

## **LICENSING AGREEMENT (OFFER)**

### **1. Parties**

- **Licensor:** NIVAL INTERNATIONAL LTD.
- **Licensees:** ANY PERSONS using the Licensor's intellectual property, whether by downloading the distribution or otherwise, who commits to act solely for non-commercial purposes (hereinafter referred to as "Licensees").

### **2. Subject of the Agreement**

The Licensor grants Licensees non-exclusive rights to use the intellectual property associated with the computer game "**PRIME WORLD**", specifically:

- Identity, designs, and narratives related to the game.
- Open access to the game's source code for purposes of study and modification.

### **3. Term of the License**

This license is granted for an indefinite period. The Licensor reserves the right to revoke the license at any time at its discretion. Revocation of the license is effected by publishing an appropriate notice on the Licensor's website. From the moment of such publication, Licensees are required to cease use of the intellectual property within three calendar days unless written consent is obtained from the Licensor to continue such use.

### **4. Obligations and Liability**

The Licensee agrees to:

- Comply with the terms of this Agreement.
- Not use the Licensor's intellectual property for commercial purposes.
- Immediately cease using the intellectual property upon the publication of a revocation notice on the website.
- Ensure that any modifications made by the Licensee to the Licensor's intellectual property shall automatically become part of the subject matter of this Agreement, and shall be governed by the same rights and obligations as apply to the original materials. Furthermore, such modifications shall be distributed freely, at no cost, and without any additional commercial restrictions, except those explicitly stated in this Agreement.. The Licensee warrants that such modifications are transferred free of any third-party claims and guarantees that, at the moment of transfer, they hold all rights necessary for such transfer, including but not limited to rights to images, code, music, text, and other components.

**In the event that any person uses the Licensor's intellectual property for commercial purposes, a penalty of not less than EUR 10,000 shall be imposed. If the revenue derived from such use exceeds this sum, the penalty shall be no less than 80% of such revenue, with the minimum penalty amount not being less than EUR 10,000. The higher of the two amounts will be applied.**

### **Limitation of Liability**

THE LICENSOR SHALL BEAR NO RESPONSIBILITY FOR ACTIONS TAKEN BY LICENSEES OR ANY OTHER PERSONS RELATED TO THE USE OF THE INTELLECTUAL PROPERTY, INCLUDING ITS USE WITH RESPECT TO THIRD PARTIES. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY OPERATIONAL FAILURES, COMPLETENESS OF THE CODE, EMOTIONAL DISTRESS, ETC. ANY USE OF THE LICENSOR'S INTELLECTUAL PROPERTY IS CARRIED OUT BY THE LICENSEES AT THEIR OWN RISK, AND THEY ASSUME ALL RISKS ASSOCIATED WITH SUCH USE. FURTHERMORE, THEY AGREE NOT TO HOLD THE LICENSOR LIABLE FOR ANY CLAIMS, LEGAL ACTIONS, AND SO FORTH.

### **5. Final Provisions**

Acceptance of the terms of this offer is made by the Licensee through the commencement of use of the Licensor's intellectual property. The Licensor reserves the right to amend the terms of this Agreement with subsequent notification to the Licensees by publication of the changes on the website.

**Effective Date of the Agreement:** MAY 5th 2024

### **Licensor's Contact Information:**

- Address: Address: 30 Panagioti Tsangari, Office No. 1, 4041, Limassol, Cyprus
- Registration Number: HE 354994
- E-mail: [legal@nival.com](mailto:legal@nival.com)