**Supplier Source Code License Form**

This Supplier Source Code License Form (the *“License Form”*), is between Mojang AB (*“Mojang”*) and {[#:4|$: Supplier Company Name | D$:Select reference file| R$|COMMENT: Supplier Company Name]}, a Swedish company (“Supplier”). The License Form is effective on the date noted below (the “*Effective Date”)*.

This License Form is subject to the terms of the parties’ Master Supplier Services Agreement (the *“Master Agreement”*) dated July 18, 2019. Capitalized terms not defined herein have the meanings given in the Master Agreement.

This License Form is associated with the statement of work dated {[#:9|$: SOW Effective Date |DATE:MMMM d, yyyy|R$: SOW Effective Date]} (the *“Statement of Work”*).

This License Form consists of the terms and conditions below.

**Addresses and contacts for notices**

| **Mojang** | **Supplier** |
| --- | --- |
| Attention: {[#:1|$: Mojang Employee Full name |D$:Select reference file| NoUserInput| R$|COMMENT: Primary Contact for Mojang]} | Attention: {[#:5|$: Supplier Primary Contact | D$:Select reference file| R$|COMMENT: Supplier Company Primary Contact – Full Name]} |
| Address: Söder Mälarstrand 43  118 25 Stockholm | Address: {[#:6|$: Supplier Address | MULTILINE:4| D$:Select reference file | R$]} |
| Phone number: {[#:2|$: Mojang Employee Phone number |D$:Select reference file| NoUserInput| R$|COMMENT: +46702767228]} | Phone number: {[#:7|$: Supplier Phone number |D$: +46 070-CHANGE-ME | R$]} |
| E-mail: {[#:3|$: Mojang Employee E-mail |D$:Select reference file|NoUserInput|R$| [olof@mojang.com](mailto:olof@mojang.com) ]} | E-mail: {[#:8|$: Supplier E-mail | D$:Select reference file|R$]} |

**Term**

| Agreement ID Number: | **MSSA #** {[#:11|$: MSSA-ID | D$:Select reference file|R$|COMMENT:MSSA ID according the the contract tool]} |
| --- | --- |
| License Form Effective Date: | {[CopyFromArgument: SOW Effective Date |DATE:MMMM d, yyyy|INVISIBLE|COMMENT: SOW Effective Date]} |
| Term of License Form: | {[CopyFromArgument: SOW Effective Date |DATE:MMMM d, yyyy|INVISIBLE|COMMENT: SOW Effective Date]} **–** {[#:10|$: SOW Expiration Date |DATE:MMMM d, yyyy|D$: January 1, 2021|R$: SOW Expiration Date]} |

**Agreed and accepted**

| **Mojang** | **Supplier** |
| --- | --- |
| Mojang Signature:  {{\_e1s1\_signature}} | Supplier Signature:  {{\_e2s2\_signature}} |
| Mojang Name: {[CopyFromArgument: Mojang Attention |INVISIBLE]} | Supplier Name: {[CopyFromArgument: Supplier Primary Contact |INVISIBLE]} |
| Mojang Title:  \t1\ | Supplier Title:  \t2\ |
| Mojang Date:  {{\_e1s1\_date}} | Supplier Date:  {{\_e2s2\_date}} |

1. **Source Code Description**

Mojang licenses the following source code and related Deliverables to Company as delivered by Mojang: Minecraft Bedrock, Minecraft Java Edition, Minecraft Bedrock Realms, Minecraft Java Edition Realms (collectively “*Source Code*”). Mojang retains all rights, title, and interest in and to the Source Code.

1. **Source Code Grant**

Mojang gives Supplier a Derivatives Grant, as defined below, to the Source Code during the Term of this License.

* 1. **License Grants**. This section describes the license grants available for Source Code. The License Form will specify the license grant that applies to the Source Code covered by it.
     1. **Reference Grant.** A “*Reference Grant*” permits the Supplier to use Source Code as a reference for the purpose specified in the License Form. It can only be used in ‘read only’ form. Supplier may only view the Source Code directly or view it within a debugger. Supplier must not copy, download, or store Source Code files locally or on removable media.
     2. **Derivatives Grant.** A “*Derivatives Grant*” includes all of the rights of Reference grant. It also grants Supplier the following additional rights solely for the purpose set forth in the License Form. Supplier may:
        1. Store a copy of the Source Code on a single secure server at locations set forth in the License Form. Supplier may also make temporary copies of only those parts of the Source Code necessary to carry out work specified in the License Form. Those temporary copies must be stored only on secure machines at locations specified in the License Form and the temporary copies must be deleted when active debugging or development efforts are complete. Supplier will not commingle Source Code with other code or data that is unrelated to the debugging efforts.
        2. Modify, assemble, compile or link the Source Code if the Source Code includes sufficient Source Code files to build executable binary code. Supplier will leave in place, and not alter or obscure, all proprietary notices and licenses contained in the Source Code.
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  2. **No Excluded Licenses.** The license grants described above in this Section do not include any license, right, power or authority to subject the Source Code in whole or in part to any terms of an Excluded License. This includes derivative works of the Source Code.
  3. **No other licenses.** Mojang reserves all rights not expressly granted.

1. **Purpose**

This license provides Supplier with temporary access to the Source Code to perform work for Mojang's benefit. Supplier can only use the Source Code for the sole purpose of performing the Services as described in Statement of Work dated {[CopyFromArgument: SOW Effective Date |DATE:MMMM d, yyyy|INVISIBLE|COMMENT: MSSA EFFECTIVE DATE]}.

1. **Access**

Source Code will be accessed via GitHub. Supplier will follow any operating procedures and rules required for the method of delivery used. Only employees of the Supplier may access the Source Code. Access by the Supplier’s subcontractor or any other non-employee must be covered by a separate written agreement. Mojang may require Supplier to provide:

* + 1. The name and location of each employee who will have access to the Source Code; and/or
    2. A list of servers at each location that will store the Source Code.

Mojang may deny or restrict access to any person(s) or revoke access privileges at any time.

1. **Location**

Supplier can only use the Source Code at Mojang facility in Stockholm, Sweden. Mojang may approve Supplier’s use at other locations under this License Form on request. This approval must be in writing.

If permission is granted to access Source Code at a non-Mojang facility, the Supplier must own or lease that facility.

1. **Risk Events**
   1. **Cooperation**.If an unauthorized disclosure of or access to any part of the Source Code occurs (a “*Risk Event*”), Supplier will:
      1. Notify Mojang of the Risk Event immediately; and
      2. Cooperate with Mojang to regain possession and control of the Source Code and prevent any further Risk Event.

The foregoing does not limit Supplier’s obligations and liabilities or Mojang’s rights and remedies under this License Form and the Master Agreement, whether at law or in equity.

* 1. **Investigation**. At Mojang’s request, Supplier will use its best efforts to help Mojang and law enforcement authorities (*“Investigators”*) determine whether a Risk Event occurred. This includes providing all relevant details relating to the Risk Event. Supplier will permit Mojang or Investigators to conduct Risk Event investigations on Supplier’s physical premises. Supplier will also provide access to software, hardware, equipment, systems, log files, networks, related employee policies and training, and all other data relating to a Risk Event investigation. Supplier will only be required to provide access to these items to the extent they are available and under Supplier’s or its subsidiaries’ direct or indirect ownership, possession or control. Supplier will also help Mojang or Investigators in any legal actions or proceedings related to Risk Events on request. The Source Code is a valuable asset of Mojang and a Risk Event may cause Mojang irreparable harm. Supplier agrees that time is of the essence in protecting the Source Code and that Mojang does not need to obtain any injunction or court order to exercise its rights under this section.

1. **Employee cool-off period**

Supplier must take reasonable steps to ensure that the Intellectual Property contained in the Source Code is not incorporated into other projects or products. These steps will include restricting the work assignments of its employees who have access to the Source Code. Supplier will not permit these employees to contribute to the development of anon-Mojang software that provides substantially similar functionality to, or attempts to clone the features of the accessed Source Code functionality on a non-Mojang platform (“*Related Software*”), both while they have access to the Source Code and for one year thereafter. This does not restrict the employees from providing end-user support of Related Software.

1. **Unpublished Interfaces**

Supplier must not use the Source Code for the purpose of discovering and using interfaces other than those published by Mojang and made publicly available. Mojang will not support Supplier’s use of unpublished interfaces within the Source Code. Use of these interfaces may create additional support burdens for Supplier and Mojang. They may also adversely affect the user experience with Mojang’s products and products created for a Mojang platform. Examples of interfaces include functions, protocols, and on-disk or in-memory storage structures. Examples of published and publicly available interfaces include those in Software Development Kits, Driver Development Kits, and Mojang Developer Network.

1. **Comments and suggestions**

Supplier may provide suggestions, comments, or other feedback to Mojang regarding bug fixes, enhancements, or other modifications to the Source Code. Feedback is voluntary and, even if designated as confidential, Mojang may use it for any purpose without obligation of any kind. Unless the parties specifically agree in writing, feedback will not create any confidentiality obligation. Mojang will not have any obligation or restriction based on intellectual property rights or otherwise. Supplier will not give any feedback that it has reason to believe is subject to any third party patent, copyright, or other intellectual property claim or right.

1. **No warranty**

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1. **Limitation of liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL MOJANG BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT OR ITS PERFORMANCE. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, WHETHER MOJANG HAD BEEN ADVISED OF THE POSSIBLITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR WHETHER APPLICATION OF THE EXCLUSION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE. THIS EXCLUSION WILL NOT APPLY TO EITHER PARTY’S LIABILITY FOR BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR VIOLATION OF THE OTHER PARTY’S INTELLECTUAL PROPERTY RIGHTS.

1. **Confidentiality**

Supplier will not disclose the existence of this License Form without express written consent of Mojang. This License Form also constitutes Confidential Information, as defined in Section 6 of the MSSA.

1. **Term and termination**
   1. **Term**. This License Form commences on the Effective Date and will continue for the term on the first page of this License Form (“*Term”*). However, this License Form will automatically terminate without notice:
      1. If the purpose defined in Section 3 (Purpose) expires, or
      2. If it is otherwise terminated according to its terms.
   2. **Length of Term Renewal**. This License Form cannot extend or be renewed for a term longer than the time remaining on the Master Agreement or the Statement of Work, whichever expires first.
   3. **Effect of termination**.Upon termination of this License Form, Supplier will, at Mojang’s option:
      1. Return within 10 days all Source Code and related Deliverables provided under this License Form; or
      2. Destroy, in a timely manner, all Source Code and related Deliverables provided under this License Form. A Supplier executive will confirm in writing the destruction of all Source Code and related Deliverables.
   4. **Survival**. Sections 6 (Risk Events); 7 (Employee cool-off period); 9 Comments and suggestions; 10 No warranty; 11 Limitation of Liability; 12 Confidentiality; 13(c) (Effect of termination); and 13(d) (Survival) will survive expiration or termination of this License Form or the Master Agreement.
2. **Miscellaneous**
   1. **Counterparts.** The parties may execute this License Form in any number of counterparts. Each counterpart will be deemed an original and all counterparts will constitute one agreement binding on both parties. Facsimile and electronic signatures will be binding for all purposes.
   2. **Entire agreement.** This License Form is the entire agreement between the parties regarding its subject matter. It replaces all prior agreements, communications and representations between the parties regarding its subject matter.
   3. **No further amendment**. Except as modified by this License Form, the Agreement remains unmodified and in full force and effect.

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