

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 Licensed Application and Terms Of Use Agreement is concluded between You and RIVAL THEORY INC. ("RIVAL THEORY") only.

1.Intellectual Property Rights and Ownership of Content. Use of the Licensed Application involves the creation or adaptation of "Al Behavior and Configuration" content described in the Licensed Application as "Characters", "Rivals", "Rival Drafts", and "Working Copies". Al Behavior and Configuration content may be downloaded from the Legion Cloud Services or through other means provided by RIVAL THEORY. All Al Behavior and Configuration content obtained through any means is Licensed, not Sold, by RIVAL THEORY. In addition, any changes, upgrades, edits, modifications, additions, or replacements of Al Behavior and Configuration made by You is the sole property of RIVAL THEORY.

RIVAL THEORY retains the right to further change, modify, update, enhance, restrict the use of, resell,

distribute, commercialize, monetize, and use for any purpose all AI Behavior and Configuration content

created by or used with the Licensed Application.

2.Restrictions of Use. RIVAL THEORY will not restrict your use of legally obtained or created AI Behavior

and Configuration for commercial and non-commercial purposes, subject to the terms of the End User

License Agreement.

3. Separability and Remaining Portions. This Terms of Use Agreement applies in addition to, but not

superseding or replacing, the End User License Agreement. If any portion hereof is found to be void or

unenforceable, the remaining provisions of this Terms of Use Agreement and the End User License

Agreement shall remain in full force and effect.

4. 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.

5. 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.

6.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