

CONTRIBUTOR LICENSE AGREEMENT

Made this [] day of [], 2013 and entered into by and between:

O2 Corporation, a company duly incorporated in the British Virgin Islands, with its registered office at the offices of Overseas Management Company Trust (B.V.I.) LTD., P.O. Box 3152, Road Town, Tortola, British Virgin Islands
(hereafter the "Company")

and

[], of []
(hereafter the "Contributor")

WHEREAS

The Company is the owner of a massively multiplayer online game known as Mankind (hereafter the "Game"). The Contributor desires to contribute towards improving the Game on a voluntarily basis, and the Company is willing to grant to the Contributor restricted access to the source code relating to the Game subject to the following terms and conditions:

1. Definitions.

In this Agreement :

"Source Code" shall mean any source code or data received from the Company or any of his partners.

"Contributor" shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with the Company. For legal entities, the entity making a Contribution and all other entities controlled by or under common control with that entity are considered to be a single Contributor. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by

contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"Contribution" shall mean any original work of authorship, including any modifications or additions to an existing work submitted by the Contributor to the Company for inclusion in, or documentation of, the Source Code. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Company or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Company for the purpose of discussing and improving the Game."

2. **Grant of Access to Source Code.** Subject to the terms and conditions of this Agreement, the Company hereby grants to the Contributor restricted access to the Source Code together with a license to carry out research and development works on the Source Code on a voluntarily basis with the intention of improving the Game.
3. **Grant of Copyright License.** In consideration of the license granted by the Company and subject to the terms and conditions of this Agreement, the Contributor hereby grants to the Company a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute the Contribution(s) and such derivative works submitted to the Company.
4. **Grant of Patent License.** Subject to the terms and conditions of this Agreement, The Contributor hereby grants to the Company a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Source Code, where such license applies only to those patent claims licensable by the Contributor that are necessarily infringed by the Contribution(s) alone or by combination of the Contribution(s) with the Source Code.
5. The Contributor represents that he is legally entitled to grant the above license. If the Contributor's employer(s) has rights to intellectual property that the Contributor creates that includes the Contributions, the Contributor represents that he has received permission to make Contributions on behalf of that employer, that his employer has waived such rights for the Contributions to the Company, or that his employer has executed a separate Corporate Contributor License Agreement with the Company.

6. The Contributor represents that each of the Contributions is his original creation (see section 7 for submissions on behalf of others). The Contributor represents that the Contribution submissions include complete details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) of which the Contributor is personally aware and which are associated with any part of the Contributions.
7. Should the Contributor wishes to submit work that is not the Contributor original creation, The Contributor may submit it to the Company separately from any Contribution, identifying the complete details of its source and of any license or other restriction (including, but not limited to, related patents, trademarks, and license agreements) of which the Contributor is personally aware, and conspicuously marking the work as "Submitted on behalf of a third-party: [named]".
8. The Contributor agrees to notify the Company of any facts or circumstances of which the Contributor becomes aware that would make these representations inaccurate in any respect.
9. **Non-use and Non-disclosure.** The Contributor acknowledges that the Source Code is important and derives independent economic value from its confidential nature. In consideration of this, the Contributor agrees not to use any of the Source Code for any purpose, except for research and development of Contribution(s) that improves the Game for the benefit of the whole gaming community therein. The Contributor also agrees not to disclose or otherwise make available any of the Source Code to anyone, including third parties and employees, except those employees of the Contributor who has a need to know for the sole purpose of carrying out such research and development works.
10. **Maintenance of Confidentiality.** The Contributor agrees to take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Source Code. Without limiting the foregoing, the Contributor agrees to take at least those measures that the Contributor uses to protect its own most highly confidential information and to ensure that its employees who have access to the Source Code have signed a non-use and nondisclosure agreement in content similar to the provisions hereof, prior to any disclosure of the Source Code to such employees. Apart from one working copy for development purpose, the Contributor agrees not to copy any of the Source Code unless and until the Company approves in writing such copying. The Contributor agrees to reproduce the Company's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. The Company may

request in writing at any time that any such approved copies be returned or destroyed with a written statement to the effect that upon such return or destruction the Contributor has not knowingly retained in its possession or under its control, either directly or indirectly, any approved copies and the Contributor shall comply with any such request within 7 days of receipt of such request. The obligations under this provision shall be continuing and shall survive the termination of this Agreement.

11. Unless the context otherwise requires, words herein importing the masculine feminine or neuter gender shall include the others of them and words herein in the singular shall include the plural and vice versa.

12. **Governing Laws.** This Agreement is governed by and shall be interpreted in accordance with the Laws of the Hong Kong Special Administrative Region (hereafter the “HKSAR”). The parties agree to submit to the exclusive jurisdiction of the Courts of the HKSAR.

Signed by _____
on behalf of the Company

Signed by _____
on behalf of the Contributor

Date _____

Date _____