

By using this product (Tycoon Beta for Unreal Engine 4) you agree with the beta agreement:

**1. Participation in the CG TOOLSMITH Beta Software Program.**

The purpose of the CG TOOLSMITH Beta Software Program ("Beta Program") is to make alpha, beta, debug, and other pre-release software, pre-release services, and related documentation, materials, and information (collectively, the "Pre-Release Software") available to Beta Program participants from time to time for the purpose of providing CG TOOLSMITH with feedback on the quality and usability of the Pre-Release Software. You understand and agree that participation in the Beta Program is voluntary and does not create a legal partnership, agency, or employment relationship between you and CG TOOLSMITH.

You understand that your participation in the Beta Program does not obligate CG TOOLSMITH to provide you with any Pre-Release Software.

CG TOOLSMITH reserves the right to modify the terms, conditions, and policies of this Beta Program from time to time, and to revoke your participation in this Beta Program at any time.

If CG TOOLSMITH makes changes to the terms and conditions of this Agreement, then CG TOOLSMITH will present such revised terms and conditions to you on the via email news letter.

By participating in the Beta Program, You certify that you are of the legal age of majority in the jurisdiction in which you reside (at least 18 years of age in many countries) and you represent that you are legally permitted to join the Beta Program.

Unless otherwise agreed or permitted by CG TOOLSMITH in writing, you cannot share or transfer any software or other materials you receive from CG TOOLSMITH in connection with being a Beta Program participant.

Any beta passwords, beta serial keys, beta website links you use to login as a Beta Program participant cannot be shared in any way or with any one.

**2. Access to Pre-Release Software; Debugging tools; and Additional Terms.**

You understand that CG TOOLSMITH may make Pre-Release Software available to Beta Program participants for downloading online through the CG TOOLSMITH website, through the Epic Games Marketplace, and/or as otherwise provided through the Beta Program (e.g., by manual download of a digital image, by providing software configuration profiles, etc.).

From time to time, CG TOOLSMITH, at its option, may also provide you with software or services as part of the Beta Program, including but not limited to scripts, code snippets, utilities, configuration profiles, sample code, troubleshooting applications and bug submission tools ("Debugging tools") as part of your participation in the Beta Program. All use of such Pre-Release Software and Debugging tools shall be pursuant to the terms and conditions of this Agreement and/or another license agreement accompanying such Pre-Release Software or Debugging tools (collectively, "Pre-Release Software" and

“Debugging tools” shall be referred to as “CG TOOLSMITH Software” for purposes of this Agreement). If the CG TOOLSMITH Software is accompanied by a separate license agreement, you agree that the license agreement accompanying such CG TOOLSMITH Software. If there is no license agreement accompanying the CG TOOLSMITH Software, your use of the CG TOOLSMITH Software will be subject to the provisions of this Agreement.

### **3. License Grant and Restrictions.**

Subject to your compliance with this Agreement, CG TOOLSMITH hereby grants you a personal, limited license to use the CG TOOLSMITH Software solely for **testing and evaluation purposes** and **only in connection with this Beta Program**. This license does not grant you the right to use the CG TOOLSMITH Software for any other purpose, or to disclose, reproduce, distribute, modify or create derivative works of the CG TOOLSMITH Software. You agree not to decompile, reverse engineer, disassemble, decrypt, or otherwise attempt to derive the source code of any CG TOOLSMITH Software. You certify that the CG TOOLSMITH Software will only be used for testing and evaluation purposes in connection with the Beta Program, and will not be rented, sold, leased, sublicensed, assigned, distributed or otherwise transferred.

CG TOOLSMITH retains ownership of all CG TOOLSMITH Software, and except as expressly set forth herein, no other rights or licenses are granted or to be implied under any CG TOOLSMITH intellectual property.

### **4. Feedback; Contact from CG TOOLSMITH.**

As part of the Beta Program, CG TOOLSMITH will provide you with the opportunity to submit bug reports, questionnaires, enhancement requests, issue reports and/or support information (collectively, “Feedback”) to CG TOOLSMITH. CG TOOLSMITH may request this information from you through the Debugging tools as well as by email, web questionnaires, bug forms, and other mechanisms. By agreeing to this Agreement, you agree that CG TOOLSMITH may contact you from time to time about the Beta Program, and you hereby consent to receive such communications.

## **5. Definition of Confidential Information.**

You agree that the Pre-Release Software and any information concerning the Pre-Release Software (including its nature and existence, features, functionality, and screen shots), the Debugging tools, and any other information disclosed by CG TOOLSMITH to you in connection with the Beta Program will be considered and referred to in this Agreement as "Confidential Information." Information that otherwise would be deemed Confidential Information but (a) is generally and legitimately available to the public through no fault or breach of yours, (b) is generally made available to the public by CG TOOLSMITH, (c) is independently developed by you without the use of any Confidential Information, (d) was rightfully obtained from a third party who had the right to transfer or disclose it to you without limitation, or (e) any third party software and/or documentation provided to you by CG TOOLSMITH and accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such software and/or documentation will not be considered Confidential Information under this Agreement. All Confidential Information remains the sole property of CG TOOLSMITH and you have no implied licenses or other rights in the Confidential Information not specified in this Agreement.

## **6. Nonuse and Nondisclosure of Confidential Information.**

You agree that you will not disclose, publish, or otherwise disseminate any Confidential Information to anyone other than individuals who are enrolled in the same individual seed as you, or as otherwise expressly permitted or agreed to in writing by CG TOOLSMITH. You further agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information, including preventing access to or display of the CG TOOLSMITH Software to third parties. You agree to use the Confidential Information solely for the permitted uses as set forth in this Agreement. You agree not to use Confidential Information otherwise for your own or any third party's benefit without the prior written approval of an authorized representative of CG TOOLSMITH in each instance. You hereby acknowledge that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to CG TOOLSMITH that may be difficult to ascertain. Accordingly, you agree that CG TOOLSMITH will have the right to seek immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have.

## **7. Precautions for the use of Pre-Release Software.**

You understand that to participate in seeds of Pre-Release Software you may need to remove certain pre-loaded, commercial CG TOOLSMITH software from your computer and/or device in order to load the Pre-Release Software. You further understand that once you load such Pre-Release Software onto your computer and/or device, you may be unable to revert back to the pre-loaded, commercial release of the CG TOOLSMITH software you were using prior to loading the Pre-Release Software or any earlier release of the Pre-Release Software. In addition, applications and services you have installed or been using may be unable to run or function in the same manner because of your use of the Pre-Release Software. YOU ACKNOWLEDGE THAT BY INSTALLING SUCH PRE-RELEASE SOFTWARE ON YOUR COMPUTERS AND/OR DEVICES, APPLICATIONS AND SERVICES MAY BE AFFECTED BY YOUR USE OF PRE-RELEASE SOFTWARE. FURTHER, YOU UNDERSTAND THAT DATA (INCLUDING DOCUMENTS)

FROM SUCH APPLICATIONS OR SERVICES THAT YOU CREATE OR CHANGE WHILE USING THE PRE-RELEASE SOFTWARE MAY BE INCAPABLE OF BEING RESTORED OR RECOVERED. CG TOOLSMITH SHALL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES OR OTHER LIABILITIES YOU MAY INCUR AS A RESULT OF YOUR TESTING, INSTALLATION OR USE OF PRE-RELEASE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE OR DATA OR ANY LOSS OF DATA OR INFORMATION ARISING FROM YOUR USE OF SUCH PRE-RELEASE SOFTWARE. In addition, the Pre-Release Software may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from your computer and/or device or from your peripherals (including, without limitation, servers and printers) connected thereto. CG TOOLSMITH strongly encourages you to back-up all data and information on your computer, devices and/or any peripherals prior to your participation in the Beta Program and before any individual seeds. The Pre-Release Software is not intended for use, and should not be used, in production or businesscritical systems.

## **8. Consent to Collection and Use of Data.**

### **8.1 Pre-Release Versions of Tycoon.**

In order to test and help CG TOOLSMITH, its partners, and third party developers improve their products and services, you acknowledge that CG TOOLSMITH and its subsidiaries and agents will be collecting, using, storing, processing and analyzing (collectively, "Collecting") diagnostic, technical, and usage logs and information from your computers that are running such pre-release versions as part of this Beta Program. This information will be Collected in a form that does not personally identify you and may be Collected from such computers at any time. The information that would be Collected includes, but is not limited to, general diagnostic and usage data, various unique system or hardware identifiers, information about your computer, system and application software, and peripherals, and, if Location Services is enabled, the real-time geographic location of your computer and location search queries. Further, you agree that CG TOOLSMITH may share such diagnostic, technical, and usage logs and information with partners and third party developers for purposes of allowing them to improve their products and services that operate on or in connection with CG TOOLSMITH-branded products. By installing or using pre-release versions of Tycoon on your computers, you acknowledge and agree that CG TOOLSMITH and its subsidiaries and agents have your permission to Collect all such information and use it as set forth above.

### **8.2 System Logs and Diagnostic Files.**

In addition, as part of your participation in the Beta Program, you may have the option of manually attaching and/or using CG TOOLSMITH's Debugging tools to attach detailed hardware and/or system diagnostic files (e.g., kernel logs, CG TOOLSMITH System Profile logs, hang logs, crash logs, spin logs, install logs, application logs, etc.) from your computer and/or devices ("System Logs") to send to CG TOOLSMITH. Such System Logs may include personally identifiable information, including, without limitation, your account name, information regarding your contacts, calendar events, and email correspondence. Providing these System Logs is voluntary, but if you do provide them to CG TOOLSMITH, then you acknowledge that CG TOOLSMITH may use them for CG TOOLSMITH's diagnostic purposes and to improve the Beta Program and CG TOOLSMITH's products and services.

### **9. No Support and Maintenance; Future Products.**

During your participation in the Beta Program or in a particular seed, CG TOOLSMITH is not obligated to provide you with any maintenance, technical or other support for the Pre-Release Software. If, at CG TOOLSMITH's option, such support is provided, it will be provided in addition to your normal warranty coverage for your computer and/or device. You agree to abide by any support rules and policies that CG TOOLSMITH provides to you in order to receive such support. You acknowledge that CG TOOLSMITH has no express or implied obligation to announce or make available a commercial version of the Pre-Release Software to anyone in the future. Should a commercial version be made available, it may have features or functionality that are different from those found in the Pre-Release Software licensed hereunder.

### **10. No Warranty.**

The CG TOOLSMITH Software provided hereunder may be designated as alpha, beta, development, pre-release, untested, or not fully tested versions. The CG TOOLSMITH Software may be incomplete and may contain errors or inaccuracies that could cause failures, corruption and/or loss of data or information. You expressly acknowledge and agree that, to the extent permitted by applicable law, all use of the CG TOOLSMITH Software is at your sole risk and that the entire risk as to satisfactory quality, performance accuracy and effort is with you. CG TOOLSMITH IS PROVIDING ALL CONFIDENTIAL INFORMATION, INCLUDING THE PRERELEASE SOFTWARE AND Debugging tools, TO YOU SOLELY ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, PERFORMANCE, AND FITNESS FOR A PARTICULAR PURPOSE. You acknowledge that CG TOOLSMITH has not publicly announced the availability of the Pre-Release Software, that CG TOOLSMITH has not promised or guaranteed to you that such Pre-Release Software will be announced or made available to anyone in the future, and that CG TOOLSMITH has no express or implied obligation to you to announce or introduce the Pre-Release Software or any similar or compatible product, or to continue to offer access to the Pre-Release Software in the future.

### **11. Disclaimer of Liability.**

YOU ASSUME ALL RISKS AND ALL COSTS ASSOCIATED WITH TESTING, INSTALLATION, OR USE OF THE PRERELEASE SOFTWARE AND DEBUGGING TOOLS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY BACK-UP EXPENSES, COSTS INCURRED FOR THE USE OF THE PRE-RELEASE SOFTWARE ON YOUR COMPUTER, DEVICES AND/OR PERIPHERALS, AND ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE, INFORMATION OR DATA TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL CG TOOLSMITH BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING ANY LIABILITY THAT STEMS FROM ANY USE OF THE PRE-RELEASE SOFTWARE ON YOUR COMPUTER, DEVICES AND/OR ANY PERIPHERALS CONNECTED THERETO,

AND/OR FROM ANY OTHER CONFIDENTIAL INFORMATION, AND/OR CG TOOLSMITH'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, EVEN IF CG TOOLSMITH HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CG TOOLSMITH'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

## **12. Term and Termination.**

This Agreement will continue in effect until terminated in accordance with this Section 12. You may terminate this Agreement or an individual seeding project at any time, for any reason, but only by returning or destroying any Confidential Information that is in your possession or control (including, without limitation, any Pre-Release Software); provided however that if you are unable to purge certain Pre-Release Software from your computer and/or devices, then you agree that you will continue to hold the PreRelease Software as Confidential Information. CG TOOLSMITH may terminate this Agreement or an individual seeding project at any time, with or without cause, immediately upon written notice to you, and may terminate this Agreement immediately for any breach of the confidentiality provisions set forth herein. Within seven (7) days of your receipt of CG TOOLSMITH's termination notice, or earlier if requested by CG TOOLSMITH, you will return, cease all use of, and/or destroy the PreRelease Software and all other Confidential Information as provided in this Section. Following termination of this Agreement, the restrictions of Section 3, 4 will continue to bind the parties.

## **13. Third Party Software & Information.**

Portions of the CG TOOLSMITH Software may include third party software and other copyrighted material. Acknowledgements, licensing terms, and disclaimers for such material are contained in the CG TOOLSMITH Software, and your use of such material is governed by such respective terms. Mention of third parties and third party products in any materials, advertising, promotions or coupons provided to Beta Program participants is for informational purposes only and constitutes neither an endorsement nor a recommendation. All third party product specifications and descriptions are supplied by the respective vendor or supplier, and CG TOOLSMITH shall have no responsibility with regard to the selection, performance, or use of these vendors or products. All understandings, agreements, or warranties, if any, take place directly between the vendors and the prospective users.