



PLEASE READ THIS DOCUMENT CAREFULLY BEFORE DOWNLOADING OR USING THIS LICENSED APPLICATION. THIS LICENSE PROVIDES IMPORTANT INFORMATION CONCERNING THE LICENSED APPLICATION AND PROVIDES YOU WITH A LICENSE TO USE THE LICENSED APPLICATION AND CONTAINS WARRANTY AND LIABILITY INFORMATION. BY DOWNLOADING, INSTALLING, OR USING THE LICENSED APPLICATION, YOU ARE ACCEPTING THE LICENSED APPLICATION “AS IS” AND AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT. IF YOU DO NOT WISH TO BE SO BOUND, DO NOT DOWNLOAD, INSTALL, ACCESS, OR USE THE LICENSED APPLICATION.

“You” or “you” MEANS THE INDIVIDUAL WHO DOWNLOADS, INSTALLS, ACCESSES, OR USES THE LICENSED APPLICATION (AND IF YOU REPRESENT A LEGAL ENTITY, IT ALSO MEANS THAT ENTITY, AND YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT FOR THAT ENTITY).

Scope of License. The Software available for license hereunder is Legion, an artificial-intelligence creation tool for game developers, that may include 3d artwork, audio, games assets, code, or compiled code libraries (“referred to herein as the Licensed Application”). The Licensed Application is available for you for use only under the terms of this License. You acknowledge that this License Application and End User License Agreement is concluded between You and RIVAL THEORY INC (“RIVAL THEORY”) only.

1.Age Requirements. The Licensed Application is available for individuals aged 13 years or older. If you are 13 or older but under the age of 18, you should review these terms and conditions with your parent or guardian to make sure that you and your parent or guardian understand these terms and conditions.

2.Grant of License. RIVAL THEORY grants this perpetual, nonexclusive and nontransferable License that allows you to use the “Licensed Application” only for your own commercial or non-commercial purposes.

3. Indie and Commercial Licenses. An “Indie” license is available to individuals or to companies with revenue under fifty thousand US dollars (US\$50,000). If you qualify for the “indie” license, then the Licensed Application is Licensed for your own use only and may not be shared with any other person. All other licenses are considered Commercial licenses and require a separate agreement covering additional terms of use and financial obligations.

4. Rights Granted. This License provides you with limited rights to use the Licensed Application. RIVAL THEORY reserves all rights not specifically granted in this License, including domestic and international patents and copyrights. RIVAL THEORY retains all ownership, right, title and interest in and to the Licensed Application, its documentation and in all portions of the Licensed Application, including but not limited to trade secrets, knowhow, methodologies and processes, and in all copies and upgrades of the Licensed Application.

5. Third Party Claims. You acknowledge that, in the event of any third party claim that the Licensed Application or your use of the Licensed Application infringes a third party's intellectual property rights, RIVAL THEORY will be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

6. Support. RIVAL THEORY may, in its sole discretion, offer support for the Licensed Application. However, assistance may be accessed on forums provided on the RIVAL THEORY or an affiliated website. In using any forum, you may only reveal snippets of any source code distributed as part of the Licensed Application and may not present the code as a whole.

7. New Versions. RIVAL THEORY may from time to time release new versions, upgrades, or updates of the Licensed Application. If you wish to be notified when a new version of the Licensed Application is released, you must register the Licensed Application with RIVAL THEORY. All new versions or releases that are provided to you shall be considered part of the Licensed Application and shall be governed by the terms of this License Agreement. Additional fees for new versions, upgrades, or updates may apply.

8. Copyright Requirements. You agree to insure that the Licensed Application in your possession or control retains RIVAL THEORY's copyright legend and a notice that the Licensed Application is the

confidential and sole property of RIVAL THEORY, that this License Agreement is applicable to the Licensed Application, and that the provisions of this Agreement strictly limit access to the Licensed Application.

9. Use of Licensed Application. You may use the Licensed Application for the purposes of development of digital games. You shall not copy (except as expressly permitted by this License), decompile, reverse engineer, disassemble, include in other software, or translate the Licensed Application, or use the Licensed Application in any manner not authorized by this Agreement. You shall not modify, alter, change, or otherwise make any modification to the Licensed Application or create derivative works based upon the Licensed Application. You shall not rent, lease, resell, sublicense, assign, redistribute, export, or otherwise transfer the Licensed Application or this License. Any attempt to do so shall be void and of no effect. If You breach this restriction, You may be subject to prosecution and damages.

10. a. Ownership of Intellectual Property. RIVAL THEORY's logos, product names, manuals, documentation, upgrades, and other support materials are either patented, copyrighted, trademarked, constitute valuable trade secrets and/or confidential information (whether or not any portion of them may be copyrighted or patented or marked as such) or are otherwise proprietary to RIVAL THEORY. You shall not remove or obscure RIVAL THEORY copyright, trademark or other proprietary notices from any of the materials contained in or with the Licensed Application.

b. Distributable Content. The Licensed Application may contain or make available certain content that is expressly labeled as "Rivals", "Cores", or "Characters". Rivals, Cores, and Characters, as well as any other content obtained through the Licensed Application, are licensed to You, not sold. You may obtain access to and modify a Rival only through the Licensed Application. You may share your modified Rivals with other users of the Licensed Application, but solely within the sharing features of the Licensed Application. RIVAL THEORY licenses to you the ability to use Rivals, Cores, and Characters for commercial purposes, but solely as part of your application or product, subject to the requirements and limitations of this agreement. You do not have the right to distribute or resell Rivals, Cores, Characters, or other provided content or game assets except as explicitly granted in this agreement.

11. Confidential Information. The contents and source and object codes related to the Licensed Application and the accompanying documentation represent the Confidential Information of RIVAL THEORY. If you have access to this Confidential Information, you shall retain RIVAL THEORY's Confidential Information in the strictest confidence and shall not disclose such Confidential Information to any person, third party, agent, assign, company, machine, or other person or entity without RIVAL THEORY's express written consent, nor use the Confidential Information for any purposes other than authorized by this Agreement. You agree to use the Confidential Information only for the purposes of this Agreement and as expressly permitted by this Agreement; not to make copies of or store Confidential Information or any part thereof except as expressly permitted by this Agreement; not to reproduce and maintain on any copies of any Confidential Information such proprietary legends or notices as are contained in or on the original or as RIVAL THEORY may otherwise reasonably request. If you share the Licensed Application with any employees or independent contractors working on your project, you warrant and represent that all such individuals have read and have agreed to be bound by this Agreement. You consent and agree that in the event of actual or threatened breach of any confidentiality, disclosure or use restrictions in this Agreement, RIVAL THEORY will have no adequate remedy at law and will be entitled to immediate and injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

12. Credit. For all uses of the Licensed Application, you shall provide a credit to RIVAL THEORY and to the Licensed Application. Such credits shall appear on the game itself (if sold in physical packaging), within the game as part of a splash screen or credits screen, and on websites advertising the game, and shall be visible to the user. You must use credit markings approved by RIVAL THEORY, including approved imagery, logos, icons, wording, and all applicable trademark, patent, and copyright notices. RIVAL THEORY will make proper accreditation marks available to You on the RIVAL THEORY website.

13. Access to Services. The Licensed Application may enable access to RIVAL THEORY's website or online services. Use of such services may require Internet access and that You accept additional terms of service.

14. Access to the Internet. You understand and acknowledge that the transmission of data or information over the Internet or other publicly accessible networks is not secure, and is subject to

possible loss, interception or alteration while in transit. Accordingly, RIVAL THEORY does not assume any liability for any damage you may experience or costs you may incur as a result of any transmissions over the Internet or other publicly accessible networks.

15.Compliance with Applicable Laws. To the extent you choose to access the Licensed Application, you do so at your own initiative and are responsible for compliance with any applicable laws and regulations.

16.NO WARRANTY. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE LICENSED APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE LICENSED APPLICATION ("SERVICES") ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND RIVAL THEORY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. RIVAL THEORY DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE LICENSED APPLICATION, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE LICENSED APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE LICENSED APPLICATION OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED APPLICATION OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY RIVAL THEORY OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE LICENSED APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

17.LIMITATION OF LIABILITY. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL RIVAL THEORY BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE LICENSED APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF RIVAL THEORY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL RIVAL THEORY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

18.Export Restrictions. You may not use or otherwise export or re-export the Licensed Application except as authorized by United States law and the laws of the jurisdiction in which the Licensed Application was obtained.

19.Commercial Items. The Licensed Application and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Licensed Application" and "Commercial Computer Licensed Application 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. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Licensed Application and Commercial Computer Licensed Application Documentation are being licensed to non-U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

20.Location of End User. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a

terrorist supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

21. Your Indemnification. You shall indemnify, defend, and hold harmless RIVAL THEORY and its affiliates, officers, directors, shareholders, agents employees and contractors from and against any and all losses, liabilities, obligations, claims, suits, costs, expenses, damages, or judgments of any kind or nature whatsoever (including reasonable attorneys' fees and other reasonable expenses associated with litigation, and any costs incurred pursuing indemnification claims hereunder) (collectively "Claims"), whether actual or threatened, resulting from or in any way connected with (i) a violation of this Agreement; (ii) unauthorized use of the Licensed Application by You or any third party who makes use of the Licensed Application, including without limitation, any and all claims, actions, suits, or proceedings alleging fraud, breach of security, noncompliance with laws, breach of contract or negligence; (iii) third party claims related to your use of the Licensed Application under this Agreement; (iv) any services or transactions performed by You or the use of the Licensed Application by any third party; and (v) unauthorized disclosure of trade secrets or confidential information. This indemnification includes but is not limited to expenses incurred in settlement of Claims, or suits or judgments arising out of Claims. This indemnification extends beyond the term of this License, and shall be in addition to, and not in lieu of, any other remedy at law or in equity that may be available to RIVAL THEORY for any breach of this Agreement.

22. Termination. This License is effective until terminated by you or RIVAL THEORY. Your rights under this license will terminate automatically without notice from the RIVAL THEORY if you fail to comply with any term(s) of this License. Upon termination of the License, you shall cease all use of the Licensed Application, and destroy all copies, full or partial, of the Licensed Application.

23. Applicable Laws. The laws of the State of California, excluding its conflicts of law rules, govern this License and your use of the Licensed Application. Your use of the Licensed Application may also be subject to other local, state, national, or international laws.

24. Jurisdiction and Venue. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of any federal or state court or courts sitting in the State of California, which courts are

empowered to try the dispute, and the parties hereby agree to submit to the personal and exclusive jurisdiction and venue of these courts.

25. Entire Agreement. This Agreement contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written.

26. Remaining Provisions. If any portion hereof is found to be void or unenforceable, the remaining provisions of this License shall remain in full force and effect.

27. Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing. Failure, neglect or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed or be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.

28. Assignment. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred, in whole or in part, whether voluntary or by operation of law, without the prior written consent of RIVAL THEORY, and any purported assignment without such consent shall be void ab initio. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

29. Questions, Comments, and Concerns. All questions, comments or concerns with respect to this Agreement shall be directed to:

Rival Theory Inc.
6330 Riverside Plaza Lane, Suite 230
Albuquerque, NM 87120