

## **uFRAME END USER LICENSE AGREEMENT**

This End User License Agreement (“Agreement”) is a legal agreement between either you as an individual or the entity you represent (“You” or “Your”), and Invert Game Studios LLC, a Florida Limited Liability Company (“Invert”). The purpose of this license is to allow You to use the uFrame extension and any updates thereto provided by Invert (“uFrame”) on the terms set forth below. If You do not agree to the terms of this Agreement, You may not use uFrame.

**1. Third Party Software.** UFRAME CONTAINS OR UTILIZES THIRD PARTY SOFTWARE. CERTAIN ADDITIONAL TERMS AND CONDITIONS WITH RESPECT TO SUCH SOFTWARE ARE LOCATED AT THE END OF THIS AGREEMENT. THESE ADDITIONAL THIRD PARTY TERMS AND CONDITIONS ARE MADE A PART OF AND INCORPORATED BY REFERENCE INTO THIS AGREEMENT. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS AND CONDITIONS APPLICABLE TO THE THIRD PARTY SOFTWARE AND THIS AGREEMENT, THE TERMS AND CONDITIONS APPLICABLE TO THE THIRD PARTY SOFTWARE SHALL GOVERN. BY ACCEPTING THIS AGREEMENT, YOU ARE ACCEPTING THE ADDITIONAL TERMS AND CONDITIONS, IF ANY, SET FORTH THEREIN. THE THIRD PARTY SOFTWARE IS ONLY LICENSED FOR USE IN CONJUNCTION WITH UFRAME.

**2. License Grant.** Provided that You comply with all terms and conditions of this Agreement, including the License Restrictions in Section 3 below, Invert grants You, for the entire duration of the legal protection of the intellectual property rights of uFrame pursuant to applicable law (subject to Section 5), a limited, personal, non-exclusive, worldwide, non-sublicensable, and non-transferable license to (a) install and use uFrame for the purpose of developing an unlimited number of applications; (b) develop derivative works of uFrame; (c) use derivative works of uFrame developed by You for the purpose of developing an unlimited number of applications; and (d) distribute the applications You develop using uFrame and derivative works of uFrame only in object code form, only as an inseparable part of the applications, and only to end users pursuant to an end user license agreement with terms consistent with and no less protective of Invert’s rights than those contained in this Agreement. This license is being provided to You free of charge.

**3. License Restrictions.** Invert and its suppliers reserve all rights not expressly granted to You in this Agreement. Unless applicable law gives You more rights despite this limitation, You may use uFrame only as expressly permitted in this Agreement. Thus, You may use uFrame as set forth in Section 2, but You may not:

- (a) use or exploit the following in any way that results in direct or indirect compensation or commercial gain in any form, personal or otherwise, to You or any other party: (a) uFrame (or any portions thereof); (b) derivative works of uFrame (or any portions thereof); or (c) applications which contain any uFrame code and/or content; or (d) applications which contain any derivative works of any Uframe code and/or content. Notwithstanding the forgoing, entrance of Your uFrame Application and acceptance of prize money (in an amount not to exceed \$100,000) in a contest (e.g. Independent Games Festival) is permitted;

- (b) use uFrame to develop applications that compete with or could compete with uFrame or any other middleware or game development software produced by Epic;
- (c) reverse engineer or decompile uFrame except and only to the extent that applicable law expressly permits, despite this limitation;
- (d) release any uFrame code or content under a license that is not from Invert Game Studios LLC;
- (e) use, reproduce, copy, redistribute, encumber, sell, rent, lease, assign, sublicense, transfer rights in, or display uFrame for any purpose other than informational purposes and as expressly stated in Section 2;
- (f) transfer this Agreement to any third party;
- (g) remove or modify any product identification or trademark, copyright, or proprietary notices, legends, symbols, labels, or this Agreement from uFrame;
- (h) use any Invert trademarks, logos, trade names, or service marks in any manner;
- (i) infringe or violate any intellectual property or proprietary rights, or rights or privacy or publicity, of Invert or any third party;
- (j) use uFrame to develop applications that, whether through images, audio, video, or text, are unlawful (such as child pornography); objectionable or offensive under the laws of the country in which you reside, install or use uFrame;
- (k) use uFrame in any way that violates your application's target platform's (i.e. Apple, Microsoft, Google, Sony, etc.) guidelines or license agreement(s);
- (l) modify this Agreement; or
- (m) substitute Your own version of this Agreement in any form or version of uFrame.

**4. Ownership.** As between the parties, Invert or its suppliers (as described in Section 1) own the title, copyright, and other intellectual property rights in uFrame, including all derivative works of uFrame. You own the title, copyright, and other intellectual property rights in the applications You develop using uFrame and any derivative works thereof, but ownership of uFrame and derivative works of uFrame, and any portion(s) of uFrame and derivative works of uFrame remains with Invert. You agree that Invert may seek and shall be entitled to injunctive, equitable, or other similar relief to protect, maintain, defend, enforce, and preserve such rights, in addition to any other available remedies. If the law of Your jurisdiction provides that You shall be the owner of derivative works of uFrame, You are not allowed to make any use of such derivative work without the prior written explicit approval of Invert, except for permitted uses set forth otherwise in this Agreement.

**5. Export.** uFrame is subject to U.S. domestic and international export laws and regulations. You must comply with all applicable export laws and regulations that apply to uFrame. The laws include restrictions on destinations, end users and end use.

**6. Termination.** Without prejudice to any other rights, (a) this Agreement will terminate immediately without notice from the other party if either party fails to comply with any of the terms or conditions of this Agreement, and (b) Invert may terminate this Agreement at any time, upon notice to You. Upon termination of this Agreement, You must cease all use and destroy all copies of uFrame and all of its component parts, and any documentation related thereto. If You breach this Agreement, and Invert decides to take legal action against You, You shall pay for the reasonable costs of Invert's attorneys.

## **7. Other Intellectual Property Matters.**

(a) In return for the consideration provided hereunder by Invert, You agree not to assert against Invert any claim, action or proceeding for infringement of any patents, patent rights or other intellectual property rights You may own or control related to any version of uFrame or use thereof.

(b) You agree to indemnify and hold harmless Invert against all costs and expenses (including reasonable attorneys fees and expenses) and all other liability resulting from or related to any claim of patent or copyright infringement, misappropriation, or misuse of trade secrets or other proprietary rights based upon Your use of uFrame, or any portion thereof, in whatever form, or any exercise by You of any rights granted under this Agreement.

**8. Entire Agreement; Survival.** This Agreement and the terms for supplements and updates that You use, are the entire agreement between You and Invert relating to uFrame and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to uFrame or any other subject matter covered by this Agreement. Sections 3, 7, and 8 through 16 (inclusive) survive any termination or expiration of this Agreement.

**9. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

**10. Governing Law and Jurisdiction.** The laws of Florida shall govern the interpretation of this contract and shall apply to claims for breach of it, regardless of conflict of laws principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be subject to the laws of Your state of residence in the United States, or if You live outside the United States, the laws of the jurisdiction in which You reside. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in Duval County, Florida, USA for all disputes arising out of or relating to this contract. You further agree that Invert shall be allowed to apply for injunctive remedies (or any equivalent legal relief) in any jurisdiction. For the avoidance of doubt, this Agreement shall be construed and enforced without regard to the United Nations Convention on the International Sale of Goods, which shall not apply to this Agreement.

**11. Disclaimer of Warranty.** uFrame is licensed "as is." You bear the risk of using it. Neither Invert nor its suppliers give any express or statutory representations, warranties, guarantees or conditions. Invert and its suppliers also exclude all implied warranties, including any warranty of merchantability, title, durability, fitness for a particular purpose and non-infringement. Nothing in this Agreement shall affect those statutory rights which You are always entitled to as a

consumer and that You cannot contractually agree to alter or waive. The limitations and exclusions of liability do not apply if and to the extent (a) You sustain damages which were caused by gross negligence or willful misconduct of Invert, or (b) Invert violates Your life, body, or well-being.

**12. Exclusion of Incidental, Consequential, and Certain Other Damages.** You can recover from Invert direct damages up to U.S. \$25.00 only. You cannot recover any other damages from Invert or its suppliers, including damages for lost profits or data, or consequential, special, direct, indirect or incidental damages. This limitation includes, but is not limited to: (a) anything related to uFrame or services (if any); and (b) claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort. It also applies even if Invert knew or should have known about the possibility of the damages. The foregoing limitations on liability are intended to apply to the warranties and disclaimers above and all other aspects of this Agreement. The limitations and exclusions of liability do not apply if and to the extent (a) You sustain damages which were caused by gross negligence or willful misconduct of Invert, or (b) Invert violates Your life, body, or well-being.

**13. U.S. Government End Users.** uFrame and related documentation are “Commercial Items”, as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

**14. No Waiver.** Any act by Invert to exercise, or failure or delay in exercise of, any of its rights under this Agreement, at law, or in equity shall not be deemed a waiver of those or any other rights or remedies available in contract, at law or in equity.

**15. No Assignment.** You shall not, without the prior written consent of Invert, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. Invert may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

**16. Legal Effect.** This Agreement describes certain legal rights. You may have other rights under the laws of Your jurisdiction. This Agreement does not change Your rights under the laws of Your jurisdiction if the laws of Your jurisdiction do not permit it to do so. Limitations and exclusions of warranties and remedies in this Agreement may not apply to You because Your jurisdiction may not allow them in Your particular circumstance. In the event that certain provisions of this Agreement are not enforceable in Your jurisdiction, such provisions shall be enforceable to the further extent possible under applicable law.