

TERMS AND CONDITIONS OF USE AND LIMITED SOFTWARE LICENSE

The following terms and conditions ("Terms") apply to your use of the MultiGame source code, scripts, documentation, example models/prefabs, .unitypackage contents, products, services, and any other physical or electronic materials provided or obtained in association with, or labeled as, MultiGame (hereinafter collectively referred to as "MultiGame"). By using MultiGame, you, on behalf of, and as an authorized representative of the company or individual obtaining MultiGame (hereinafter referred to as "You") expressly agree and accept and be bound by the Terms provided hereinafter and you agree that said acceptance constitutes an executed agreement between You and Well-Played Games LLC d/b/a Tech Drone ("Tech Drone") with regard to the same. Please read these Terms carefully before commencing use of MultiGame. If You do not wish to agree to the Terms, You must not commence use of MultiGame.

1. Limited License.

(a) Limited License Grant. Subject to and conditioned upon Your payment of invoiced fees and compliance with all other Terms herein, Tech Drone hereby grants to you a non-exclusive, non-sublicenseable, and non-transferable (except in compliance with [Section 11\(g\)](#)) license to: (i) use MultiGame to develop software applications and games; and (ii) sell, license, and/or distribute binary form, compiled, and executable software applications and games based on MultiGame to third parties in a manner that prevents the content of MultiGame to be known or available for modification by the third party. This limited license grant extends to Your direct employees and may be extended to an independent contractor if the independent contractor is performing software development services strictly on behalf of You and agrees to be bound by terms at least as limiting as these Terms. Your direct employees and said independent contractors are referred to collectively herein as "Authorized Users".

(b) Use Restrictions. You agree not to use MultiGame for any purpose beyond the scope of the license granted in Section 1(a). Without limiting the foregoing and except as otherwise expressly set forth herein, You shall not at any time, directly or indirectly: (i) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available MultiGame, any component of MultiGame, or any derivative work of MultiGame in a uncompiled, non-binary, human-readable, or native form; (ii) remove any proprietary notices from MultiGame; (iii) reverse engineer, decompile, circumvent protection measures, attempt to determine functionality or algorithms of MultiGame or in any way compromise the intellectual property or trade secrets that are contained in MultiGame; or (iii) use MultiGame in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(c) Reservation of Rights. Tech Drone reserves all rights in MultiGame not expressly granted to You herein and as further described in Section 6. Except for the limited rights and licenses expressly granted under these Terms, nothing grants, by implication, waiver, estoppel, or otherwise, to You or any third party any intellectual property rights or other right, title, or interest in or to MultiGame.

2. Your Responsibilities.

(a) General. You are responsible and liable for all uses of MultiGame arising from Your access to or use of MultiGame, whether such uses are directly or indirectly related to Your access and use, and whether or not such uses are permitted by or in violation of these Terms. Without limiting the generality of the foregoing, You are responsible for all acts and omissions of Authorized Users. Any act or omission by an Authorized User that would constitute a breach of these Terms if taken by You will be deemed a breach of these Terms by You. You shall take reasonable efforts to make all Authorized Users aware of these Terms and shall cause Authorized Users to comply with these Terms.

(b) Open-Source Components. If MultiGame contains certain open-source components, those open-source components will be identified on Exhibit A, if needed. You understand and acknowledge that such open-source components are not licensed to You pursuant to these Terms and that these Terms may not be construed to grant any such right and/or license to the open-source components. You shall have only such rights and/or licenses, if any, to use the open-source components if You comply with the respective license agreements for such open-source components. Further, You are solely responsible for maintaining compliance with license

agreements for the open-source components listed in Exhibit A and any other open-source component that You may introduce in Your development efforts.

3. Support. Tech Drone shall provide You with commercially reasonable support services for the period of one year from receipt of final payment for MultiGame.

4. Fees and Payment.

(a) **Fees.** You agree to pay Tech Drone the fees ("Fees") set forth in an invoice, payment request, or notification issued by Tech Drone listing MultiGame (or reasonably similar language identifying MultiGame), Your name, and the Fees (hereafter referred to as the "Invoice"). Said Invoice(s) is/are hereby incorporated by reference into these Terms. You shall make all payments in US dollars on or before any due date set forth in the Invoice. If You fail to make any payment when due, in addition to all other remedies that may be available: (i) Tech Drone may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; and (ii) You agree to reimburse Tech Drone for all reasonable costs incurred by Tech Drone in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees.

(b) **Taxes.** All Fees and other amounts payable by You under these Terms are exclusive of taxes and similar assessments. You are responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by You hereunder, other than any taxes imposed on Tech Drone's income.

5. Confidential Information. Tech Drone may disclose or make available to You information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"), such Confidential Information including, but not limited to, MultiGame itself. Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to You at the time of disclosure; (c) rightfully obtained by You on a non-confidential basis from a third party; or (d) independently developed by You. You agree not to disclose Tech Drone's Confidential Information to any person or entity, except to Your employees who have a need to know the Confidential Information for You to exercise Your rights or perform Your obligations hereunder. Notwithstanding the foregoing, You may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that You make the disclosure pursuant to the order, first give written notice to Tech Drone, and make a reasonable effort to obtain a protective order; or (ii) to establish Your rights under these Terms, including to make required court filings. On the expiration or termination of these Terms, the You shall promptly return to Tech Drone all copies, whether in written, electronic, or other form or media, of Tech Drone's Confidential Information, or destroy all such copies and certify in writing to Tech Drone that such Confidential Information has been destroyed. Your obligations of non-disclosure with regard to Confidential Information are effective as of the start date of your use of MultiGame and will expire five years from the date the Confidential Information was first disclosed to You; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of these Terms for as long as such Confidential Information remains subject to trade secret protection under applicable law.

6. Intellectual Property Ownership.

(a) You acknowledges that, as between You and Tech Drone, Tech Drone owns all right, title, and interest, including all intellectual property rights, in and to MultiGame. For clarity, Tech Drone's ownership rights include its exclusive right to license and distribute MultiGame source code in an uncompiled, non-binary, human-readable, or native form.

(b) **Feedback.** If You or any of Your Authorized Users sends or transmits any communications or materials to

Tech Drone by mail, email, telephone, or otherwise, suggesting or recommending changes to MultiGame, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Tech Drone is free to use such Feedback irrespective of any other obligation or limitation between the You and Tech Drone governing such Feedback. You hereby assign to Tech Drone on Your behalf, and on behalf of Your employees, contractors and/or agents, all right, title, and interest in, and Tech Drone is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Tech Drone is not required to use such Feedback.

7. Warranty Disclaimer. MULTIGAME IS PROVIDED "AS IS" AND TECH DRONE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. YOU SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. TECH DRONE MAKES NO WARRANTY OF ANY KIND THAT MULTIGAME, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. TECH DRONE ALSO STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR COMPONENTS OFFERED WITH MULTIGAME.

8. Limitations of Liability. IN NO EVENT WILL TECH DRONE OR ANY OF ITS OFFICERS OR DIRECTORS BE LIABLE UNDER OR IN CONNECTION WITH THESE TERMS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER TECH DRONE WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL TECH DRONE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO TECH DRONE UNDER THESE TERMS BY YOU IN THE ONE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9. Indemnification.

(a) Tech Drone Indemnification.

(i) Tech Drone shall indemnify, defend, and hold You harmless from and against damages and liabilities as limited in accordance with Section 8 ("Losses"), alleged against You resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that arises directly from Your use of MultiGame in accordance with these Terms, and alleging that MultiGame infringes or misappropriates a third party's intellectual property rights, provided that You promptly notify Tech Drone in writing of the Third-Party Claim, cooperate with Tech Drone, and allow Tech Drone sole authority to control the defense and settlement of such claim.

(ii) If such a claim is made or appears reasonably likely to be alleged by a third-party by overt acts of the third-party, as determined solely by Tech Drone, You agree to discontinue use of MultiGame until Tech Drone, using its sole discretion, either (A) modifies or replaces MultiGame, or a component or part thereof, to make it non-infringing, or (B) obtains the right for You to continue use of MultiGame. If Tech Drone determines, using its sole discretion, that neither of these alternatives is commercially reasonable, Tech Drone may immediately terminate these Terms, in their entirety or with respect to the affected component or part, upon written notice to You.

(iii) This [Section 9\(a\)](#) will not apply if the alleged infringement arises from: (A) use of MultiGame in combination with data, software, hardware, equipment, or technology not provided by Tech Drone; (B) modifications to MultiGame not made by Tech Drone; or (C) use of any version other than the most current version of MultiGame made available to You.

(b) Your Indemnification. You shall indemnify, hold harmless, and, at Tech Drone's option, defend Tech Drone and its officers and directors from and against any and all losses, damages, liabilities, costs (including attorneys' fees) resulting from any Third-Party Claim based on Your or Your Authorized User's: (i) negligence or willful misconduct; (ii) use of MultiGame in a manner not authorized or contemplated by these Terms; (iii) use of MultiGame in combination with data, software, hardware, equipment or technology not provided by Tech Drone; (iv) modifications to MultiGame not made by Tech Drone; or (v) use of any version other than the most current version of MultiGame made available to You, provided that You may not settle any Third-Party Claim against Tech Drone unless Tech Drone consents to such settlement, and further provided that Tech Drone will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS [SECTION 9](#) SETS FORTH YOUR SOLE REMEDIES AND TECH DRONE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT MULTIGAME INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. Term and Termination.

(a) Duration. The Terms provided herein are effective as of the date of Your first use of MultiGame (which includes initial accessing) and continues for a period of one year. These Terms between You and Tech Drone will be automatically renewed, each following year, unless termination occurs by operation herein.

(b) Termination. In addition to any other express termination right set forth in these Terms:

(i) Tech Drone may terminate these Terms, effective on written notice to You, if You (A) fail to pay any amount when due hereunder, and such failure continues more than thirty days after Tech Drone's delivery of written notice thereof; or (B) breach any of its obligations under [Section 1\(b\)](#) or [Section 5](#);

(ii) either You or Tech Drone may terminate these Terms, effective on written notice to the other, if the other materially breaches these Terms, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty days after the non-breaching party provides the breaching party with written notice of such breach; or

(iii) either You or Tech Drone may terminate these Terms, effective immediately upon written notice to the other, if the other: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Termination. Upon termination, the limited license granted hereunder will also terminate, and, without limiting Your obligations under Section 5, You shall cease using and delete, destroy, or return all copies of MultiGame and certify in writing to Tech Drone that MultiGame has been deleted or destroyed. No termination will affect Your obligation to pay all Fees that may have become due before such termination, or entitle You to any refund.

(d) Survival. This Section 10(d) and Sections 1(b), 4, 5, 6, 7, 8, 9, and 11 survive any termination or expiration of these Terms. No other provisions of Terms survive the termination.

11. Miscellaneous.

(a) Entire Agreement. These Terms, together with any other documents incorporated herein by reference, constitute the sole and entire agreement of the Parties with respect to the subject matter provided herein and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of these Terms and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, these Terms; and (b) second, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, email with confirmation of transmission, or certified or registered mail in each case, return receipt requested, postage pre-paid. Except as otherwise provided herein, a Notice is effective only: (i) upon receipt by the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall You or Tech Drone be liable to the other, or be deemed to have breached these Terms, for any failure or delay in performing its obligations, except for any obligations to make payments, if and to the extent such failure or delay is caused by any circumstances beyond reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Amendment and Modification; Waiver. No amendment to or modification of these Terms is effective unless it is in writing and signed by an authorized representative of You and Tech Drone. No waiver by You or Tech Drone of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth herein, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, You and Tech Drone shall negotiate in good faith to modify these Terms so as to effect the original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. These Terms are governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of North Carolina. Any legal suit, action, or proceeding arising out of or related to these Terms or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of North Carolina in each case located in the city of Charlotte and County of Mecklenburg, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(g) Assignment. You may not assign or transfer any of Your rights or delegate any of Your obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Tech Drone, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating party of any of its obligations hereunder. These Terms are binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

(h) Export Regulation. MultiGame may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release

MultiGame to, or make MultiGame accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making MultiGame available outside the US.

(i) Equitable Relief. You and Tech Drone acknowledge and agree that a breach or threatened breach of any of Your obligations under [Section 1\(b\)](#) or [Section 5](#), would cause Tech Drone irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, Tech Drone will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

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