VALVE CORPORATION

**STEAM DISTRIBUTION AGREEMENT – FREE GAME DEMO**

This STEAM DISTRIBUTION AGREEMENT (“**Agreement**”) is made and entered into by and between **Valve Corporation**, a Washington corporation, with offices located at 10500 NE 8th Street, Bellevue, WA 98004 (“**Valve**”), and **\_\_\_\_\_\_Shubhajit Saha\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, (“**Developer**”) located at \_\_\_\_\_\_\_\_Pune, Maharasthra, India.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, collectively the “**Parties**” and individually the “**Party**,” and is effective as of this \_24\_\_ day of \_May\_\_\_\_\_<month>, 2012 (“**Effective Date**”).

**RECITALS**

**A.** Developer has created a “Game Demo” pursuant to and as defined in the Steam Subscriber Agreement, the name of which is set forth in Exhibit A.

**B.** Developer wishes for Valve to distribute the Game Demo as set forth herein.

**AGREEMENT**

**1. Definitions.** The following terms will have the following meanings as used in this Agreement.

**1.1 “Affiliate”** shall mean a person or entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control of a Party.

**1.2** “**Anti-Cheat**” shall mean functionality designed to identify users who have used software or hardware processes or functionality that may give a player an unfair competitive advantage when playing multiplayer features of the Game Demos and ban such users from any future play on Anti-Cheat designated Game Demos servers.

**1.3** “**End Users**” shall mean individual users of the Game Demo.

**1.4** “**Game Demos Updates**” shall mean updating of the Game Demos for a reasonable number of corrections and enhancements provided by Developer for the Game Demos.

**1.5** “**Localized Version**” shall mean any versions of the Game Demos created for other languages or jurisdictions.

**1.6** “**Matchmaking**” shall mean providing End Users with a directory list of the Game Demos’ active multiplayer game servers, but shall not include hosting, creating or supporting the Game Demos’ multiplayer game servers.

**1.7** “**Steam**” shall mean Valve’s online delivery system.

**1.8** “**Steam Account Owner**” shall mean an End User who has obtained a Steam account, agreed to Valve’s Steam Subscriber Agreement and has a Valve-distributed version of the Game Demos.

**1.9** “**Steam Backend Services**” shall mean Matchmaking, Anti-Cheat, Game Demo Updates and any other services that Valve decides, in its sole discretion, to make available to Steam Account Owners and/or Developer.

**2. Delivery.**

**2.1 Delivery.**Developershall deliver to Valve a complete copy of the Game Demos in accordance with the delivery schedule set forth in Exhibit A. Thereafter, Developer shall deliver to Valve any Localized Versions and Game Demo Updates (in beta and final form) when available, but in no event later than they are provided to any other third party. Developer shall provide these copies in object code form, in whatever format Valve reasonably requests.

**2.2 Steam Compatibility.** Valve shall, with Developer’s cooperation, make the Game Demos compatible with Steam. Developershall, in cooperation with Valve, use reasonable efforts to maintain compatibility of the Game Demos with future versions of Steam.

**2.3 QA.**Developer shall perform quality assurance and other error testing of the Game Demos (including any Localized Versions and all Game Demo Updates and other deliverables delivered pursuant to **Section 5.2**), consistent with industry standards, prior to its delivery of final versions of each to Valve.

**2.5 No Other In-Application Stores.**The parties further agree that Game Demos distributed via Steam will not include functionality from or links to any store other than Steam, or any other facility for making purchases or payments.  For clarification, the preceding sentence does not apply to versions of Game Demos that are distributed outside of Steam (whether at brick-and-mortar retail stores or online), whether or not such versions use Steamworks.

**3. Licenses.**

**3.1 Code License.** Developer hereby grants to Valve a non-exclusive license to internally reproduce and modify the Game Demos in object code format solely as necessary to (a) enable the use and distribution of the Game Demos via Steam, and (b) support the Game Demos in the event that Developer fails to fulfill its obligations under **Section 5.1**. Developer shall use reasonable efforts to cooperate with Valve to maintain compatibility of the Game Demos with future versions of Steam.

**3.2 Localized Versions.**Developer shall deliver to Valve any Localized Versions of the Game Demos, in object code form, in beta and final forms. Upon delivery to Valve of any Localized Versions, such Localized Versions shall be deemed to become part of the Game Demos.

**3.3 Electronic Delivery License.** Developer hereby grants to Valve a non-exclusive, worldwide, royalty-free, fully paid up license to reproduce, publicly display and perform, transmit, sell, license and otherwise directly distribute the Game Demos in object code form via Steam.

**3.4 Trademark and Copyright License for Game Demos Marketing**. Developer hereby grants to Valve a worldwide, nonexclusive, royalty-free, fully paid up license, during the Term, to use, publicly display and perform, reproduce, distribute and display the trademarks, including logos, used for the Game Demos and materials from the Game Demos (e.g., screenshots, movies, etc.) (the**“Marks”**) as part of or in connection with promotion, marketing, licensing, or distribution of the Game Demos.

**3.5 Steam SDK License.** Valve hereby grants to Developer a non-exclusive, royalty-free, worldwide right and license to use and internally reproduce the Steam SDK (as defined in Exhibit B) solely for the purpose of integrating Steam Backend Services for the Game Demos and adapting the Game Demos for delivery and use via Steam.

**4. Marketing.**

Valve will, at its own expense and sole discretion, market and promote the Game Demos via Steam and the Steam web site located at [www.steamgames.com](http://www.steamgames.com) (collectively “**Steam Website**”), and press releases.

**5. Support.**

**5.1 Developer Support to Valve.** During the term of this Agreement, Developer shall provide Valve with the following support for the Game Demos: (a) deliver all corrections and enhancements, in object code form, made to the Game Demos, in beta and final forms, when available but in no event later than they are provided to any other third party; (b) promptly correct all material errors or defects in the Game Demos reported by Valve and deliver such corrections to Valve in object code form in a timely fashion; (c) provide such other reasonable additional support, including but not limited to providing to Valve any corrections or enhancements to the Game Demos as are necessary for Valve to provide the Steam Backend Services; and (d) promptly respond to Valve’s questions regarding the Game Demos. Upon delivery to Valve of final versions of any corrections and enhancements or other deliverables under this Section 5.1, such materials shall be deemed to become part of the Game Demos.

**5.2 Developer Support to End Users of the Game Demos.** Developer will provide support for End Users of Game Demos, including but not limited to general questions concerning use of the Game Demos and assisting customers in the diagnosis and correction of problems encountered in using the Game Demos.

**6. Term.**

**6.1 Term.** This Agreement shall become effective as of the Effective Date and continue until terminated in accordance with this Agreement.

**6.2. Termination for Convenience.** Valve may terminate the Agreement for convenience at any time. Developer may terminate this Agreement after expiration of the Initial Term, without cause, by providing Valve with thirty (30) days prior written notice of such termination. “Initial Term” means the period beginning on the Effective Date and ending one (1) year after the Game Demo has been released on Steam.

**6.3 Survival.**Sections 3.1 (but only for the purposes described in Section 3.1(b)), 6.3, 7, 8, 9, 10, 11, and 12 shall survive any termination or expiration of this Agreement. In addition, upon termination of this Agreement, Developer hereby grants to Valve a non-exclusive, worldwide, perpetual, irrevocable, fully-paid-up license to use, reproduce, transmit and distribute (directly or indirectly) the Game Demos and any error corrections in object code form via electronic delivery solely to Steam Account Owners who have receiveda Valve distributed version of the Game Demos prior to the date of any termination of this Agreement.

**7. Warranties; Disclaimer.**

**7.1 Mutual Representations and Warranties**. Each Party hereby represents and warrants that (a) this Agreement has been duly and validly executed and delivered by such Party and constitutes a legal and binding obligation of such Party, enforceable against such Party in accordance with its terms; (b) such Party has all necessary power and authority to execute and perform in accordance with this Agreement; and (c) such Party’s execution, delivery and performance of this Agreement will not conflict with or violate any provision of law, rule or regulation to which such Party is subject, or any agreement or other obligation directly or indirectly applicable to such Party or binding upon its assets.

**7.2 Developer Warranties**. Developer warrants that (a) it originally created the Game Demos, any Demo Version and the Marks, or acquired by written transfer directly from the original author(s) or inventor(s) all rights in the Game Demos, any Demo Version and the Marks; (b) the Game Demos delivered to Valve will conform in all respects to the functional and other descriptions contained in any documentation for the Game Demos, the system requirements for the Game Demos, and any marketing materials for the Game Demos; (c) the Game Demos, any Demo Version and the Marks do not infringe or misappropriate any copyright, trade secret, trademark, patent, or other proprietary right of any third party; and (d) the Game Demos, and any Demo Version does not contain any:

1. software viruses, trojan horses, or any other computer code, files or programs that are designed or intended to disrupt, damage or limit the functioning of any computer software or hardware or to damage or obtain unauthorized access to any data or other information of Valve or any third party; or
2. any other materials that are unlawful, defamatory, libelous.

**8. Indemnity**.

Developer will indemnify, pay the defense costs of, and hold harmless Valve and its Affiliates, successors, officers, directors and employees from any and all actions, causes of action, claims, demands, costs, losses, liabilities, expenses and damages (including reasonable attorneys’ fees) which, if true, would represent a material breach by Developer of its representations and warranties under Section 7 of this Agreement. Developer will reimburse Valve upon invoicing for any payment made by Valve in respect of any liability or claim to which any indemnity obligation under this contract relates. Valve will give prompt notice to Developer of any claim to which this section relates.

**9. Limitations of Liability.**

EXCEPT FOR LIABILITY ARISING UNDER SECTION 11 (CONFIDENTIALITY) AND SECTION 8 (INDEMNITY), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY PROVISION HEREIN, REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED. THE FOREGOING EXCLUSION SHALL APPLY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED PURSUANT TO SECTION 7, EACH PARTY DISCLAIMS ALL WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE AND ALL MATERIAL PROVIDED BY SUCH PARTY HEREUNDER IS PROVIDED “AS IS” AND WITHOUT WARRANTY OR REPRESENTATION.**

**10. Governing Law and Venue.**

**10.1** **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington as such laws apply to contracts performed within Washington by its residents.

**10.2 Disputes.** Any dispute arising under, in connection with, or incident to this Agreement or concerning its interpretation will be resolved exclusively in the state or federal courts located in the State of Washington and the Parties irrevocably consent to the exclusive exercise of jurisdiction by said courts. In such a dispute, legal process may be served upon Valve or Developer in the same manner as provided in **Section 12.1(i)**, that is by a copy of legal process sent via a nationally recognized delivery service. Service shall be deemed to have been made upon delivery of process. The Parties agree not to contest any such service of legal process made pursuant to this Section 10.2.

**11. Confidentiality.**

**11.1** “**Confidential Information**” shall mean the terms and conditions of this Agreement, the Steam SDK, and all other non-public information that either Party designates in writing as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential, including without limitation all tangible materials (e.g., written or printed documents and computer disks or tapes) containing such information. Confidential Information may include, without limitation, information relating to released or unreleased products, marketing or promotion of any product, business policies or practices, personnel, customers or suppliers, business and financial information, pricing and sales information, technology, computer programs, unpublished works of original authorship, trade secrets, or information received from third parties (including without limitation a Party’s clients, suppliers, or principals) that either Party is obligated to treat as confidential. Confidential Information shall not include information that: (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of receiving Party; (ii) is known by receiving Party at the time of disclosure and is not subject to restriction; (iii) is independently developed or learned by receiving Party without the use of any Confidential Information of the disclosing Party; (iv) is lawfully obtained from a third party that has the right, set forth in writing, to make such disclosure; or (v) is made generally available by disclosing Party without restriction on disclosure.

**11.2** The Parties understand and agree that any Confidential Information that may from time to time be made available or become known to either Party is to be treated as confidential, is to be used solely in connection with the performance under this Agreement, and is to be disclosed only to employees and contractors who have a need for such access. Both Parties will protect Confidential Information from unauthorized dissemination and use with the same degree of care that the Parties use to protect their own like information and in no event using less than reasonable care. Moreover, and without limiting the generality of the foregoing, both Parties shall enter into and maintain written confidentiality agreements with its employees and independent contractors sufficient to enable it to comply with all provisions of this Agreement. Subject to each Party’s rights as set forth herein, either Party shall return any memoranda or papers containing Confidential Information or other proprietary information belonging to the other Party promptly, upon request.

**11.3** Notwithstanding anything herein to the contrary, it shall not be a breach of this provision for either Party to disclose information in accordance with any judicial, administrative, or regulatory order or as necessary to comply with any applicable law or regulation governing regulated businesses or the issuance of securities to the public; provided, however, that prompt notice be given to the non-disclosing Party of the possibility of such disclosure, and that the potentially disclosing Party shall use its best efforts to resist disclosure, including without limitation, and if commercially reasonable to do so, cooperating with the non-disclosing Party in seeking protective orders or other similar relief if available in the applicable forum.

**12. General.**

**12.1 Notices.**All notices delivered in connection with this Agreement must be given via a paper writing. Notices will be deemed given as of (i) the day they are delivered on paper by a nationally recognized express delivery service (such as Federal Express or DHL), addressed as set forth below; or (ii) the day they are sent by fax to the fax number set forth below, but only if (A) the receiving fax device immediately generates a message, printed by the sending fax device, that confirms receipt, and (B) receipt of the fax is confirmed by a telephone call between sender and recipient.

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| **To Valve:**  Valve Corporation  10500 NE 8th Street, Suite 1000  Bellevue, WA 98004  Attn: C.O.O.  Phone: 425-889-9642  Fax: 425-827-4843 | **To Developer:**  \_Shubhajit\_Saha\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_Ubisoft Entertainment India Pvt. Ltd.  Kumar Cerebrum, Building-3, Level-6.  Kalyaninagar, Pune – 411006. India.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_  Phone: \_+91-9970186882\_\_\_\_\_\_\_\_\_\_\_\_  Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Email: \_shubhajit.saha2@gmail.com\_\_\_\_\_\_\_\_\_\_\_\_ |

**12.2 Assignment.** Developer may not assign this Agreement or its rights hereunder without Valve’s prior written consent. Valve may assign this Agreement or its rights hereunder in its sole discretion..

**12.3 Language, Interpretive Rules**. This Agreement is executed in the English language only. This Agreement has been fully negotiated by the Parties and will be interpreted according to the plain meaning of its terms without any presumption that it should be construed either for or against either Party. The Section headings used in this Agreement are for convenience only and are not to be used in interpreting this Agreement.

**12.4 Attorneys’ Fees.** In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing Party will be entitled to recover its costs, including attorneys’ fees.

**12.5 Waiver.** No waiver of any provision of this Agreement will be effective unless it is in a signed writing, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

**12.6 Cumulative Remedies**. The rights and remedies under this Agreement are cumulative and are not exclusive of any rights or remedies available at law or in equity or by any other agreement between the Parties.

**12.7** **No Agency.** Nothing in this Agreement will be construed to mean that any Party is appointed or in any way authorized to act as an agent of the other Party. This Agreement does not create any joint venture, partnership or formal business entity or organization of any kind.

**12.8 Severability.** If a court of competent jurisdiction holds any term, covenant or restriction of this Agreement to be illegal, invalid or unenforceable, in whole or in part, the remaining terms, covenants and provisions will remain in full force and effect and will in no way be affected, impaired or invalidated. If any provision in this Agreement is determined to be unenforceable in equity because of its scope, duration, geographical area or other factor, then the court making that determination will have the power to reduce or limit such scope, duration, area or other factor, and such provision will be then enforceable in equity in its reduced or limited form.

**12.9 Entire Agreement; Amendments.** This Agreement is not an offer by Valve and it is not effective until signed by both Parties. This Agreement, including the Exhibits attached hereto, which are incorporated by this reference, constitutes the entire agreement between the Parties with respect to the subject matter hereof and merges all prior and contemporaneous communications and proposals, whether electronic, oral or written, between the Parties with respect to such subject matter. This Agreement may not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Valve and Developer by their respective duly authorized representatives.

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| **Valve Corporation**  By   Name   Title   Signature Date | **Developer**  By   Name Shubhajit   Title Saha   Signature Date \_\_\_24th May, 2012.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**EXHIBIT A**

**List of Games**

**GAME DEMO Name and description**

Game Demo Name: Atooms to Moolecules

Description: Atooms to Moolecule is a chemistry based puzzle game. Explore the lab to see how Atooms

changes into Moolecules.

http://www.youtube.com/watch?v=F1EuZnheoMQ

Credits

Design, Art, Programming & Sound - Shubhajit Saha ( shubhajit.saha @ students.becs.ac.in ).

Level Designing & C oncept - Maya Agarwal ( maya.agarwal2 @ gmail.com ).

Music - Democracy, May and Nostalgia by Alexander Album May by Alexander Blu underC reative

C ommons Attribution-ShareAlike 3.0 Unported.

Atooms to Moolecules uses: C reator C lub's GameState Management sample under Microsoft

Permissive License.rtf and Erin C atto’s Box2D physics engine under the MIT License.

**Delivery Schedule**

Developer shall, in its best efforts, deliver a complete copy of the Game Demo at least thirty (30) days prior to the first release of such Game Demo on Steam.

**EXHIBIT B**

**Valve’s Tools and Technology**

Valve's Tools and Technology shall include:

1. Steam SDK

Means the tools and software code delivered by Valve for the purpose of integrating Steam and adapting the Game Demos for delivery and use via Steam.