uWebKit PRO AND uWebKit PERSONAL SOFTWARE LICENSE AGREEMENT 3.X

Last updated: April 24, 2016

SUMMARY OF IMPORTANT USE RESTRICTIONS

Please Read the Entire Agreement and Definitions Below

Scope of License

This Software License Agreement governs your use of the Software. Depending upon your requirements and circumstances, you will be permitted to use either uWebKit Pro or uWebKit Personal. This Software License Agreement governs use of both uWebKit Pro and uWebKit Personal.

Which Version You Can Use

uWebKit Personal may solely be used with the Unity Personal Edition.

uWebKit Pro is required when using the Unity Professional Edition.

You May Not Use uWebKit Personal with the Unity Professional Edition

You must purchase a uWebKit Pro license to develop a Licensee Project with Unity Pro.

A Project License is Required for Each Licensee Project

If you purchase a uWebKit Pro license, you will receive a unique project key which can be shared with individuals within your department, designated division, or company that are working on the same Licensee Project. All uWebKit Pro users must purchase a project license for each Licensee Project.

uWebKit SOFTWARE LICENSE AGREEMENT 3.X

Acceptance and Legal Entity Representations

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. THE TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT ("AGREEMENT") GOVERN USE OF THE SOFTWARE UNLESS YOU AND THUNDERBEAST GAMES LLC ("TBG") HAVE EXECUTED A SEPARATE AGREEMENT GOVERNING USE OF THE SOFTWARE.

TBG is willing to license the Software to you only upon the condition that you accept all the terms contained in this Agreement. By checking the box with links to this Agreement, or by downloading, installing or using the Software, you are agreeing that you understand this Agreement and accept all of its terms. If you are accepting the terms of this Agreement on behalf of a Legal Entity, you represent and warrant that you have the authority to bind that Legal Entity to the terms of this Agreement, and, in such event, "you" and "your" will refer to that Legal Entity. If you do not accept all the terms of this Agreement, then TBG is unwilling to license the Software to you, and you must destroy all copies of the Software in your possession or control.

If you are accepting the terms of this Agreement for use of uWebKit Personal, you represent and warrant that the Licensee Project is solely developed using the Unity Personal Edition.

During the term of this Agreement, you expressly acknowledge and agree that if you are a uWebKit Personal user and change the Licensee Project to use the Unity Professional Edition, then you may no longer use uWebKit Personal, and you must either purchase uWebKit Pro or destroy all copies of uWebKit Personal in your possession or control.

1. Grant of License.

- 1. Use Rights. Conditioned upon your compliance with the terms and conditions of this Agreement and payment of all applicable fees, TBG grants you a non-exclusive, non-transferable license: (a) to install the Software, solely for internal use to develop a single Licensee Project during the applicable license term; and (b) to distribute the runtime portion of the Software, on a royalty-free basis, solely as embedded or incorporated into Licensee Project and solely to third parties to whom you license or sell Licensee Project pursuant to an agreement that is no less protective of TBG and its licensors as this Agreement. You may not sublicense the rights granted under clause 1(1)(a), but you may sublicense the rights granted under 1(1)(b) solely to third parties to whom you license or sell Licensee Project to act as distributors thereof pursuant to an agreement no less protective of TBG and its licensors as this Agreement.
- 2. *uWebKit Pro Project Key*. Each uWebKit Pro project license requires a unique Project Key. You may install and activate the Software on multiple computers within your department, designated division, or company, but only for use by individuals that are working on the same single Licensee Project.
- 3. Evaluation Use Restrictions. Anyone may use uWebKit Professional solely for non-commercial, evaluation purposes for a one-time period of seven (7) days. If you are using the Software on an evaluation basis, you may install the Software on a single computer only and you may not publish or distribute a Licensee Project in any form.

4. Educational, Non-Commercial, and Beta Version Use Restrictions. If you are using an educational, non-commercial, or beta version of the Software, your license to use the Software and distribute the runtime portion of the Software in your Licensee Project is limited to educational, non-commercial purposes.

2. Restrictions.

- 1. *uWebKlt Personal Restrictions*. You acknowledge and agree that as an express condition to the license rights granted under Section 1, you are not permitted to combine or integrate in any manner any Licensee Project developed with uWebKit Personal in the Unity Professional Edition. For the avoidance of doubt: if you are a permitted user of uWebKit Personal, you may commence a project using only the Unity Personal Edition.
- 2. General Restrictions. Except as expressly specified in this Agreement, you may not: (a) distribute, transfer, sublicense, lease, lend, rent or otherwise provide access to the Software to any third party; (b) use the Software to develop a competing product. You acknowledge and agree that portions of the Software, including but not limited to the source code and the specific design and structure of individual modules or programs, are confidential and constitute or contain trade secrets of TBG and its licensors. Accordingly, you agree not to disassemble, decompile or reverse engineer the Software, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by law notwithstanding this prohibition; (c) use the Software for any illegal purpose; (d) distribute in source code format any product made using the Software; or (e) circumvent or modify any uWebKit Pro Project Key activation functionality in the Software.

3. Ownership.

The Software is licensed, not sold. TBG and/or its licensors retain ownership of the Software including all intellectual property rights therein. The Software is protected by copyright law and international treaties. TBG reserves all rights in the Software not expressly granted to you in this Agreement. You will not delete or in any manner alter any TBG or third-party copyright, trademark or other proprietary rights notices or markings appearing on or in the Software (including the runtime portion thereof).

4. Fees and Taxes.

You agree to pay all amounts due for the Software as set forth in the applicable TBG online store, quote and/or invoice. TBG may offer other services in conjunction with the Software and such services shall be subject to the applicable terms of service and fees. All fees payable under this Agreement are net amounts and are payable in full, without deduction for taxes or duties of any kind. You will be responsible for, and will promptly pay, all taxes and duties of any kind (including but not limited to sales, use and withholding taxes) associated with this Agreement or your receipt or use of the Software, except for taxes based on TBG's net income.

5. Support.

You may email sales@uwebkit.com for assistance with uWebKit Pro Project Keys and issues with payment. Technical support may be offered by TBG at its sole discretion as described on the uWebKit.com website. You acknowledge and agree that TBG has no obligation under this Agreement to provide patches, updates, new releases or new versions of the Software.

6. Term.

For paid in full licenses, the license granted under this Agreement will remain in effect unless earlier terminated in accordance with this Agreement. TBG may cease offering licenses and/or updates and new versions for such licenses and may modify or terminate other Software license or service offerings at any time. The license granted under this Agreement will automatically terminate, with or without notice from TBG, if you breach any term of this Agreement or fail to pay all fees due for the license. Upon termination, you must promptly delete all copies of the Software in your possession or control.

7. No Warranty.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND. TBG AND ITS LICENSORS DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY WARRANTIES AND CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM TBG OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT.

8. Indemnity.

To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless TBG and its affiliates against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses, including, without limitation, reasonable legal fees, arising out of or accruing from your Licensee Project or your violation of this Agreement.

9. Limitation of Liability.

TBG AND ITS LICENSORS' TOTAL LIABILITY TO YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO THE GREATER OF THE AMOUNTS PAID BY YOU FOR THE SOFTWARE OR ONE HUNDRED U.S. DOLLARS (US\$100). IN NO EVENT WILL TBG OR ITS LICENSORS BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES

(INCLUDING LOSS OF DATA, BUSINESS, PROFITS OR ABILITY TO EXECUTE) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE EXECUTION OR PERFORMANCE OF THE SOFTWARE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT TBG OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

10. Export Law.

You agree to comply fully with all export laws and regulations to ensure that neither the Software nor any technical data related thereto nor any direct product thereof are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

11. Choice of Law and Dispute Resolution.

- 1. Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the state of Oregon, without regard to or application of conflict of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply.
- 2. Arbitration of Disputes. Any dispute arising out of or in connection with this Agreement, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration in the state or federal courts located in Lane County, Oregon, USA.

12. General.

This Agreement is the complete and exclusive understanding and agreement between the parties regarding its subject matter, and supersedes all proposals, understandings or communications between the parties, oral or written, regarding its subject matter, unless you and TBG have executed a separate agreement governing use of the Software. The English language version of this Agreement is legally binding in case of any inconsistencies between the English version and any translations. Any terms or conditions contained in your purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this Agreement are hereby rejected by TBG and will be deemed null. You may not assign or transfer this Agreement or any rights granted hereunder, by operation of law or otherwise, without TBG's prior written consent, and any attempt by you to do so, without such consent, will be void. Without limiting the generality of the foregoing, if you are an employee of a Legal Entity, you may not assign or transfer this Agreement or any rights granted hereunder to your employer without TBG's prior written consent, and any attempt by you to do

so, without such consent, will be void. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. All notices or approvals required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All notices or approvals will be sent to the addresses set forth in the applicable ordering document or invoice or to such other address as may be specified by either party to the other in accordance with this section. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties. If any provision of this Agreement is held to be unenforceable or invalid that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect.

13. Definitions.

"Commercial Entity" means any company, corporation, limited liability company, general partnership, limited partnership, limited liability partnership, proprietorship, joint venture or other form of business organization, excluding any government, non-profit, educational or academic institution.

"Legal Entity" means any Commercial Entity, Non-Commercial Entity or Sole Proprietor.

"Licensee Project" means the final game, application, software or other product that is developed by the Licensee using the Software as authorized by this Agreement.

"Non-Commercial Entity" means any government, non-profit, educational or academic institution, including but not limited to any primary or secondary school, vocational school, college or university.

"Software" means all 3.x versions and updates of all the uWebKit software products identified on uWebKit's website.

"Sole Proprietor" means any Commercial Entity that is owned or controlled by a single individual, with no other partners or employees.

"Unity Pro" means the premium version of Unity available to commercial entities not eligible to use Unity Personal.

"uWebKit Personal" means the version of the Software that is available to Individuals, Sole Proprietors, Commercial Entities and Non-Commercial Entities solely for use with the Unity Personal Edition.

"uWebKit Pro" means the version of the Software available to Individuals, Sole Proprietors, Commercial Entities and Non-Commercial Entities solely for use with the Unity Professional Edition.