**IMPORTANT—READ CAREFULLY:** This agreement (“Agreement”) is between you, a legal entity (“COMPANY”), and Game Solutions LLC or one of its affiliates (“Game Solutions LLC”). This Agreement grants COMPANY limited rights to: (i) lease to their personal computers (“PCs”) that COMPANY acquires with the original equipment manufacturer (Game Kit Software), and

(ii) Rent the (Game Kit Software) Volume Licensing versions of certain Game Solutions LLC Software Products. By exercising rights under this Agreement, COMPANY agrees to its terms. If COMPANY does not agree, COMPANY may not lease PCs with Game Solutions LLC Software Products preinstalled and may not rent Game Solutions LLC Software Products. COMPANY may not exercise rights under this Agreement if either (1) COMPANY has a valid (Game Kit Software) License Agreement with Game Solutions LLC or a Game Solutions LLC affiliate or (2) COMPANY qualifies as an (Game Kit Software) affiliate under an (Game Kit Software) License Agreement. For purposes of this Agreement, “qualifies as an (Game Kit Software) affiliate” means that COMPANY is controlled by, or is under common control with, an entity that has a valid (Game Kit Software) License, where control means direct or indirect majority ownership. COMPANY also agrees that it will not exercise rights as an end user under the Game Solutions LLC Software License Terms for the units of Game Solutions LLC Software Products leased or rented under this Agreement (“License Terms”).  
  
**1. Lease rights and obligations**

1.1 License grant, limitations, and obligations

Notwithstanding anything to the contrary in the applicable License Terms for each Game Solutions LLC Software Product, Game Solutions LLC hereby grants to COMPANY the right to lease Game Solutions LLC Software Products on Leased PCs to its customers, each under a Lease (each as defined below). This grant is subject to COMPANY’s continuing compliance with the terms of this Agreement and all applicable license terms.

COMPANY must fully own the leased PCs (“Leased PCs”) and also must enter into a lease agreement (“Lease”) with each of its customers (“Lessees”). The Leased PCs must have Game Solutions LLC Software Products preinstalled and each Leased PC can be leased only to a single Lessee. Each Lease must (i) prohibit subleasing or sublicensing of the Leased

PCs, (ii) have a term of at least three years, and (iii) automatically terminate upon transfer of ownership of the Leased PC to the Lessee.

Use of each Game Solutions LLC Software Product by the Lessee shall be governed by the applicable License Terms for that Game Solutions LLC Software Product. COMPANY shall instruct each Lessee to use each Game Solutions LLC Software Product in accordance with the applicable License Terms.

This Section 1 does not grant any right to COMPANY to (1) lease Game Solutions LLC Software Products on a stand-alone basis; (2) lease or otherwise provide shared access to software products that are accessed from a host device that provides resources, services, and/or information to multiple client computers/workstations; or (3) lease Game Solutions LLC Software Products other than under a Lease, except as allowed in Section 2 below.

1.2 Distribution of the Game Solutions LLC Software Products

COMPANY shall market and distribute Game Solutions LLC Software Products to Lessees only as installed on the Leased PCs as outlined in this Agreement and **not** as "standalone" products. If COMPANY acquires Leased PCs that include a copy of Game Solutions LLC Software Products on separate (Game Kit Software) branded media (for example, CD-ROM) for recovery purposes, such recovery media may be provided to Lessee with the Leased PCs.

1.3 Obligations upon expiration or termination of Leases

When a Lease ends, COMPANY shall keep records of whether ownership of the Leased PCs is transferred to Lessee or to a Game Solutions LLC Authorized Refurbisher, or whether the Leased PCs with all Game Solutions LLC Software Products and related materials are destroyed. COMPANY does not have the right to transfer the Leased PCs to a different party or to release the Game Solutions LLC Software Products under this Agreement. Any further use or transfer is limited to the Lessee of the Game Solutions LLC Software Products and is governed solely by the applicable License Terms. COMPANY may re-lease Leased PCs at the end of a Lease provided COMPANY first properly acquires the right to do so.

**2. Rental Rights**

For each desktop or other personal computer on which COMPANY is licensed to run one of the qualifying applications identified in section 2.1 below (each, a “Qualifying Device”), Game Solutions LLC grants COMPANY the limited rental rights in this section 2.

2.1 Qualifying applications for Rental Rights – (Game Kit Software)

Qualifying applications are limited to certain applications acquired through specific Game Solutions LLC Programs. The qualifying applications (each, a “Qualifying Application”) by program type are:

**Game Solutions LLC Software products**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | License Agreement that applies to COMPANY’s license: | | | |
| Qualifying versions of Game Kit for Rental Rights | Base | Game Solutions LLC  Products and  Services  Agreement1 | Open  License1 | Select or Select  Plus Agreement 1 |
| Game Kit Full | X | X | X | X |
| Game Kit Lite | X |  |  |  |
| Game Kit Enterprise | X | X | X | X |
| Game Kit Pro | X |  | X | X |

1 For Game Solutions LLC Software Products purchased under this type of agreement, the “License Terms” are the Volume Licensing Product Terms and the associated terms under which COMPANY licensed the Game Solutions LLC License grant for Rental Rights – (Game Kit Software)

2.2 Notwithstanding anything to the contrary in the applicable License Terms for each Game Solutions LLC Software Product (Qualifying Application) identified in section 2.1, Game Solutions LLC hereby grants to COMPANY the right to exercise the rental rights allowed in Section 2.3 below. This grant is subject to COMPANY’s continuing compliance with the terms of this Agreement and all applicable license terms.

2.3 Rental Rights

For each Qualifying Device, Game Solutions LLC waives the prohibition in the License Terms against renting or leasing the Qualifying Application(s) for Leases and rentals that comply with the terms of this Agreement.

Use of each Qualifying Application by each user will be governed by the License Terms for that Qualifying Application. COMPANY must (1) require each user to accept the License Terms for each Qualifying Application in writing or electronically and (2) notify each user that Game Solutions LLC offers no warranty for the Qualifying Application and that Game Solutions LLC will not defend the user against any third-party claims or be liable for any damages arising from use of the software.

2.4 Additional requirements for rentals

The Qualifying Application may not be used in a virtual environment.

The Qualifying Application may not be accessed remotely, or in any other manner that enables a user to use the software on a device other than the device for which it is licensed, except as required for technical support purposes using Remote Assistance or similar technologies.

Commercial use: The rights in this section 2 may be exercised for commercial use only.

COMPANY agrees to indemnify, defend, and hold Game Solutions LLC harmless, including attorneys’ fees, for claims related to any use of a Qualifying Application under the rental rights granted in this section 2.

**3. Additional obligations of COMPANY**

3.1 Acquisition of Game Solutions LLC Software Products

All Game Solutions LLC Software Products, including those on Leased PCs must be genuine Game Solutions LLC Software Products, properly acquired.

3.2 Compliance with license requirements

COMPANY agrees to inform its employees and other individuals who have access to the Game Solutions LLC Software Products that the Game Solutions LLC Software Products: (i) are licensed by Game Solutions LLC, (ii) may be used only subject to the terms and conditions contained in this Agreement (including the applicable License Terms), and (iii) may not be copied, transferred, or otherwise used in violation of such terms and conditions. COMPANY agrees to use all commercially reasonable efforts to prevent any unauthorized distribution, use, duplication, or pirating of the Game Solutions LLC Software Products.

3.3 Term and termination of Agreement

This Agreement shall take effect on the date on which COMPANY enters into its first Lease or first exercises the rental rights in section 2 (if earlier) and will remain in effect until terminated by Game Solutions LLC. If Game Solutions LLC provides notice of termination, then COMPANY’s rights under this Agreement will terminate 90 days following the date of the notice; provided, however, that the rights granted by this Agreement with regard to Leases in effect at the time of termination shall survive for the entire length of those Leases. Game Solutions LLC also may terminate this Agreement immediately, upon notice, if COMPANY breaches this Agreement. If this Agreement is terminated, COMPANY and its affiliates may not enter into another version of this Agreement without Game Solutions LLC’s prior written consent.

**4. Limitation of liability**

There may be situations in which COMPANY has the right to claim damages from Game Solutions LLC or its affiliates. Whatever the basis for COMPANY’s claim (such as breach of contract or tort), liability of Game Solutions LLC and its affiliates will be limited to direct damages up to US$50.00. This monetary limitation will not apply to (i) liability for damages caused by Game Solutions LLC’s or its affiliates’, or their employees’ or agents’, recklessness or willful misconduct and awarded by a court of final adjudication or (ii) liability for personal injury or death caused by Game Solutions LLC’s or its affiliates’, or their employees’ or agents’, negligence or for fraudulent misrepresentation.

**Neither Game Solutions LLC, its affiliates, nor anyone else who has been involved in the creation, production, or delivery of the Game Solutions LLC Software Products, shall be liable for any indirect, consequential, or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of the use or inability to use the Game Solutions LLC Software Products even if Game Solutions LLC has been advised of the possibility of such damages.**

**COMPANY, its affiliates, and its franchisees must not make to any Lessee, or any user of rental rights, any representation with respect to the Game Solutions LLC Software Products or the use thereof, except as is explicitly set forth in the License Terms. COMPANY agrees to defend, indemnify, and hold harmless Game Solutions LLC and its affiliates from and against any and all claims arising from or relating to COMPANY’s breach of this Agreement or any negligent act or omission related to COMPANY’s activities under this Agreement.**

**5. Verifying compliance**

5.1 Right to verify compliance

COMPANY must keep records relating to the Leased PCs, its Leases, exercise of rental rights, and implementation of COMPANY’s obligations under this Agreement. Game Solutions LLC has the right to verify compliance with the Agreement, at Game Solutions LLC’s expense, during the term of the Agreement, and for a period of one year thereafter.

5.2 Verification process and limitations

To verify compliance, Game Solutions LLC will engage an independent accountant from an internationally-recognized public accounting firm, which will be subject to a confidentiality obligation. Verification will take place upon not fewer than 30-days’ notice, during normal business hours and in a manner that does not interfere unreasonably with COMPANY’s operations. COMPANY must promptly provide the accountant with any information the accountant reasonably requests in furtherance of the verification. As an alternative, Game Solutions LLC can require COMPANY to complete Game Solutions LLC’s self-audit questionnaire relating to the Leased PCs COMPANY leased, and rental rights COMPANY exercised, under this Agreement, but Game Solutions LLC reserves the right to use a verification process as set out above.

If Game Solutions LLC undertakes verification and does not find material unauthorized leasing, rental, or failure to keep records required under this Agreement (unauthorized leasing or rental, or records deficiency of 5 percent or more), Game Solutions LLC will not undertake another verification of the same entity for at least one year. Game Solutions LLC and Game Solutions LLC’s auditors will use the information obtained in compliance verification only to enforce Game Solutions LLC’s rights and to determine whether COMPANY is in compliance with the terms of this Agreement. By exercising its rights under this section 5.2, Game Solutions LLC does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

5.3 Remedies for noncompliance

If verification or self-audit reveals any unauthorized leasing or recording deficiencies, COMPANY must promptly acquire the necessary rights to reflect its leasing and rental activities. If material unauthorized leasing or failure to keep required records by COMPANY is found, COMPANY must reimburse Game Solutions LLC for the costs Game Solutions LLC has incurred in verification within 30 days of the finding.

**6. Confidential Information Protection**

The Company has taken commercially reasonable measures consistent with industry standard practices to protect the proprietary nature of the Confidential Information owned by Game Solutions LLC that are material to the business of the Company as currently conducted.

**7. General**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that COMPANY may not assign its rights or obligations under this Agreement in any way without the prior written consent of Game Solutions LLC.

If COMPANY is located in Europe, the Middle East, or Africa, this Agreement shall be construed under, and controlled by, the laws of Ireland, and COMPANY consents to jurisdiction and venue in the courts sitting in Ireland. Otherwise, this Agreement shall be construed under, and controlled by, the laws of the State of Delaware, United States, exclusive of its choice of law rules, and COMPANY consents to jurisdiction and venue in the courts State of Delaware, United States. Process may be served on either party in the manner as is authorized by applicable law or court rule. Sections 1.3, 3.3, 4, 5, 6, and 7 of this Agreement, as well as the prohibition on exercising rights as an end user under the License Terms for the units of Game Solutions LLC Software Products leased under this Agreement, will survive termination or expiration of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

competent jurisdiction within State of Delaware, United States.

I ----------------------------------------------------AGREE TO COMPLY WITH ALL THE REQUIREMENTS

OF THIS AGREEMENT AND UNDERSTAND THAT THIS AGREEMENT IS A LEGAL AND BINDING DOCUMENT BETWEEN YOU, THE ‘Client’ “Company” AND US, Game Solutions LLC

Client:

DATE: MM/ DD / YEAR

**Continuation:** At completion of project: I ………………………………………………………………………(Client) hereby sign that I am satisfied with the project

Date:   
Signature:

© 2019 Game Solutions LLC Corporation. All rights reserved.

## References:

Agreement for leasing or renting certain Microsoft Software Products. (2018). Retrieved from http://download.microsoft.com/download/6/8/9/68964284-864d-4a6d-aed9-f2c1f8f23e14/lease\_agreement\_for\_microsoft\_software\_products.pdf

Isotope11 Software Development Agreement. Retrieved from <https://isotope11.com/docs/Software_Development_Agreement.pdf>

Trade Secret Protection Sample Clauses. (2019). Retrieved from https://www.lawinsider.com/clause/trade-secret-protection

SOFTWARE DEVELOPMENT AGREEMENT. Retrieved from https://www.theknightsofunity.com/files/Contract\_The\_Knights\_of\_Unity.pdf

SOFTWARE DEVELOPMENT AGREEMENT. (2000). Retrieved from http://wps.ablongman.com/wps/media/objects/404/414115/ModelsTemplates/Contractor.pdf

Spotify for Artists Terms and Conditions. (2019). Retrieved from https://www.spotify.com/us/legal/spotify-for-artists-terms-and-conditions/

Valve Corporation New Employee Handbook. (2012). Retrieved from https://steamcdn-a.akamaihd.net/apps/valve/Valve\_NewEmployeeHandbook.pdf

Warsta, J. (2001). *Contracting in software business*. Oulu: Oulun yliopisto.

Welbilt Product Development Agreement. (2016). Retrieved from <https://www.welbilt.com/getattachment/About-Welbilt/Suppliers/PDA-Global-Mstr-Rev-2017-0421.pdf.aspx?lang=en-US>