**END-USER LICENSE AGREEMENT**

Last Updated: April, 2017

**1.    END-USER LICENSE AGREEMENT**

1.1 This End-User License Agreement (this “Agreement”) is made between VirtualRobot, LLC (“Licensor”, “we”, or “us”) and you as of the date you download and install the accompanying Software. The Agreement may be periodically updated and the current version will be posted at <http://www.virtualrobot.net/eula/> (the “Website”). Your continued use of the Software after a revised Agreement has been posted constitutes your acceptance of the revised Agreement’s terms.

1.2 THE “SOFTWARE” INCLUDES ALL SOFTWARE INCLUDED IN THIS AGREEMENT, ANY ACCOMPANYING DATA FILES, GRAPHICAL, AUDIO OR TEXTUAL ASSETS, THE ACCOMPANYING MANUAL(S), PACKAGING, AND OTHER WRITTEN FILES, ELECTRONIC OR ONLINE MATERIALS OR DOCUMENTATION, AND ANY AND ALL COPIES OF SUCH SOFTWARE AND ITS MATERIALS.

1.3 THE SOFTWARE IS LICENSED, NOT SOLD. BY OPENING, DOWNLOADING, INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, AND ANY OTHER MATERIALS INCLUDED WITH THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT WITH SIMPLE MACHINE. (“LICENSOR”), AS WELL AS THE PRIVACY POLICY LOCATED AT [http://www.virtualrobot.net/eula/](http://www.simplemachine.co/eula/).

1.4 PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO OPEN, DOWNLOAD, INSTALL, COPY, OR USE THE SOFTWARE.

**2.    LICENSE**

2.1 Subject to this Agreement and its terms and conditions, Licensor hereby grants you a nonexclusive, non-transferable, limited, and revocable right and license to use one copy of the Software for your personal, non-commercial use for gameplay on a single game platform (e.g. computer, mobile device, or gaming console) unless otherwise expressly specified in the Software documentation. Your license rights are subject to your compliance with this Agreement. The term of your license under this Agreement shall commence on the date that you install or otherwise use the Software and ends on the earlier date of either your disposal of the Software or the termination of this Agreement (see below).

2.2 The Software is licensed, not sold, to you, and you hereby acknowledge that no title or ownership in the Software is being transferred or assigned and this Agreement should not be construed as a sale of any rights in the Software. Licensor retains all right, title, and interest to the Software, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, audiovisual effects, themes, characters, character names, stories, dialog, settings, artwork, sounds effects, musical works, and moral rights. The Software is protected by U.S. copyright and trademark law and applicable laws and treaties throughout the world. The Software may not be copied, reproduced, or distributed in any manner or medium, in whole or in part, without prior written consent from Licensor. Any persons copying, reproducing, or distributing all or any portion of the Software in any manner or medium, will be willfully violating the copyright laws and may be subject to civil and criminal penalties in the U.S. or their local country. The Software contains certain licensed materials and Licensor’s licensors may also protect their rights in the event of any violation of this Agreement. All rights not expressly granted under this Agreement are reserved by Licensor and, as applicable, its licensors.

**3.    LICENSE CONDITIONS**

3.1 The license granted in Section 2 above is subject to your compliance with the following explicit conditions and your violation of any such conditions constitutes a breach of this Agreement and is beyond the scope of such license. Specifically, you agree not to:

3.2 commercially exploit the Software;

3.3 distribute, lease, license, sell, rent, convert into convertible currency, or otherwise transfer or assign the Software, or any copies of the Software or associated accounts, including but not limited to virtual goods or virtual currency (if applicable) without the express prior written consent of Licensor or as expressly set forth in this Agreement;

3.4 make a copy of the Software or any part thereof (other than as set forth herein);

3.5 make a copy of the Software available on a network for use or download by multiple users;

3.6 except as otherwise specifically provided by the Software or this Agreement, use or install the Software (or permit others to do same) on a network, for online use, or on more than one computer or gaming unit at the same time;

3.7 copy the Software onto a hard drive or other storage device in order to bypass the requirement to run the Software on specific validly licensed hardware (this prohibition does not apply to copies in whole or in part that may be made by the Software itself during installation in order to run more efficiently);

3.8 use or copy the Software at a computer gaming center, conference, convention, or any other location-based site for anything other than personal use; provided, that Licensor may offer you a separate license agreement to make the Software available for commercial use;

3.9 reverse engineer, decompile, disassemble, display, perform, prepare derivative works based on, or otherwise modify the Software, in whole or in part;

3.10 remove or modify any proprietary notices, marks, or labels contained on or within the Software;

3.11 restrict or inhibit any other user from using and enjoying any online features of the Software;

3.12 cheat or utilize any unauthorized robot, spider, or other program in connection with any online features of the Software;

3.13 violate any terms, policies, licenses, or code of conduct for any online features of the Software; or

3.14 transport, export, or re-export (directly or indirectly) into any country forbidden to receive the Software by any U.S. export laws or regulations or U.S. economic sanctions or otherwise violate any laws or regulations, or the laws of the country in which the Software was obtained, which may be amended from time to time.

**4.    ACCESS TO SPECIAL FEATURES AND/OR SERVICES, INCLUDING DIGITAL COPIES**

4.1 Software download, redemption of a unique serial code, registration of the Software, membership in a third-party service and/or membership in a Licensor service (including acceptance of related terms and policies) may be required to activate the Software, access digital copies of the Software, or access certain un-lockable, downloadable, online, or other special content, services, and/or functions (collectively, “Special Features”). Access to Special Features is limited to a single User Account (as defined below) per serial code and access to Special Features cannot be transferred, sold, leased, licensed, rented, converted into convertible virtual currency, or re-registered by another user unless otherwise expressly specified. The provisions of this paragraph supersede any other term in this Agreement.

**5.    TRANSFER OF PRE-RECORDED COPY LICENSE**

5.1 If applicable, you may transfer the entire physical copy of pre-recorded Software (and accompanying documentation on a permanent basis to another person as long as i) you retain no copies (including archival or backup copies) of the Software, accompanying documentation, or any portion or component of the Software or accompanying documentation, and ii) the recipient agrees to the terms of this Agreement. Such transfer may not be available or applicable if you purchased a digital copy of Software through a Software Store (as defined in Section 12 below). Transfer of the pre-recorded copy license may require you to take specific steps, as set forth in the Software documentation. Special Features, including content otherwise unavailable without a single-use serial code, are not transferrable to another person under any circumstances, and Special Features may cease functioning if the original installation copy of the Software is deleted or the pre-recorded copy is unavailable to the user. The Software is intended for private use only. NOTWITHSTANDING THE FOREGOING, YOU MAY NOT TRANSFER ANY PRE-RELEASE COPIES OF THE SOFTWARE.

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**7.    OWNERSHIP OF SOFTWARE**

1.1 *Software and Software Materials*. You acknowledge and agree that Licensor (or our sublicensors as applicable) owns all right, title and interest in and to the Software and all materials, content and assets included with or incorporated in The Software (“Software Materials”), including, without limitation, any intellectual property rights therein. We reserve all rights in the Software and the Software Materials, and nothing in this Agreement shall be construed as a license or transfer of any rights whatsoever in the Software or Software Materials except as explicitly stated herein.

1.2 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Software.

7.1 You agree that in using the Service, you will not use any trademark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

**8.    USER GENERATED CONTENT**

1.3 Certain current or future features of the Software may allow you to create, upload or share content. You understand that all content, information and materials of any kind (including, without limitation, data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) that you make available through the Software or create using the Software, whether alone or in combination with Software Materials (“User Content”) are your sole responsibility. You warrant and represent that i) you have all rights necessary to make the User Content available through the Software, ii) the User Content is not defamatory, libelous, degrading, in violation of applicable standards, customs or practices, or infringing of any third party’s rights, and iii) that Licensor’s use of the User Content for any purpose whatsoever does not infringe the rights of any third party.

1.4 We reserve the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all User Content.

1.5 **You are the owner of all User Content excluding any Software Materials included therein.** In exchange for the licenses granted to you by Licensor hereunder, **you hereby grant Licensor an exclusive**, perpetual, irrevocable, fully transferable, and sub-licensable (through multiple tiers), worldwide and throughout the known universe,**right and license to make use of the User Content** in any way and for any purpose whatsoever, including, but not limited to, the rights to reproduce, copy, adapt, modify, prepare derivative works of (including for inclusion in Our future products or future versions of the Software) perform, display, publish, broadcast, transmit, or otherwise communicate to the public by any means whether now known or hereafter developed, and to distribute. You hereby waive and agree never to assert any so-called “moral rights” of paternity, publication, reputation, or attribution with respect to Licensor’s and other players’ use and enjoyment of such assets in connection with the Software and related goods and services under applicable law. This license grant to Licensor, and terms above regarding any applicable moral rights, **will survive any termination of this Agreement.**

1.6 You agree that **you are solely responsible**for (and that we have no responsibility to you or to any third party for) any User Content that you create, transmit or display while using the Software and for the consequences of your actions (including, without limitation, any loss or damage which we may suffer) by doing so. User Content that you create, transmit, or display while using the Software must be appropriate for the Software. We may reject, remove, or edit any User Content that: (i) is unlawful, harassing, defamatory, abusive, hateful, threatening, obscene, harmful, tortious, libelous, or invasive of another’s privacy; (ii) attacks the character or damages the reputation of other users, name-calls, insults, ridicules, mocks, electronically stalks or otherwise harasses another individual; (iii) contains material or language that is profane, pornographic, sexually graphic, offensive, “off color,” political, or propaganda; (iv) infringes or violates any party’s rights, including, without limitation, using third-party copyrighted materials or the names or likenesses of others without appropriate permission and attribution, using third-party trademarks without appropriate permission or attribution or in a way that is likely or intended to cause confusion, or using or distributing third-party information (whether or not protected as a trade secret) in violation of a duty of confidentiality; (v) discloses or references any personally identifiable information belonging to you or a third party; (vi) depicts or describes any activities that would violate the personal privacy rights of others, including, without limitation, collecting and distributing information about others without their permission; (vii) impersonates any person or entity; falsely states or otherwise misrepresents an affiliation with any person or entity; intentionally omits, deletes, forges, or misrepresents transmission information, including, without limitation, headers, return mailing, and Internet protocol addresses; or otherwise manipulates identifiers to disguise the origin of any User Content transmitted to the Software; (viii) contains any worms, viruses, or other harmful, disruptive, or destructive files, code, or programs; (ix) interferes with, disrupts, or harms in any way the Software or any servers or networks connected to the Software; (x) uses the Software for any illegal purpose, or violates any applicable local, state, national, foreign or international law or regulation, intentionally or unintentionally; (xi) we otherwise determine to be inappropriate for the Software or inconsistent with our image and reputation.

**9.    THIRD PARTY CONTENT**

1.7 *Third Party Content*. All materials owned by third parties and included with or made available through the Software (“Third Party Content”) is and remains the exclusive property of those third parties. Nothing in this Agreement shall be construed as a license or transfer of any rights whatsoever in the Third Party Content except as explicitly stated herein. You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Third party Content (either in whole or in part) with the explicit written consent of that Third Party Content’s owner.

9.1 You understand that by using the Software you may be exposed to content from third parties, originating, without limitation, from other users of the Software and or from other third party software services. Any content originating from third parties remains in the sole responsibility and ownership of the third party. Third Party Content does not represent Licensor’s personal belief or opinion, and Licensor takes no responsibility for any Third Party Content. You take the risk of interacting with the Third Party Content including, without limitation, content that you find offensive, abusive, political, religious, or sexual, whether it originates from the third parties personal believe or is a statement of fact.

9.2 Your encounter with third party content may also expose you to third party advertisement and or promotional activity in connection with or within the third party content and services. Licensor does not warrant for content of the advertisement and or promotional activity, and does not take responsibility for the goods or services advertised and or promoted.

**10.    INTERNET CONNECTION**

10.1 The Software may require an internet connection to access internet-based features, authenticate the Software, or perform other functions. You agree that some or all features of the Software may be inaccessible in the absence of an internet connection. Further, licensor makes no warranty whatsoever that servers or internet services required to enable some or all features of the Software will be available at any specific time.

**11.    USER ACCOUNTS**

11.1 In order to use the Software or a software feature, or for certain features of the Software to operate properly, you may be required to have and maintain a valid and active user account with an online service, such as a third-party gaming platform or social network account (“Third-Party Account”), or an account with Licensor or a Licensor affiliate, as set forth in the Software documentation. If you do not maintain such accounts, then certain features of the Software may not operate or may cease to function properly, either in whole or in part. The Software may also require you to create a Software-specific user account with Licensor or a Licensor affiliate (“User Account”) in order to access the Software and its functionality and features. Your User Account log-in may be associated with a Third-Party Account. You are responsible for all use and the security of your User Accounts and any Third-Party Accounts that you use to access and use the Software.

**12.    SOFTWARE STORE TERMS**

12.1 You may have purchased this license to the Software through a third party platform or online platform or store (each referred to herein as a “Software Store”) including without limitation Steam, PSN, the Xbox store, the Apple App Store and the Android Marketplace. This Agreement and the provision of the Software through any Software Store is subject to the additional terms and conditions set forth on or in, or required by the applicable Software Store. All such applicable terms and conditions are incorporated herein by this reference. Licensor is not responsible or liable to you for any credit card or bank-related charges or other charges or fees related to your purchase transactions within the Software or through a Software Store. All such transactions are administered by the Software Store, not Licensor. Licensor expressly disclaims any liability for any such transactions, and you agree that your sole remedy regarding all transactions is from or through such Software Store.

12.2 This Agreement is solely between you and Licensor, and not with any Software Store. You acknowledge that the Software Store has no obligation to furnish any maintenance or support services to you in connection with the Software. Except for the foregoing, to the maximum extent permitted by applicable law, the Software Store will have no other warranty obligation whatsoever with respect to the Software. Any claim in connection with the Software related to product liability, a failure to conform to applicable legal or regulatory requirements, claims under consumer protection or similar legislation or intellectual property infringement are governed by this Agreement, and the Software Store is not responsible for such claims. You must comply with the Software Store Terms of Service and any other Software Store applicable rules or policies. The license to the Software is a non-transferable license to use the Software only on an applicable device that you own or control. You represent that you are not located in any U.S.-embargoed countries or other geographical areas or on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person’s list or Entity List. The Software Store is a third-party beneficiary to this Agreement and may enforce this Agreement against you.

**13.    INFORMATION COLLECTION & USAGE**

13.1 By installing and using the Software, you consent to the information collection and usage terms set forth in this section and Licensor’s Privacy Policy, including (where applicable) (i) the transfer of any personal information and other information to Licensor, its affiliates, vendors, and business partners, and to certain other third parties, such as governmental authorities, in the U.S. and other countries located outside Europe or your home country, including countries that may have lower standards of privacy protection; (ii) the public display of your data, such as identification of your user-created content or displaying your scores, ranking, achievements, and other gameplay data on websites and other platforms; (iii) the sharing of your gameplay data with hardware manufacturers, platform hosts, and Licensor’s marketing partners; and (iv) other uses and disclosures of your personal information or other information as specified in the above-referenced Privacy Policy, as amended from time to time. If you do not want your information used or shared in this manner, do not install or use the Software.

13.2 For the purposes all data privacy issues, including the collection, use, disclosure, and transfer of your personal information and other information, the Privacy Policy located at <http://www.virtualrobot.net/eula/>, as amended from time to time, takes precedence over any other statement in this Agreement.

**14.    WARRANTY**

14.1 LIMITED WARRANTY: Licensor makes no warranty against interference with your enjoyment of the Software; that the Software will meet your requirements; that operation of the Software will be uninterrupted or error-free (this includes any interruption or malfunction on the part of third party services included and or used in the Software); or that the Software will be compatible with third party software or hardware or that any errors in the Software will be corrected. No oral or written advice provided by Licensor or any authorized representative shall create a warranty. Because some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, some or all of the above exclusions and limitations may not apply to you.

14.2 Except as set forth above, this warranty is in lieu of all other warranties, whether oral or written, express or implied, including any other warranty of merchantability, fitness for a particular purpose, or non-infringement, and no other representations or warranties of any kind shall be binding on Licensor.

**15.    INDEMNITY**

15.1 You agree to indemnify, defend, and hold Licensor, its partners, licensors, affiliates, contractors, officers, directors, employees, and agents harmless from all damages, losses, and expenses arising directly or indirectly from your acts and omissions to act in using the Software pursuant to the terms of the Agreement.

15.2 IN NO EVENT WILL LICENSOR BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE, OR MALFUNCTION OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, PROPERTY DAMAGE, OR LOST PROFITS OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY, OR OTHERWISE, WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LICENSOR’S LIABILITY FOR ALL DAMAGES (EXCEPT AS REQUIRED BY APPLICABLE LAW) EXCEED THE ACTUAL PRICE PAID BY YOU FOR USE OF THE SOFTWARE.

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15.4 BECAUSE SOME STATES/COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, DEATH, OR PERSONAL INJURY RESULTING FROM NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, THESE LIMITATIONS AND/OR EXCLUSIONS AND ANY EXCLUSION OR LIMITATION OTHERWISE RESULTING FROM THE ABOVE INDEMNITY MAY NOT APPLY TO YOU. THIS WARRANTY SHALL NOT BE APPLICABLE SOLELY TO THE EXTENT THAT ANY SPECIFIC PROVISION OF THIS WARRANTY IS PROHIBITED BY ANY FEDERAL, STATE, OR MUNICIPAL LAW, WHICH CANNOT BE PRE-EMPTED. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

15.5 WE DO NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM OUR NETWORK AND OTHER PORTIONS OF THE INTERNET, WIRELESS NETWORKS, OR OTHER THIRD-PARTY NETWORKS. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF THE INTERNET AND WIRELESS SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES MAY IMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET, WIRELESS SERVICES, OR PORTIONS THEREOF. WE CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, WE DISCLAIM ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THIRD-PARTY ACTIONS OR INACTIONS THAT IMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET, WIRELESS SERVICES, OR PORTIONS THEREOF OR THE USE OF THE SOFTWARE AND RELATED SERVICES AND PRODUCTS.

**16.    TERMINATION**

16.1 This Agreement is effective until terminated by you or by the Licensor. This Agreement automatically terminates when Licensor ceases to operate the Software servers (for games exclusively operated online), if Licensor determines or believes your use of the Software involves or may involve fraud or money laundering or any other illicit activity, or upon your failure to comply with any of terms and conditions of this Agreement, including, but not limited to, the License Conditions above. You may terminate this Agreement at any time by (i) requesting Licensor to terminate and delete your User Account that is used to access or use the Software using the method set forth in the Terms of Service (if applicable) or (ii) destroying and/or deleting any and all copies of all Software in your possession, custody, or control.

16.2 Deleting the Software from your Game Platform will not delete the information associated with your User Account, If you reinstall the Software using the same User Account, then you may still have access to your prior User Account information. If this Agreement terminates due to your violation of this Agreement, Licensor may prohibit you from re-registering or re-accessing the Software. Upon any termination of this Agreement, you must destroy or return any physical copy of Software to Licensor, as well as permanently destroy all copies of the Software, accompanying documentation, associated materials, and all of its component parts in your possession or control, including from any client server, computer, gaming unit, or mobile device on which it has been installed. Upon termination of this Agreement, your rights to use the Software, will terminate immediately, and you must cease all use of the Software. The termination of this Agreement will not affect Licensor’s rights or your obligations arising under this Agreement.

**17.    EQUITABLE REMEDIES**

17.1 You hereby agree that if the terms of this Agreement are not specifically enforced, Licensor will be irreparably damaged, and therefore you agree that Licensor shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect any of this Agreement, including temporary and permanent injunctive relief, in addition to any other available remedies.

**18.    TAXES AND EXPENSES**

18.1 You shall be responsible for and shall pay and shall indemnify and hold harmless Licensor and any and all of its affiliates, officers, directors, and employees against all taxes, duties, and levies of any kind imposed by any governmental entity with respect to the transactions contemplated under the this Agreement, including interest and penalties thereon (exclusive of taxes on Licensor’s net income), irrespective of whether included in any invoice sent to you at any time by Licensor. You shall provide copies of any and all exemption certificates to Licensor if you are entitled to any exemption. All expenses and costs incurred by you in connection with your activities hereunder, if any, are your sole responsibility. You are not entitled to reimbursement from Licensor for any expenses, and will hold Licensor harmless therefrom.

**19.    TERMS OF SERVICE/PRIVACY POLICY**

19.1 All access to and use of the Software is subject to this Agreement, the applicable Software documentation, Licensor’s additional Terms of Service (if applicable), and Licensor’s Privacy Policy (available at www.universesandbox.com/privacy), and all terms and conditions of the Terms of Service (if applicable) are hereby incorporated into this Agreement by this reference. These agreements represent the complete agreement between you and Licensor relating to use of the Software and related services and products and supersede and replace any prior agreements between you and Licensor, whether written or oral. To the extent there is a conflict between this Agreement and the Terms of Service (if applicable), this Agreement shall control.

**20.    SEVERABILITY**

20.1 If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement shall not be affected.

**21.    GOVERNING LAW**

21.1 This Agreement shall be construed (without regard to conflicts or choice of law principles) under the laws of the State of California, except as governed by federal law. Unless expressly waived by Licensor in writing for the particular instance or contrary to local law, the sole and exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Licensor’s principal corporate place of business CITY, California, U.S.A.). You and Licensor consent to the jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by California state or federal law. You and Licensor agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to this Agreement or to any dispute or transaction arising out of this Agreement.

**22.    ADDITIONAL TERMS FOR APPLE APP STORE**

22.1 In the event that you have purchased the Software through Apple’s App Store, the terms of this Section 22 shall apply. To the extent that any terms in this Section conflict with other terms in this Agreement, the terms of this Section 22 shall control solely to the extent necessary to give effect to this Section.

22.2 You hereby acknowledge that the Agreement represents and includes the entire Apple’s Instructions for Terms of Developer’s End-User License Agreement (to be found under “https://www.apple.com/legal/internet-services/itunes/appstore/dev/minterms/“) (“Apples Instructions”) and does not exceed, limit or contradict the scope outlined in Apple’s Licensed application End User License Agreement (“Apple’s Terms”) (to be found under “https://www.apple.com/legal/internet-services/itunes/appstore/dev/stdeula/”).

22.3 You hereby warrant that you are not located in a country currently subject to a U.S. Government embargo, are not listed on any U.S. Government list of prohibited or restricted parties, and acknowledge that the Agreement includes the following:

(a)   The Terms of Services are between you and us granting you a non-transferable license to the Software only, and that Apple and its subsidiaries are third party beneficiaries to the Agreement granting them the right to enforce the Agreement against you; and

(b)   We are solely responsible for content and maintenance of the Software, and any product warranties, and not Apple, including the address of any regulatory, product liability, consumer protection, or intellectual property infringement claims, including third-party claims and investigation therein, with exception for the warranty under Section 14.3; and

(c)   You have had the opportunity to review the Apple’s Terms.

22.4 In the event that Software does not conform to any applicable product warranties, whether express or implied by law, Apple will refund the purchase price for the Software upon your notice.

**23.    CONTACT/QUESTIONS**

23.1 If you have any questions concerning this agreement, you may contact us by email at: info@virtualrobot.net