END USER LICENSE AGREEMENT

BEFORE USING THIS SOFTWARE, CAREFULLY READ THIS END USER LICENSE AGREEMENT (this "Agreement). THIS AGREEMENT GOVERNS YOUR USE OF THIS SOFTWARE PRODUCT AND ALL RELATED DOCUMENTATION, UPDATES, AND UPGRADES THAT REPLACE OR SUPPLEMENT THE SOFTWARE IN ANY RESPECT, PROVIDED THE SAME ARE NOT DISTRIBUTED WITH A SEPARATE LICENSE (collectively the "Software").

THIS SOFTWARE IS LICENSED AND NOT SOLD. BY OPENING, DOWNLOADING, INSTALLING, COPYING, OR OTHERWISE USING THIS SOFTWARE OR ANY OTHER MATERIALS OR DOCUMENTATION INCLUDED WITH THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT WITH THE UNITED STATES LIMITED LIABILITY COMPANY VERSUS EVIL LLC. (the "Licensor").

LICENSE GRANT. Licensor hereby grants to you a personal, limited, non-exclusive, nontransferable, non-sublicensable, and revocable right and license to use the Software on one Gaming Platform (e.g. computer, mobile device, or gaming console), as set forth in this Agreement and Licensor's online Terms of Service and Privacy Policy. You acknowledge that no title or ownership in the Software is being transferred or assigned to you. This Agreement should not be construed as a sale of any rights in the Software, and Licensor and its respective developers and licensors retain all right, title, and interest to the Software, including without limitation, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, audiovisual effects, themes, characters, character names, stories, dialog, settings, artwork, sounds effects, musical works, and moral rights.

RESTRICTIONS. The Software license granted to you under this Agreement is subject to your full compliance with the terms set forth herein. Any commercial use of this Software is prohibited, including, without limitation, public performances, contests, and E-sports competitions. You are expressly prohibited from sublicensing, renting, leasing, or otherwise distributing the Software or rights to use the Software and/or any downloadable enhancements and products (i.e. virtual goods and/or virtual currency) that the Software may employ. Additionally, you agree that you that you will not:

• make a copy of the Software available on a network for use or download by multiple users;

• install the Software (or permit others to do same) on a network, for on-line use, or on more than one Gaming Platform at the same time;

• use or copy the Software at a computer gaming center or any other location-based site, unless, prior to any such use, Licensor provides you with a separate written license agreement, which Licensor may or may not issue in its sole discretion;

• reverse engineer, decompile, disassemble, display, perform, prepare derivative works based on, or otherwise modify the Software, in whole or in part;

• remove or modify any proprietary notices, marks, or labels contained on or within the Software;

• restrict or inhibit any other user from using and enjoying the Software and/or any online features of the Software;

• use any cheat or robot, spider, or other program in connection with any online features of the Software;

• violate any terms, policies, licenses, or code of conduct for any features, including any online features, of the Software; or

• transport, export, or re-export (directly or indirectly) into any country forbidden to receive the Software by any U.S. export laws or regulations or U.S. economic sanctions, or otherwise violate any laws or regulations.

TERM AND TERMINATION. The term of this Agreement commences on the date that you install or otherwise use the Software and ends on the earlier of the date that (i) you dispose of the

Software; or (ii) Licensor terminates this Agreement as provided below. Without prejudice to any of Licensor's other rights, including any other termination rights, Licensor may terminate this Agreement immediately if you (a) fail to comply with the terms and conditions of this Agreement; or (b) attempt to circumvent the technical protection measures for the Software. If this Agreement terminates due to your violation of this Agreement, Licensor also may prohibit you from registering or re-accessing the Software.

TERMS OF SERVICE AND PRIVACY POLICY. The rights and license granted to you under this Agreement is subject to Licensor's Terms of Service and Privacy Policy. The Licensor's Terms of Service governs your use of any online services or online account associated with the use of this Software; and Licensor's Privacy Policy governs the collection, storage, use, and transfer of user information. The Licensor's Terms of Service are available to you at http://www.versusevil.com/TOS/ and Licensor's Privacy Policy is available to you at http://www.versusevil.com/privacv/.

TRIAL VERSION. In the event this Software is provided to you in a trial form, your use may be restricted by a limited time period, by number of users, or any other terms determined by the Licensor in its sole discretion. If this Software is provided to you in a trial format, you agree not to use it beyond the expiration or termination of the trial period. You also understand and agree that (i) the Software may include technology or codes that may prevent you from exceeding the trial format limits that Licensor sets; and (ii) this same technology may remain on your computer or device after deletion of the Software to prevent you from installing another copy of the Software and repeating the trial.

COPYRIGHT. United States copyright and trademark law and applicable laws and treaties throughout the world protect this Software. The Software may not be copied, reproduced, or distributed in any manner or medium, in whole or in part, without prior written consent from Licensor. Any persons copying, reproducing, or distributing all or any portion of the Software in any manner or medium will be willfully violating copyright laws and may be subject to civil and criminal penalties in the United States and/or their local country. Be advised that U.S. copyright violations are subject to statutory penalties of up to \$150,000 per violation. You further understand and agree that the Software contains certain licensed materials, and Licensor's licensors and third parties may also protect their rights in the event of any violation of this Agreement. The Licensor and Licensor's licensors and third parties, as applicable, reserve all rights not expressly granted under this Agreement, You may not remove, alter, or obscure any product identification, copyright, or other intellectual property notices in the Software. All trade names, trademarks, and images and biographical information of people contained in the Software and associated materials are either the property of, or used with permission by, Licensor. The use of these materials is prohibited except as expressly provided herein. Any unauthorized use of these materials may violate the copyright, trademark, and other proprietary rights of Licensor and/or third parties, as well as the laws of privacy and publicity, and other regulations and statutes. Nothing contained in this Agreement shall be construed as granting, by implication or otherwise, any license or right to use any trademark or other proprietary information without the express written consent of the owner thereof.

TECHNICAL PROTECTIONS. This Software may include access measures and technology that control your access to the underlying game and any of its features. This technology may also prevent the creation or use of unauthorized copies of the Software, including attempts to exceed the rights and licenses granted under this Agreement. The technology and access measures Licensor incorporates may also include license management, software activation, and other security technologies that monitor usage, including without limitation, time and date monitoring, counters, serial numbers, and other security devices designed to prevent unauthorized access, use, and copying of the Software or any portions or components thereof. The Software may also require an Internet connection to access Internet-based features, to authenticate the Software, or to perform other functions.

Licensor also reserves the right to monitor use of this Software at any time, and you agree not to interfere with this monitoring or with any of the access control measures or technology discussed above, or to attempt to disable or circumvent such security features. In the event you attempt to disrupt or interfere with any of the security or technology measures described herein, the Software may not function properly. Only Software that Licensor verifies is validly licensed will have access to Licensor's online services, including Internet-based updates and patches. Except as otherwise prohibited by applicable law, at any time and without notice and for any reason whatsoever, Licensor may limit, suspend, or terminate the license granted to you hereunder, including your access to the Software and any related services and products, including any online products or services.

USER CREATED CONTENT: This Software may allow you to create personal game content, including, without limitation, game maps, screenshots, character designs and accessories, and game play videos ("User Contributions"). In the event that such functionality is included (at Licensor's sole discretion), you agree that in exchange for your use of the Software and to the extent that your User Contributions give rise to any copyright interest, you hereby grant to Licensor an exclusive, fully sublicensable, perpetual, irrevocable, fully transferable, and worldwide right and license to use and modify your User Contributions in any way and for any purpose in connection with the Software and related goods and services, including the right to broadcast, reproduce, copy, adapt, modify, perform, display, publish, transmit, or otherwise communicate to the public by any means whether now known or unknown and to distribute your User Contributions without any further notice or compensation to you of any kind for the whole duration of protection granted to intellectual property rights by applicable laws and international conventions. You also agree to waive any moral rights of paternity, publication, reputation, or attribution with respect to Licensor's and any other players' use and enjoyment of your User Contributions in connection with the Software and related goods and services under applicable law. As provided herein, the license you grant to Licensor includes your waiver of all moral rights, and this waiver of moral rights survives any termination of this Agreement.

THIRD PARTY SOFTWARE. This Software may, from time to time, contain third party software that requires notices and/or additional terms and conditions. Such required third party software notices and/or additional terms and conditions are located on Licensor website at <u>www.vsevil.net</u>, and such terms are made a part of and incorporated by reference into this Agreement.

INFORMATION COLLECTION & USAGE. As a condition precedent for Licensor granting you a license to use this Software, you agree and hereby consent to Licensor's information collection and usage terms, as set forth in this Agreement and Licensor's Privacy Policy. The Licensor's use of your information may include (i) the collection of your information by Licensor, Licensor's affiliates, vendors, and business partners; and (ii) the transfer of your personal information and other gameplay information, including without limitation, geographic and telemetry data, to Licensor's affiliates, vendors, business partners, and to other third parties, including, without limitation, your home country, the United States government, and other sovereign countries. You understand and agree that your country and/or other countries in which your information is transferred (or used) by Licensor, Licensor's affiliates, or Licensor's third parties may have lower standards of privacy protection. You understand and agree that Licensor's use of your information also may include, without limitation: (i) the public display of your data, including the identification of your User Contributions and displaying your scores, ranking, achievements, and other gameplay data on websites and other platforms; (ii) sharing your gameplay data with third party hardware and publishing partners; (iii) using and disclosing your personal information or other information as detailed in Licensor's Privacy Policy, which may be amended from time to time.

YOU UNDERSTAND AND AGREE THAT ALL DATA PRIVACY ISSUES, INCLUDING THE LICENSOR'S COLLECTION, USE, DISCLOSURE, AND TRANSFER OF YOUR PERSONAL INFORMATION AND OTHER INFORMATION IS SUBJECT TO THE LICENSOR'S PRIVACY POLICY, WHICH TAKES PRECEDENCE OVER ANY OTHER STATEMENT IN THIS AGREEMENT. IF YOU DO NOT WANT YOUR INFORMATION USED OR SHARED AS

DESCRIBED IN THIS AGREEMENT AND THE LICENSOR'S PRIVACY POLICY, THEN YOU SHOULD NOT INSTALL OR USE THE SOFTWARE.

WARRANTY. THIS SOFTWARE IS PROVIDED "AS IS" AND WITHOUT PERFORMANCE ASSURANCES OR GUARANTEES OF ANY KIND. FURTHERMORE, THIS SOFTWARE IS PROVIDED TO YOU WITH ALL FAULTS, AND THE LICENSOR, THE LICENSOR'S LICENSORS AND DEVELOPERS AND SUPPLIERS HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF LACK OF VIRUSES, AND OF LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT. IN ADDITION TO THE FOREGOING, THERE IS NO WARRANTY OR CONDITION OF TITLE, OF QUIET ENJOYMENT, OR OF NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE AND/OR IT'S DOCUMENTATION IS WITH YOU.

EXCLUSION OF ALL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT SHALL THE LICENSOR. NOR THE LICENSOR'S LICENSORS AND DEVELOPERS, NOR THE LICENSOR'S SUPPLIERS AND SUBSIDIARIES BE LIABLE FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER FORM OF DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. You further agree that your exclusive remedy and Licensor's entire liability for breach of this Agreement shall be limited, at Licensor's sole and exclusive discretion, to (i) replacement of any defective Software or documentation; or (ii) refund of the license fee paid you paid to Licensor, payable in accordance with Licensor's refund policy. In no event shall Licensor's total liability to you for all damages (except as required by applicable law) exceed the amount actually paid by you for the Software.

SOME JURISDICTIONS DO NOT ALLOW A LIMITATION OF LIABILITY FOR DEATH, PERSONAL INJURY, FRAUDULENT MISREPRESENTATIONS OR CERTAIN INTENTIONAL OR NEGLIGENT ACTS, OR VIOLATION OF SPECIFIC STATUTES, OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

INDEMNIFICATION. You agree to indemnify, hold harmless, and at Licensor's request, to defend Licensor, Licensor's licensors, and Licensor's suppliers from any and all costs, damages, and reasonable attorneys' fees resulting from any breach of this Agreement or any allegation or claim that your use of this Software has violated any right of any third party or violated any law. You also understand and agree that neither Licensor nor its licensors or suppliers have any obligation to defend, indemnify, nor to hold harmless you in any way related to this Agreement, including the use of the Software by you or any other person.

U.S. GOVERNMENT RESTRICTED RIGHTS. The Software and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (i) only as Commercial Items and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. The Licensor reserves all unpublished-rights under the copyright laws of the United States.

EXPORT RESTRICTIONS. You agree to comply with all export and import laws and restrictions and regulations of the United States or any foreign nation, and you agree not to export, re-export or import the Software or its documentation in violation of any such restrictions, laws, or regulations. You further agree not to transfer the Software or its documentation to a foreign national, or national destination, which is prohibited by such laws, without first obtaining, and then complying with, any requisite government authorization. You certify that you are not a person with whom Licensor is prohibited from transacting business under applicable law.

PARTIAL INVALIDITY. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

NOTICES AND CONSENT TO ELECTRONIC NOTICE. If for any purpose you provide Licensor with your email address, you agree to receive all notices and communications ("Notices") from Licensor in electronic form at such email address. Delivery of any Notice from Licensor is effective when sent to your email address, regardless of whether you actually receive or read the Notice. IF YOU HAVE PROVIDED YOUR EMAIL ADDRESS AND DO NOT WISH TO CONSENT TO ELECTRONIC NOTICE, YOU MUST UNINSTALL AND DISCONTINUE ALL USE OF SOFTWARE.

For issues regarding customer support, please contact Licensor as follows:

If by mail to: ATTENTION: CUSTOMER SUPPORT VERSUS EVIL, LLC P.O. BOX 482 PHOENIX, MD 21131

If by email to: customerservice@vsevil.net.

You agree to send Licensor all legal notices, including notices of dispute and/or notices of infringement, to the foregoing address:

GOVERNING LAW. If you acquired this Software in the United States of America, then this Agreement will be governed by and construed in accordance with the substantive laws of California, U.S.A., except as governed by federal law. If you acquired this Software outside of the United States of America, then local law may apply. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

DISPUTE RESOLUTION. If you and Licensor are unable to resolve a dispute through informal negotiations within 30 days after receipt of the notice of dispute (as sent by you to Licensor at Licensor's legal address provided above, or by Licensor to you at your email address or physical address as determined by Licensor), you and Licensor each agree that any claim or controversy arising out of this Agreement or the Software shall be settled by expedited binding arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall take place in San Mateo County, California, and you waive any claim that such forum is inconvenient. Any such claim or controversy shall be arbitrated solely on an individual basis and shall not be consolidated with a claim of any other party. The arbitrator may not change the terms of this Agreement. The arbitrator may award injunctive or other equitable relief to enforce the terms of this Agreement, provided that no injunctive or equitable relief may be awarded that would enjoin or impair Licensor's rights or ability to distribute or otherwise market, advertise, promote, or exploit the Software. In the event it is judicially determined that any claim or controversy arising out of or related to this Agreement or the Software cannot be settled by expedited binding arbitration as provided above, then you agree that any such claims or controversies shall be brought and maintained in the state and federal courts located within the San Mateo County, California, and you waive any claim that either such forum is inconvenient. The foregoing shall not preclude Licensor or any third-party licensor of Licensor from seeking any injunctive or other relief for protection of Licensor's or that third party's intellectual property rights or similar rights in any court of competent jurisdiction. Because Licensor and/or Licensor's licensors would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that Licensor and/or its licensors shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as Licensor and/or its licensors may otherwise have under applicable laws. The prevailing party in any action to enforce this Agreement shall be entitled to recover costs and expenses including, without limitation, reasonable attorney's fees.

Furthermore, Licensor shall have the right, but not the obligation, to defend or settle, at Licensor's option, any action or proceeding arising from a claim that your permitted use of the Software infringes or misappropriates any patent, copyright, or other ownership of a third party. All notices of any such claim shall be sent to Licensor within ten (10) business days of your first knowledge of any such alleged infringement thereof to Licensor's legal address as provided in the Notices and Consent to Electronic Notice section of this Agreement. The Licensor shall have sole discretion and control over the defense or settlement of any such claim as provided in the foregoing paragraph, unless it declines to defend or settle such claim, in which case you are free to pursue such course of action as you reasonably determine. The Licensor is under no obligation hereunder to indemnify or hold you harmless with respect to any actions, proceedings or claims. In the event of such a claim, or if Licensor believes such a claim is likely, Licensor may: (i) procure for you the right to continue using the Software; (ii) modify the Software so that it becomes non-infringing; or, (iii) terminate this Agreement. You agree to comply with any court judgment or other conditions imposed on you or Licensor as a result of an allegation of patent or copyright infringement (whether by court order, agreement or otherwise), whether or not such judgment or conditions contradict the conditions of this Agreement, including without limitation, ceasing use of the Software.

ENTIRE AGREEMENT This Agreement sets out the entire agreement and understanding between you and Licensor. This Agreement supersedes all prior agreements, understandings or arrangements (whether oral or written) regarding the subject matter of this Agreement. You acknowledge that you have entered into this Agreement in reliance only on the representations, warranties and promises expressly set out in this Agreement or at law or any custom or practice of the parties at variance with the terms of this Agreement will constitute a waiver of either of the parties' respective rights under this Agreement or operate so as to prevent the exercise or enforcement of any such right at any time. The terms of this Agreement shall govern in the event of a conflict between this Agreement and any applicable purchase or other terms.

 \parallel

03.26.18 Copyright © 2018. Versus Evil LLC. All Rights Reserved.