

# *Vox Machinae Commercial License Agreement*

## **PARTIES:**

1. Space Bullet Dynamics Corporation, a corporation in the Province of British Columbia, Canada ("Space Bullet") and

2. You, having purchased a Commercial License version of Vox Machinae ("You")

A. Space Bullet is in the business of developing and publishing video games.

B. You represent and warrant that You are of legal age and otherwise competent to be contractually bound by this Agreement. If You accept this Agreement on behalf of Your employer, You represent and warrant that You have full legal authority to bind Your employer to this Agreement. If You do not have the requisite authority, You may not accept this Agreement or use the Software on behalf of Your employer.

## **AGREEMENT:**

- 1) **SOFTWARE.** The term "Software" as used herein means any software provided by Space Bullet that is designed to be downloaded and installed on Your computer and/or any device that you will use to access, operate or play the Software; in each case including all associated media, printed or electronic documentation, content, functionality, or services, updates, and support services. The Software may collect certain data, examples of data that may be collected include: Performance metrics, frequency of use, and other information about how the Software is used.
- 2) **LICENSE GRANT.** During the term of this Agreement and conditioned upon Your full compliance with all the terms and conditions of this Agreement, Space Bullet grants to You a limited, non-sublicensable, non-transferable, non-exclusive, license to install and use the Software only in object code form on Your computer and/or (if applicable) Your other authorized device; in each case only for the Permitted Uses. "Permitted Uses" means use of the Software in accordance with the terms herein to help You setup, manage, and operate the Software (i) for a purpose expressly approved by Space Bullet in writing, and (ii) for a Commercial Purpose in connection with operating an Arcade. "Commercial Purpose" means a purpose that is undertaken for profit, monetary compensation, or commercial advantage. "Arcade" means a physical establishment containing one or more video games that can be played by a customer for a fee.
- 3) **LICENCE LIMITATIONS.** The license granted in Section 2 is conditioned upon Your compliance with the following limitations. You are not permitted to work around any technical limitations in the Software or to use the Software in an attempt to, or in

conjunction with any device, program or service designed to, circumvent technical measures employed to control access to, or the rights in the Software; reverse engineer, decompile, decipher, disassemble or otherwise attempt to access source code of the Software, except and only to the extent that applicable law expressly permits, despite this limitation; modify or make any derivative works of the Software, in whole or in part; remove any proprietary notices or labels on the Software or any copy thereof; use the Software to infringe the rights of Space Bullet, its affiliates, or any third party or in any way that does not comply with all applicable laws; publish, rent, lease, lend, or sublicense the Software; distribute, transfer, disclose or otherwise provide the Software to any third party; or make any use of the Software in any manner not permitted by this Agreement.

- 4) **RESERVATION OF RIGHTS AND OWNERSHIP.** Space Bullet owns the title, copyright, and other intellectual property rights in the Software (and all rights embodied therein) and reserve all rights not expressly granted to You in this Agreement. The Software is protected by copyright and other intellectual property laws and treaties. The Software may contain third-party software that is subject to open source or third-party license terms ("Third-Party Terms"). Your use of the Software is subject to any Third-Party Terms included in the Software. In the event of a conflict between this Agreement and any Third-Party Terms, this Agreement will govern. Space Bullet, the Space Bullet logo and other Space Bullet product and service names referenced in the Software are the trademarks of Space Bullet. Any other company names, product names, service names and logos referenced in connection with the Software may be the trademarks of their respective owners.
- 5) **SUPPORT AND UPDATES.** Space Bullet has no obligation to and may not provide support for the Software. You agree that Space Bullet may automatically check Your version of the Software and may automatically send Your computer or device updates to the Software.
- 6) **TERMINATION.** This Agreement will automatically terminate upon Your breach of any of the terms and conditions of this Agreement. If terminated, You must immediately destroy or disable all copies of the Software, and the following Sections of this Agreement will survive, Sections 4 and 8 through 16.
- 7) **DISCLAIMER OF WARRANTIES.** To the maximum extent permitted by applicable law, the Software is provided "as is," "with all faults" and "as available" and the entire risk of use and performance, remains with You. Space Bullet does not make any representations, warranties, or conditions, express, implied, or statutory and hereby disclaim any implied warranties of merchantability, merchantable quality, fitness for a particular purpose, title, quiet enjoyment, or non-infringement. In particular, Space Bullet makes no warranty that the Software: (a) will meet Your requirements or will work with any third-party software, hardware, applications or third-party services; (b) will be

available or provided on an uninterrupted, timely, secure or error-free basis; (c) or any information or content obtained through it will be accurate, complete, or reliable; or (d) or that any defects or errors therein will be corrected. All content and other material You download or obtain through the Software is accessed at Your own risk, and You will be solely responsible for any damage or loss that results therefrom. Installation of the Software may affect third-party software, applications, devices or services. You may have additional rights under Your local laws that these terms cannot change. In particular, to the extent local legislation implies statutory terms which cannot be excluded, those terms are deemed incorporated into this agreement but Space Bullet's liability for a breach of those statutory implied terms is limited in accordance with and to the extent permissible under that legislation.

- 8) **DISCLAIMER OF CERTAIN DAMAGES.** In no event will Space Bullet be liable for any consequential; special; incidental; indirect; punitive damages; for loss of profits, business, goodwill, anticipated savings, or use; loss or corruption of data, confidential information, or other information; business interruption; personal injury; property damage; loss of privacy; failure to meet any duty of good faith or reasonable care; negligence; and any other pecuniary or other loss whatsoever, arising out of, based on, resulting from or in any way related to this agreement or the Software, even if Space Bullet has been advised of the possibility of such damages. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damage, loss, or liability from intentional acts (including fraud, fraudulent misrepresentation, and failure to disclose defects), product liability, or for death or personal injury. Nothing in this section 8 will be interpreted as excluding liability which cannot under applicable law be excluded in those jurisdictions. If You live, or are otherwise subject to the laws in one of those jurisdictions, any statutory entitlement available to You will be deemed limited to the extent (if at all) permissible under that law and, if limitation is not permitted, the limitations and exclusions in this section 8 may not apply to You.
- 9) **INDEMNIFICATION.** You will defend, indemnify, and hold Space Bullet, its directors, officers, employees, agents, partners, suppliers, and licensors harmless and will keep them indemnified from any third party claim or demand, including reasonable attorneys' fees, relating to or arising from (a) Your unauthorized use of the Software; (b) any violation by You of this Agreement; or (c) Your violation of any other party's rights or applicable law.
- 10) **RESTRICTED USE.** The Software was designed for systems that do not require fail-safe performance. You may not use the Software in any device or system in which a malfunction of the Software would result in foreseeable risk of injury or death to any person. This includes operation of nuclear facilities, aircraft navigation or communication systems and air traffic control.

- 11) **GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, as to all matters, including, without limitation, validity, construction and effect, the laws of the Province of British Columbia and, as applicable, the laws of Canada, notwithstanding any conflicts of laws principles of any other jurisdiction. Further, to the maximum extent permitted under the law, the exclusive and sole jurisdiction and venue for any lawsuit, action, claim or counterclaim related to this Agreement shall be in the provincial or federal courts located in Vancouver, British Columbia. Notwithstanding the foregoing, the laws of the country where You live will apply to any tort claims and/or any claims under any consumer protection statutes.
- 12) **DISTRIBUTION.** You acknowledge and agree that we may make the game available to You through a third-party digital distribution platform. Accordingly, You may need an account to activate Your license, and Your use of the Software will also be subject to the terms of use of the digital distribution platform. Space Bullet makes no representation or warranty to You that Your use of the Software is in compliance with the terms of any particular digital distribution platform.
- 13) **SEVERABILITY.** Except as specifically provided above, if any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the enforceability of the remainder of the Agreement.
- 14) **LEGAL EFFECT.** This Agreement does not change Your rights under the laws of the country in which You reside if the laws of Your country do not permit it to legally change Your rights. You may have rights under the laws of the country in which You reside that are in addition to, or different from, the rights set forth in this Agreement.
- 15) **GENERAL.** The section titles in this Agreement are used solely for the parties' convenience and have no legal or contractual significance. Space Bullet's failure to act with respect to a breach by You does not waive its rights to act with respect to subsequent or similar breaches. No waiver of any provision of this Agreement will be effective unless it is in a signed writing, and no waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. If a court of competent jurisdiction holds any term, covenant or restriction of this Agreement to be illegal, invalid or unenforceable, the remaining terms, covenants and restrictions will remain in full force and effect and will in no way be affected, impaired or invalidated. You may not assign, transfer or sublicense Your rights (if any) under this Agreement. This Agreement will be binding upon all of Space Bullet's successors and assigns.
- 16) **ENTIRE AGREEMENT.** This Agreement comprises the entire agreement for the Software. Internet-based services and support services (if any) may be subject to additional terms.