Ramjet Anvil END-USER License Agreement

1. Parties to the Agreement/The Subject Matter of the Agreement:

1.1

This Ramjet Anvil User License Agreement (hereinafter referred to as "EULA") is a non-exclusive, legally binding END-USER license agreement between any individual or a single entity ("END-USER") that acquires an asset from Ramjet Anvil (Dutch Chamber of Commerce: 51133024), Meerbon 25, 2465BP Rijnsaterwoude, The Netherlands ("Licensor" or "Ramjet Anvil").

1.2

By installing, copying, accessing, downloading or otherwise using the Assets, END-USER agrees to be bound the provisions of this EULA. All definitions of the Terms shall also apply in this EULA unless the context clearly provides for a different understanding.

1.3

The subject matter of this EULA is the licensing to END-USER of any Asset acquired by END-USER from Ramjet Anvil. The Assets are licensed, not sold.

2. END-USER's Rights and Obligations

2.1

END-USER may use the licensed Assets only for their intended purpose.

2.2

Licensor grants to the END-USER a non-exclusive, worldwide, and perpetual license to the Asset to integrate Assets only as incorporated and embedded components of electronic games and interactive media and distribute such electronic game and interactive media. Except for game services software development kits ("Services SDKs"), END-USERS may modify Assets. END-USER may otherwise not reproduce, distribute, sublicense, rent, lease or lend the Assets. It is emphasized that the END-USERS shall not be entitled to distribute or transfer in any way (including, without, limitation by way of sublicense) the Assets in any other way than as integrated components of electronic games and interactive media. Without limitation of the foregoing it is emphasized that END-USER shall not be entitled to share the costs related to purchasing an Asset and then let any third party that has contributed to such purchase use such Asset (forum pooling).

2.3

EXCEPT FOR EDITOR EXTENSION ASSETS, END-USER is granted a license to install and use Assets on an unlimited number of computers provided that these computers are either all (i) physically located at a single physical location ("Site") belonging to END-USER, or (ii) laptops belonging to END-USER which have been made available by END-USER to its employees that are employed at the same Site. Consequently, any Asset may only be used at particular Site or on

computers assigned to END-USER's employees employed at the same Site and may only be moved to another Site subject to prior written approval from Licensor. THIS CLAUSE 2.3 DOES NOT APPLY TO ASSETS THAT ARE CATEGORIZED UNDER THE HEADING "EDITOR EXTENSIONS."

2.4

Editor Extensions: END-USER is granted a license to install and use any Assets which are categorized as "Editor Extensions" only on one (1) computer. For the avoidance of doubt, Editor Extension Assets are licensed on a per computer basis may not be shared or used concurrently on different computers.

2.5

END-USER shall pay for the license to the Assets in accordance with the payment process provided by Ramjet Anvil. END-USER shall provide customary billing and tax information such as name, billing address, credit card information and VAT number (for EU residents). END-USER agrees to pay for all purchases hereby authorizes the collection of such amounts including applicable taxes by charging the credit card provided, either directly by Ramjet Anvil or indirectly, via a third party online payment processor. VAT numbers cannot be added or changed after the purchase is completed. If you are directed to a third party payment processor, you may be subject to terms and conditions governing use of that third party's service and that third party's Privacy Policy. Please review such third party's terms and conditions and privacy policy before using the services. All sales are final and there shall be no refunds except as required by law, or at the discretion of Ramjet Anvil.

2.6

Some components of Assets may also be governed by applicable open source software licenses. In the event of a conflict between the applicable EULA and any such open source licenses, the open source software licenses shall prevail with respect to those components.

2.7

Additional restrictions may apply for specific assets, in which case those will be included in an Appendix. If any restrictions defined in the Appendix are in conflict with this EULA, the restrictions defined in the appendix override those defined in this EULA.

3. Licensor's Rights and Obligations

3.1

Licensor shall render support services to END-USER only in the event a special agreement to this effect has been entered into.

4. Termination

4.1

Without prejudice to any other rights, Licensor may terminate this EULA if END-USER fails to comply with the terms and conditions of this EULA and the Terms.

4.2

END-USER may terminate END-USER's license at any time.

4.3

In the event that Ramjet Anvil at its discretion or as a result of a decision made by any competent court or authority makes a refund to END-USER of the fees paid for any Asset, then this EULA shall terminate for such Asset.

5. Duplication Rights/Back Up Copy

5.1

END-USER may not make copies of the Assets, except and only to the extent that such activity is expressly permitted under mandatory statutory applicable law. In addition Licensor acknowledges that copies of the Assets may be made when the Assets have been integrated as parts of electronic games and interactive media, cf. Section 2.3 above.

5.2

After installation of one copy of the Asset pursuant to this EULA, END-USER may keep the original copy of the Asset solely for back up or archival purposes.

6. Reverse Engineering, Decompilation, and Disassembly

6.1

Except for Services SDKs, END-USER may modify assets. END-USER shall not reverse engineer, decompile, or disassemble Services SDKs, except and only to the extent that such activity is expressly permitted under mandatory statutory applicable law.

7. Trademarks

7.1

This EULA does not grant END-USER any rights in connection with any trademarks or service marks of Licensor, Provider or Licensor's other suppliers.

8. Upgrades and Support

8.1

Assets identified as upgrades replace and/or supplement the licensed Assets.

8.2

Licensor may at its own discretion from time to time provide upgrades of the Assets to END-USER without requesting further payment. Irrespective hereof END-USER is only entitled to licenses to upgrades if END-USER has entered into an Upgrade Agreement with Licensor. END-USER may

use the upgraded Assets only in accordance with the terms of this EULA.

8.3

END-USER is only entitled to support if END-USER has entered into a Support Agreement with Licensor.

9. Copyright

9.1

The Assets are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

9.2

All title and intellectual property rights in and to the Assets (including but not limited to any software, images, photographs, animations, graphics, 3D graphics, video, audio, music, text, tutorials, and "applets" incorporated into the Assets), the accompanying printed materials, and any copies of the Assets are owned by Licensor. All rights not expressly granted are reserved by Licensor.

10. Disclaimer of Warranties

10.1

END-USER EXPRESSLY UNDERSTANDS AND AGREES THAT ITS USE OF THE ASSETS IS AT END-USER'S SOLE RISK AND THAT THE ASSETS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN PARTICULAR, LICENSOR, ITS SUBSIDIARIES, HOLDING COMPANIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO END-USER THAT:

(A) END-USER'S USE OF THE ASSETS WILL MEET END-USER'S REQUIREMENTS,

(B) END-USER'S USE OF THE ASSETS WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,

(C) ANY INFORMATION OBTAINED BY END-USER AS A RESULT OF END-USER'S USE OF THE ASSETS WILL BE ACCURATE OR RELIABLE, AND

(D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO END-USER AS PART OF THE ASSETS WILL BE CORRECTED.

10.2

END-USER'S USE OF ANY ASSETS IS AT END-USER'S OWN DISCRETION AND RISK AND END-USER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO END-USER'S COMPUTER SYSTEM, OR OTHER DEVICE, OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

10.3

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES TERMS OR CONDITIONS OF ANY KIND,

WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES TERMS AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO ANY ASSETS.

10.4

NONE OF THE ASSETS ARE INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, LIFE SUPPORT SYSTEMS, EMERGENCY COMMUNICATIONS, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, OR ANY OTHER SUCH ACTIVITIES IN WHICH CASE THE FAILURE OF THE ASSETS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

11. Limitation of Liability

11.1

LICENSOR AND ITS SUBSIDIARIES, HOLDING COMPANIES AND OTHER AFFILIATES TOTAL LIABILITY TO END-USER FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY UNDER THESE TERMS WILL BE LIMITED TO THE AMOUNTS PAID TO END-USER BY END-USER IN THE PAST SIX MONTHS FOR THE ASSETS RELATING TO THE DISPUTE. IN NO EVENT WILL LICENSOR OR ITS SUBSIDIARIES, HOLDING COMPANIES AND OTHER AFFILIATES SHALL BE LIABLE TO END-USER 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 THESE TERMS OR ANY ASSETS DOWNLOADED OR OTHERWISE OBTAINED FROM RAMJET ANVIL, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT LICENSOR HAS 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.

11.2

END-USER EXPRESSLY UNDERSTAND AND AGREE THAT LICENSOR, ITS SUBSIDIARIES, HOLDING COMPANIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO END-USER FOR ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY END-USER, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(I) ANY RELIANCE PLACED BY END-USER ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN END-USER AND LICENSOR OR ANY, DEVELOPER, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS IN THE ASSETS OR ON RAMJET ANVIL;

(II) ANY CHANGES WHICH LICENSOR MAY MAKE TO THE ASSETS, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF RAMJET ANVIL OR THE ASSETS (OR ANY FEATURES WITHIN THE ASSETS);

(III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH END-USER'S USE OF THE ASSETS;

(IV) END-USER'S FAILURE TO PROVIDE RAMJET ANVIL WITH ACCURATE ACCOUNT INFORMATION;

11.3

NOTHING IN THE TERMS EXCLUDES THE LIABILITY FOR LICENSOR, ITS SUBSIDIARIES OR AFFILIATES FOR: (I) DEATH AND PERSONAL INJURY CAUSED BY NEGLIGENCE; (II) FRAUDULENT MISREPRESENTATION; OR (III) ANY OTHER LIABILITY WHICH CANNOT BE LIMITED BY APPLICABLE LAW.

12. Export Restrictions

12.1

Assets made available by Ramjet Anvil may be subject to laws, administrative regulations and executive orders of those authorities responsible according to any applicable laws relating to the control of imports and exports of the Assets ("Export Laws"). You agree to comply with all applicable Export Laws and you shall not export or re-export directly or indirectly (including via remote access) any part of the Assets to any country to which a license is required under the Export Laws without first obtaining a license.

13. Venue and Applicable Law

13.1

This EULA and END-USER's relationship with Licensor under this EULA, shall be governed by the laws of The Netherlands without regard to its conflict of laws provisions. 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 simplified arbitration arranged by The Netherlands Arbitrage Institute in accordance with the rules of simplified arbitration procedure adopted by The Netherlands Arbitrage Institute and in force at the time when such proceedings are commenced. Notwithstanding this, Provider agrees that Licensor shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

APPENDIX 1: Wingsuit Arcade Unity Project

1. Definitions

WINGSUIT-ARCADE: Name used to refer to a specific asset created and sold by Ramjet Anvil in collaboration with third parties.

2. Ownership

2.1

A subset of assets included in the WINGSUIT-ARCADE are not owned by Ramjet Anvil, and are proprietary material of their respective rights holders.

The following entities are rights holders to their respective included assets:

- Jarno Cordia
- Koelstof (Now defunct)

2.2

Ramjet Anvil has express permission from the rightsholders defined in clause 2.1 of this appendix to distribute assets as part of the WINGSUIT-ARCADE. All usage restrictions as described in clause 2 of the EULA apply, with the following exceptions:

- Clause 2.2: Assets owned by the rights holders may not be incorporated and embedded as components of electronic games and interactive media and distribute such electronic game and interactive media. They may only be used as reference material, unless expressly permitted by the rights holders.

- Clause 2.3: Modification of assets owned by the rights holders is not allowed unless expressly permitted by the rights holders.

2.3

Specification of all proprietary assets included in Wingsuit Arcade Unity Project owned by Ramjet Anvil.

- Unity Project Configuration
  - Editor & Player Settings
  - Folder Structure
  - Import Settings
  - Prefab Definitions
- Source Code
  - All source code assets found in the Assets/Editor/RamjetAnvil folder
  - All source code assets found in the Assets/Plugins/RamjetAnvil folder
  - All source code assets found in the Assets/Scripts/ folder
- Sound Effects

- body_01.wav
- wing_01.wav

All other assets contained in WINGSUIT-ARCADE are proprietary material of their respective rights holders, and the above restrictions apply to them.