circumvent access-control technology.

Grey Box and Six Foot will use commercially reasonable efforts to protect any Personal Information that either of it possesses, provided that, as with any technology, Grey Box and Six Foot cannot guarantee that its systems will not be "hacked", error-free or otherwise compromised; such Personal Information also being governed by the terms of Grey Box's Privacy Policy (presently located at <https://www.greybox.com/en/privacy-policy/>).

You understand that your communications with others or Grey Box or Six Foot by or through the Software or game or otherwise, including, without limitation, by way of chats, conferences, bulletin boards, or other form of communication that Grey Box may make available, are public communications and are not private communications, and, as noted above, you consent to and agree that Grey Box and/or Six Foot may monitor any such communications and that you have no expectation of privacy with respect to or in connection with any such communications.

To be clear, your acceptance of this Agreement constitutes your affirmative consent to such sharing, use, storage, monitoring and transmission of Personal Information and/or information about your computer and its operating systems, hardware, software, etc. DO NOT USE or INSTALL THE SOFTWARE IF YOU DO NOT WANT GREY BOX AND/OR SIX FOOT TO COLLECT, USE, STORE, TRANSMIT, MONITOR AND/OR DISPLAY YOUR PERSONAL INFORMATION OR DATA FURTHER TO THE TERMS ABOVE IN THIS SECTION.

**6. Platform Provider Supplemental Terms.** Additional terms and/or alternative terms may apply with respect to platform versions of the Software.

**7. Grey Box's Ownership and Reservation of Rights.** Grey Box retains all rights, title and interest in and to the Software and Documentation. The Software and Documentation are copyrighted and are protected by United States copyright laws and international treaty provisions. All rights are reserved. You acknowledge that Grey Box owns and or controls all intellectual property rights in and to the Software, including, without limitation, all patent rights, copyrights, inventions, trade secret rights, trade dress rights, trademark rights and any intellectual property rights therein and thereto that are related to the aforementioned. You may not remove the copyright and other

proprietary rights notices from the Software and Documentation. You agree to prevent any unauthorized copying or distribution of the Software.

**8. Limited Right to Transfer.** You may transfer all your rights to use the Software and Documentation to another person or legal entity provided you transfer this Agreement, the Software and Documentation, including all copies, Updates and prior versions to such person or entity and that you retain no copies, including copies stored on a computer. You may transfer the Software and Documentation, but only if the recipient agrees to accept and be bound by the terms and conditions of this Agreement. If you transfer the Software, you must transfer all components and Documentation and erase any copies residing on computer equipment and not retain any copies of the Software. Your rights in and to this Agreement are automatically terminated if and when you transfer the Software.

**9. Limited Warranty.** Grey Box warrants to the original purchaser of the Software only that, solely for copies of the Software governed by this Agreement and distributed on physical media, for a period of ninety (90) days after your purchase of the Software (as evidenced by your receipt) the Software will be free from defects in materials and workmanship under normal use. Grey Box's entire liability and your exclusive remedy shall be the replacement of any CD or other physical media not meeting the limited warranty set forth above and which is returned to Grey Box or to an authorized retailer with a copy of your receipt (and if such retailer does not permit returns then you shall return the Software to Grey Box); or, if Grey Box is unable to deliver a replacement CD or other media that is free of defects in materials or workmanship then you may terminate this Agreement by returning the Software and Documentation, together with proof of purchase (i.e., your receipt), to Grey Box (at the address below), postage pre-paid, and Grey Box will refund your purchase price (as evidenced by your receipt). The address for returns of the Software to Grey Box is: Grey Box, Attn: RiME Returns, 2415 West Alabama, Suite 208, Houston, Texas 77098 USA. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

**10. LIMITATIONS ON WARRANTIES, LIABILITY AND DAMAGES.**

**10.1 EXCEPT FOR THE LIMITED WARRANTY ON PHYSICAL MEDIA AS SET FORTH ABOVE, THE SOFTWARE AND DOCUMENTATION ARE EACH PROVIDED STRICTLY ON AN "AS IS" BASIS. THIS LIMITED WARRANTY ON PHYSICAL MEDIA AS SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THAT THE SOFTWARE WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT DEFECTS WILL BE CORRECTED, AND NO OTHER REPRESENTATIONS OR CLAIMS OF ANY KIND SHALL BE BINDING ON OR OBLIGATE GREY BOX, ITS THIRD PARTY PROVIDERS, SIX FOOT, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SOFTWARE AND/OR DOCUMENTATION, ANY MATERIALS AND/OR SERVICES, OR ANY OTHER GREY BOX PRODUCTS, NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, INVESTORS, PROFESSIONAL REPRESENTATIVES, LICENSORS, LICENSEES OR AGENTS ("GREY BOX PARTIES").**

**10.2 GREY BOX DOES NOT WARRANT THAT YOU WILL BE FREE FROM THE BEHAVIOR OF OTHERS YOU MAY DEEM INSULTING, DEMEANING, OFFENSIVE, THREATENING, OBSCENE, LIBELOUS, DEROGATORY OR HARASSING WHILE ACCESSING OR USING THE SOFTWARE OR ANY ONLINE SERVICES. IN THE EVENT GREY BOX CHOOSES NOT TO TAKE ANY ACTION, TAKES AN ACTION WITH WHICH YOU DO NOT AGREE OR IS UNABLE TO TAKE ANY ACTION FOR ANY REASON WHATSOEVER, IN NO EVENT SHALL GREY BOX ITS THIRD PARTY PROVIDERS, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SOFTWARE, ANY MATERIALS OR SERVICES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, INVESTORS, PROFESSIONAL REPRESENTATIVES, LICENSORS, LICENSEES OR AGENTS, BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR EMOTIONAL DISTRESS, OR OTHER DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USER ACCOUNT OR YOUR ACCESS TO AND USE OF THE GAME AND/OR ANY RELATED SERVICES.**

**10.3 IN NO EVENT WILL GREY BOX OR ANY OF THE GREY BOX PARTIES BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGE RESULTING FROM POSSESSION, USE OR MALFUNCTION OF THE SOFTWARE, INCLUDING DAMAGE TO PROPERTY AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURY, EVEN IF GREY BOX AND/OR ANY OF THE GREY BOX PARTIES HAS BEEN ADVISED OF THE**

POSSIBILITY OF SUCH DAMAGES. GREY BOX AND THE GREY BOX PARTIES SHALL ALSO NOT BE LIABLE FOR ANY DELAYS, SYSTEM FAILURES OR SYSTEM OUTAGES WHICH MAY, FROM TIME TO TIME, AFFECT ONLINE GAME PLAY (IF ANY) OR ACCESS THERETO. GREY BOX'S AND THE GREY BOX'S PARTIES' AGGREGATE AND CUMULATIVE LIABILITY TO YOU SHALL NOT EXCEED THE ACTUAL PRICE PAID FOR THE LICENSE TO USE THE SOFTWARE.

**10.4 SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR THE EXCLUSION OR LIMITATION OF INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND/OR EXCLUSION OR LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. TO THE EXTENT THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT ARE PROHIBITED OR FAILS OF ITS ESSENTIAL PURPOSE, GREY BOX'S TOTAL LIABILITY ARISING FROM THIS AGREEMENT AND SOLE OBLIGATION WITH RESPECT TO DAMAGES SHALL NOT EXCEED ONE HUNDRED UNITED STATES DOLLARS (US\$100.00). YOU AGREE THAT THIS LIMITATION OF LIABILITY AS WELL AS ANY DAMAGE EXCLUSIONS PROVIDED ABOVE SHALL APPLY EVEN IF ANY REMEDY PROVIDED TO YOU FAILS OF ITS ESSENTIAL PURPOSE. THIS SECTION 10 SHALL SURVIVE ANY EXPIRATION, TERMINATION OR CANCELLATION OF THE SOFTWARE, ANY ONLINE SERVICES CONTAINED THEREIN OR COMPATIBLE THEREWITH, AND/OR THIS AGREEMENT OR ANY DETERMINATION THAT THIS AGREEMENT OR ANY PORTION OF THIS AGREEMENT IS VOID OR VOIDABLE.**

**11. Injunctive Relief.** You acknowledge and agree that a breach or threatened breach of any covenant contained in this Agreement would result in irreparable harm to Grey Box for which money damages would be insufficient, and Grey Box shall be entitled to obtain injunctive relief without the need to post a bond or other form of security, or if a bond or other form of security is required under applicable law, on the posting of a bond or security in an amount not to exceed Fifty Thousand United States dollars (US\$50,000.00).

**12. Entire Agreement; Amendments by Grey Box.** This Agreement represents the complete agreement between the parties and supersedes any prior agreements and representations between them. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement shall not be affected. Except as provided herein, this Agreement may not be amended except in a writing signed by both parties; provided, however, that Grey Box has the right, without notice and/or without a writing signed by both parties, to amend this Agreement from time to time, including without limitation, in connection with any Updates; without limiting Grey Box's right to so amend this agreement without notice, Grey Box will endeavor to provide notice by way of a post on Grey Box's website (which is presently located at <http://www.greybox.com>).

**13. Governing Law and Location For Bringing Actions; Single Actions Only.**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the United States of America and the State of Texas excluding and without giving effect to conflict of law rules and principles. You submit to personal jurisdiction in Texas and further agree that any cause of action relating to this Agreement shall be brought in the applicable state or federal court for Harris County, Texas and such courts shall have exclusive jurisdiction to determine the validity, construction and performance of this Agreement and the legal relations between the parties hereto. You hereby waive any claim that such venue is improper or inconvenient.

YOU EXPRESSLY AGREE THAT ANY ACTION TO ENFORCE THE TERMS OF THIS AGREEMENT SHALL BE A SINGLE ACTION AND MAY NOT BE COMBINED WITH ANY OTHER ACTION OR OTHERWISE BE PART OF A CLASS ACTION.

This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

**14. Termination.** Without prejudice to any other rights of Grey Box, this Agreement will terminate automatically if you fail to comply with its terms and conditions. Except for the license granted herein and as expressly provided herein, the terms of this Agreement will survive termination.

**15. Export Controls.** You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations. You also agree, and hereby represent and warrant, that (a) you are not located in a country that is subject to a United States Government embargo or that has been designated by the United States

Government as a “terrorist supporting” country, and (b) you are not listed on any United States Government list of prohibited or restricted parties.

**16. Interpretation and Severability.** The headings, titles and/or captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. If any provision of this Agreement shall be held invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

**17. Works of Fiction.** The game and manual (if any) that accompany the Software are each a work of fiction. All of the characters, events, locations, logos, and entities portrayed in such game are fictional. Any resemblance to real persons, living or dead, or actual events, is purely coincidental.

[END]

© 2017 Grey Box. All rights reserved.

*Grey Box* and the *Grey Box* logo are trademarks or registered trademarks in the United States of Redux! Games, LLC. *RiME* and the *RiME* logo are trademarks or registered trademarks of Tequila Works.