

THIS HUMBLE BUNDLE STORE AGREEMENT ("Agreement") is made on the date you accepted this Agreement as set forth below, by and between Humble Bundle, Inc. ("Humble Bundle"), whose principal address is 2 Mint Plaza, Suite 604, San Francisco, California 94103, and developer ("Developer"), whose principal address is specified in the registration account you opened with Humble Bundle.

You acknowledge that by clicking on the "I Accept" or similar button at the bottom of this Agreement, you are: (i) representing that you are an authorized representative of Developer, authorized to enter this Agreement on Developer's behalf; and (ii) agreeing to be bound by the terms of this Agreement. If you do not agree to the terms and conditions of this Agreement, please click "I Decline."

## 1. DEFINITIONS.

1.1. "Customer" means any third-party end user who purchases the Products from Humble Bundle where such purchase originated from the Website Platform Interface.

1.2. "Documentation" means published written documentation related to the use or maintenance of the Products provided by Developer under this Agreement.

1.3. "Network Affiliates" means any marketing partner, subdistributor, and/or advertising channel that distributes or markets products similar to the Products with and/or on behalf of Humble Bundle.

1.4. "Platform Interface" means the application programming interface ("API") developed and owned by Humble Bundle, which will be made available to Developer without cost, for purposes of promoting and selling the Products in accordance with this Agreement.

1.5. "Product" means any digital product identified in Developer's Registration Account, including, without limitation, software, games, music, movies, and ebooks.

1. 1.6. "Registration Account" means the registration account opened with Humble Bundle.

2. 1.7. "Territory" shall be worldwide.

## 2. LICENSE.

2.1. DEVELOPER GRANT. Subject to the terms and conditions of this Agreement, Developer hereby grants to Humble Bundle during the Term (as defined in Section 8.1) a non-exclusive, non-transferable (except as permitted under Section 9) license, to use, sell, and offer to sell the Products to Customers within the Territory through the Platform Interface. For each Network Affiliate who operates as a subdistributor, Humble Bundle must obtain written permission from Developer to sublicense Product distribution. Subject to the foregoing, Developer also grants to Humble Bundle the right and license to: (a) host, reproduce, display, make available, and transmit a master compiled code

copy of the Products, and any updates or add-ons thereto, to Customers; (b) upon Developer approval, use Developer's trade names, Product names, and related

trademarks, service marks, and logos in connection with the marketing, promotion, and distribution of the Products; and (c) upon Developer approval, use all pictorial, graphic, audio, and audio visual works

including icons, screens, and characters related to the Products in connection with the marketing, promotion, and distribution of the Products. Developer approval will not be unreasonably withheld.

**2.2. HUMBLE BUNDLE GRANT.** Subject to the terms and conditions of this Agreement, Humble Bundle hereby grants to Developer during the Term a non-exclusive, non-transferable (except as permitted under Section 9) license to use, display, reproduce, and incorporate the Platform Interface into the Developer's website, including any sub-pages therein, throughout the Territory.

### **3. RESPONSIBILITIES.**

**3.1. PRODUCT PROMOTION AND CUSTOMER DELIVERY.** Humble Bundle and its Network Affiliates shall: (i) sell the Products via the Platform Interface and enable the Products to be purchased and downloaded from Humble Bundle's servers; and (ii) within a reasonable period of time following Humble Bundle's receipt from Developer of any Product maintenance release, bug-fix, patch, or version update, make the same available to Customers for electronic or digital download through its servers.

**3.2. CUSTOMER SUPPORT.** Humble Bundle shall be responsible for the technical implementation of the Platform Interface, and except for Developer's support obligations under this Agreement, the day-to-day operations, Customer support, and the processing and handling of sales originating from the Platform Interface. Developer shall be solely responsible for addressing and resolving, using commercially reasonable efforts: (i) all Product support inquiries, including, without limitation, technical support and troubleshooting, required by Customers as part of any end user license or warranty; (ii) Customer support issues concerning the Products; and (iii) other Customer feedback that Developer receives either on its own or forwarded from Humble Bundle.

**3.3. END USER LICENSE AGREEMENTS.** Any end user license agreements to be distributed with the Products shall be provided to Humble Bundle by Developer as part of Developer's build of the Products that is delivered to Humble Bundle. Developer shall be responsible for ensuring that such end user license agreements are properly integrated and configured so as to require end user acceptance of its terms as part of the end user installation of the Products. If no such end user license agreement is provided, Humble Bundled may distribute the Products without any end user license agreement.

**3.4. WEBSITE PLATFORM INTERFACE.** Humble Bundle will provide Developer with the Website Platform Interface, including any related tags, code, or documentation necessary to embed or otherwise incorporate the Website Platform Interface into the

Developer website. Except for the limited technical integration support described above, Humble Bundle shall have no obligation to provide technical or support services to Developer or the users of Developer's website.

### 3.5. PROMOTION AND MARKETING. Each of the Parties may promote and market the

Products with consent from the other Party. The Party shall remain responsible for, and shall at all times abide by and follow, those trademark, service mark, trade name, and logo usage guidelines established in writing from time to time by the other party for the use of the other party's proprietary trademarks, service marks, trade names, and logos. Approval for promotions and marketing will not be unreasonably withheld by either Party.

### 3.6. REPRESENTATIONS AND WARRANTIES.

3.6.1. BY DEVELOPER. Developer represents and warrants to Humble Bundle that: (i) the Products are and will remain reasonably free from defects except in the case of pre-release, alpha or beta sale; (ii) the Developer and the Products do and shall comply with all law, rules, and regulations throughout the Territory, and Developer has obtained all permits, licenses, and authorizations required for such distribution; (iii) Developer has all the necessary rights, title, and interest in and to the Products to grant Humble Bundle the rights and licenses contained in this Agreement; (iv) the Products do not and shall not infringe any copyright, patent, trade secret, or any other intellectual property, proprietary, or other rights of third parties, including rights of privacy and publicity; (v) the Products do not contain any malicious or harmful code, digital rights management technology, or time-sensitive devices that would inhibit the Customer's use of the Products or the personal computer system on which they may be installed; and (vi) Developer will use Customer information in compliance with Humble Bundle's publicly displayed privacy policy, Developer's publicly displayed privacy policy, and all applicable laws, rules, and regulations, including the CAN Spam Act of 2003. Developer shall defend, indemnify, and hold harmless Humble Bundle, and its officers, directors, agents, contractors and Customers, from and against any claim, liability, loss or damage arising out of or relating to a breach of any of the foregoing.

3.6.2. BY HUMBLE BUNDLE. Humble Bundle provides the Platform Interface and any Humble Bundle storefront to Developer on an "AS IS" and "AS AVAILABLE" basis. Humble Bundle makes no guarantees, representations, or warranties as to the Platform Interface, any Humble Bundle storefront, or any other accompanying material provided by Humble Bundle to Developer hereunder, and to the fullest extent permitted by law, Humble Bundle hereby disclaims all warranties that might otherwise be implied by law, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Without limiting the foregoing, Humble Bundle does not warrant that the Platform Interface or any Humble Bundle storefront will be reliable or correct; will meet Developer or its users' requirements; will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or is free of viruses or other harmful components.

#### 4. FEES. PRODUCT FEE AND TERMS.

4.1. Within thirty (30) days after the end of each calendar month, Humble Bundle shall pay to Developer ninety five (95%) of Adjusted Gross Revenue actually received by Humble Bundle from Humble Bundle's sales of the Products during the previous calendar month. All payments shall be in U.S. Dollars. Developer's payment information is specified in the Registration Account. Notwithstanding anything to the contrary herein, if Developer's earned balance is less than Two Hundred Fifty Dollars (\$250), no payment shall be made until the amounts owed by Humble Bundle exceed such amount. "Adjusted Gross Revenue" shall be defined as total revenue Humble Bundle actually receives minus deductions for returns, chargebacks, fees incurred by Humble Bundle for chargebacks and wire transfers, refunds, and Taxes (as defined in Section 4.2) associated with the sale of the Products. To the extent that the payment calculation results in a negative amount, that negative amount will be carried forward and deducted from any future amounts otherwise payable by Humble Bundle hereunder.

4.2. Humble Bundle shall collect and remit to the proper authorities any required sales tax, value added-tax, or similar tax, or government fees that are based on the sale of the Products (collectively "Taxes").

4.3 PRICING. The price of the Product shall be determined by the Developer. If a price change is desired, Developer will give Humble Bundle at least 7 days notice to execute a price change request.

5. DELIVERY OF PRODUCTS. Unless otherwise agreed by the parties, Developer will electronically deliver the Products along with a master compiled code copy of the Products to

Humble Bundle. Subject to the terms and conditions of this Agreement, Developer shall establish pricing for the Products in the Registration Account. Humble Bundle is responsible for delivering the Products to Customers.

6. CONFIDENTIALITY. Each party acknowledges and agrees that certain information which it may receive from the other party from time to time will be Confidential Information of the disclosing party. For purposes hereof, the term "Confidential Information" shall mean: (i) any source code and other information concerning or related to the Products or Platform Interface that are not readily known to the public and that are intended by the disclosing party to be confidential and marked as such; (ii) nonpublic information concerning the business or finances of the disclosing party; and (iii) any other non-public information which if disclosed to a third party could adversely affect a competitive advantage of the party whose information might be disclosed. Each party shall use at least the degree of care it applies to its own information of similar nature, but no less than reasonable care; use the other party's Confidential Information only for the purposes expressly permitted in this Agreement; and not to directly or indirectly disclose any of the disclosing party's Confidential Information to any third party without the prior written consent of the disclosing party. Developer consents to the use

by Humble Bundle of Developer's personal information for the purpose of performing its obligations hereunder and for any other purposes described in Humble Bundle's privacy policy posted on the [www.humblebundle.com](http://www.humblebundle.com) website.

7. LIMITATION OF LIABILITY. EXCEPT FOR LIABILITY ARISING UNDER SECTION 6, HUMBLE BUNDLE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES, EVEN IF IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Notwithstanding anything to the contrary, Humble Bundle's maximum liability under this Agreement, and the total amount of damages payable cumulatively to Developer, shall not exceed the aggregate amounts paid to Developer by Humble Bundle in the most recent twelve-month period immediately preceding the event constituting a breach or giving rise to a default.

## 8. TERM AND TERMINATION.

8.1. TERM. This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of one (1) year thereafter ("Initial Term"). This Agreement will automatically renew on expiration of the Initial Term for up to two (2) one-year renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term"), unless a party properly terminates sooner in accordance with the provisions set forth in Section 8.2 below, or a party provides the other party with written notice of termination prior to the expiration of the Initial Term or Renewal Term, as applicable, in which event this Agreement shall expire at the end of such Initial Term or Renewal Term.

8.2. TERMINATION OF AGREEMENT; SUSPENSION AND TERMINATION OF DISTRIBUTION. Either party may terminate this Agreement for any reason or no reason on seven (7) days prior, written notice to the other party. In addition, Humble Bundle may, without liability to the Developer, immediately suspend or terminate the distribution or promotion of any or all of the Products hereunder or suspend or terminate the Developer's use of the Platform Interface if: (i) compliance with laws or Customer support issues arise with respect to the Products; (ii) Humble Bundle receives a notice from a third party requesting removal due to alleged infringement; or (iii) if Humble Bundle otherwise determines that the Products or Developer are not in compliance with the requirements of this Agreement.

8.3. SURVIVAL. All financial obligations of the parties that accrue prior to the expiration or earlier termination of this Agreement, together with Sections 1, 3.7, 6, 7, 8.2, 8.3 and 9, shall survive expiration or termination of this Agreement and remain enforceable. In addition, following expiration or termination of this Agreement, Humble Bundle's rights and licenses granted hereunder shall survive, provided that distribution of the Products from download pages shall only be activated for Customers that purchased Products prior to the expiration or termination of this Agreement. At expiration or termination of this Agreement, Developer's license to the Platform Interface will immediately terminate, and Developer shall take steps to promptly remove the Platform Interface from its website.

9. MISCELLANEOUS. The relationship of the parties under this Agreement is that of independent contractors, and neither party will have the right to act as the agent of the other party. This Agreement shall be governed by and construed in accordance with the laws of California without reference to conflicts of laws principles. The Convention on the International Sale of Goods shall not apply. The parties hereby consent and agree to the exclusive jurisdiction of the state and federal courts located in California for all suits, actions, or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all objections to such courts, including but not limited to objections based on improper venue or inconvenient forum, and each party hereby irrevocably submits to the jurisdiction of such courts in any suits, actions, or proceedings arising out of or relating to this Agreement. Any term of this Agreement may be amended or waived only with the written consent of Humble Bundle and Developer. Any notice required or permitted to be given under this Agreement shall be delivered (i) by hand, (ii) by registered or certified mail, postage prepaid, return receipt requested, to the address of the other party first set forth above, or to such other address as a party may designate by written notice in accordance with this Section 9, (iii) by overnight courier, or (iv) by fax or e-mail with receipt confirmed or confirming copy mailed under the conditions described in (ii). Notice so given shall be deemed effective when received, or if not received by reason of fault of addressee, when delivered. This Agreement may not be assigned without consent of the other party, except to a party's successor-in-interest to all or substantially all of the business or assets of the assigning party. Any assignment made in contravention of the above shall be void and of no effect. If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be severed from the Agreement and the remainder of this Agreement shall be interpreted so as to best reflect the original intent of the parties. This Agreement and the business terms set forth in the Registration Account constitutes the sole entire agreement between the parties pertaining to the subject matter hereof, and supersedes all oral negotiations and prior writings with respect to the subject matter within this Agreement.