

## LICENSE AGREEMENT

YOU SHOULD READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS BEFORE DOWNLOADING OR USING THE LICENSED MATERIALS. BY DOWNLOADING OR USING THE LICENSED MATERIALS, YOU ACKNOWLEDGE YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT, THEN DO NOT ACCESS THE LICENSED MATERIALS OR DOWNLOAD ANY OF THE GAME MATERIALS. YOU WILL BE ENTITLED TO A FULL REFUND OF THE FEES, IF ANY, THAT YOU MIGHT HAVE PAID CCP FOR ACCESS TO THE LICENSED MATERIALS, PROVIDED THAT (1) YOU DO NOT USE THE LICENSED MATERIALS, AND (2) CCP RECEIVES A WRITTEN REQUEST FROM YOU NO LATER THAN THIRTY (30) DAYS FOLLOWING PAYMENT OF SUCH FEES BY YOU.

IF YOU ARE ENTERING INTO THIS LICENSE AGREEMENT ON BEHALF OF AN ORGANIZATION, ALL REFERENCES TO "DEVELOPER" IN THIS LICENSE AGREEMENT SHALL MEAN COLLECTIVELY YOU, THE ORGANIZATION, AND THE USER OF THE LICENSED MATERIALS. IN SUCH INSTANCE, BY USING THE USERNAME AND PASSWORD TO ACCESS LICENSED MATERIALS, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS LICENSE AGREEMENT ON BEHALF OF THE ORGANIZATION, AND THAT THE ORGANIZATION AGREES TO BE BOUND BY ALL OF THE TERMS OF THIS LICENSE AGREEMENT.

YOU ARE RESPONSIBLE FOR ENSURING THAT (A) CCP HAS A VALID E-MAIL ADDRESS FOR YOU (AS DEVELOPER) AT ALL TIMES, (B) CCP'S COMMUNICATIONS VIA THAT E-MAIL ADDRESS ARE NOT BLOCKED (E.G. BY A SPAM FILTER), AND (C) THAT YOU REGULARLY CHECK THAT E-MAIL ADDRESS. CCP'S RIGHTS HEREUNDER SHALL NOT BE PREJUDICED BY YOUR FAILURE TO ENSURE THE FORGOING CONDITIONS ARE MET.

This License Agreement ("**License Agreement**") is made by and between CCP hf., a company organized under the laws of Iceland, company number 450697-3469 ("CCP"), and you ("Developer", "you" or "your") (each a "Party" and collectively the "Parties"). This License Agreement is effective when you click the "I Agree" button below and access the Licensed Materials ("**Effective Date**"). If for any reason you bypass the "I Agree" button, but still download or use the Licensed Materials, the Effective Date is the date that you first access any Licensed Materials (*i.e.*, by download or by actual use).

In consideration of the promises and the mutual obligations of the parties set forth herein, and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

### RECITALS

**WHEREAS**, CCP is the owner or licensor of all right, title and interest in and to the Game Materials; and

**WHEREAS**, Developer desires to acquire the right to access and modify the Game Data via the CCP Tools; and

**WHEREAS**, Developer desires to acquire the right to use the Game Materials for the Purpose; and

**WHEREAS**, CCP is willing to authorize and license Developer such rights to the CCP Tools, the Game Data, and the Game Materials;

**NOW THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

## **1. DEFINITIONS**

- 1.1. "Application" means any application software designed to provide functionality for or in conjunction with the Game. The term "Application" shall apply regardless of whether the software is installed on an individual computer (e.g., a desktop or laptop), a mobile device (e.g., a smart phone or tablet), or offered as a service remotely (e.g., accessed via a web site or direct connection).
- 1.2. "CCP Marks" means the copyrights, trade names, trademarks, and service marks of CCP or of any subsidiary of CCP.
- 1.3. "CCP Tools" means (i) any application program interface created by CCP to enable third parties, such as Developer, to access the Game Data and (ii) any other programs, interfaces, or other functionality which CCP may choose to provide to Developer in support of the Purpose.
- 1.4. "Derivative Works" means any artistic or literary creation derived in part or in whole from the Game, the Game Materials, the CCP Tools or any part thereof.
- 1.5. "Game" means (i) the multiplayer online game Eve Online owned and operated by CCP and its affiliates, licensors, and agents, and (ii) other games owned and operated by CCP and its affiliates, licensors, and agents which take place in the fictional Eve Online universe, including without limitation, DUST 514, and which CCP chooses to include in this definition.
- 1.6. "Game Data" means the data related to the Game which CCP may decide to make available for Developer to access for utilization in an Application. Game Data shall include, but not be limited to, all current, future, registered and unregistered copyrights, trade names, trademarks, service marks, registrations, and applications for registration related to that data.
- 1.7. "Game Materials" means those artistic and fictional works which CCP may decide to make available for Developer to download (a) for inclusion in an Application (e.g., icons or graphics), or (b) to facilitate Developer's creation of an Application (e.g., documentation for the CCP Tools). Game Materials shall include, but not be limited to, all current, future, registered and unregistered copyrights, trade names, trademarks, service marks, registrations, and applications for registration related to those works. CCP shall have the right to add or remove works from the Game Materials list at will and shall provide notice to Developer upon doing so. The Game Materials shall be provided via download from a site hosted by or for CCP.
- 1.8. "Licensed Materials" means (i) the CCP Tools, (ii) the Game Data, and (iii) the Game Materials.
- 1.9. "Player" means a registered user of the Game in good standing. Such registration may be accomplished directly through the functionality of the Game itself, or may be accomplished through the Player's association with a third-party who is authorized by CCP to provide its licensed players with access to the Game (e.g., Steam, PlayStation®Network, or similar service).

- 1.10. "Purpose" means the Developer's creation, distribution, and hosting of Applications that use the CCP Tools to access and modify the Game Data but only where the Application is used solely to enhance Player's enjoyment of the Game and only where the Application is offered for non-commercial use, as set forth in Section 3 below. For the purposes of clarity, the Player does not have to use the Application and the Game at the same time; instead the functionality of the Application must support the Player's use of the Game. The Purpose explicitly excludes any use of the Licensed Materials or CCP Marks for any Application that may provide entertainment unrelated to Player's use of the Game or in competition with the Game itself.
- 1.11. "Term" has the meaning set forth in Section 6.1 and includes any extension granted pursuant to Section 6.2.

## **2. GRANT OF LICENSE AND PURPOSE**

- 2.1. Subject to Developer's continued compliance with the terms and conditions of this License Agreement, CCP grants Developer a limited, non-exclusive, worldwide, non-transferrable right during the Term to use the CCP Tools to access and modify the Game Data solely for the Purpose.
- 2.2. Subject to Developer's continued compliance with the terms and conditions of this License Agreement, CCP grants Developer a limited, non-exclusive, worldwide, non-transferrable right during the Term to use the Game Materials and Game Data solely within an Application developed under Section 2.1. For the sake of clarity, Developer may not redistribute, and Developer shall not knowingly allow any third party to access, the Game Materials or Game Data outside of the Application.
- 2.3. Subject to Developer's continued compliance with the terms and conditions of this License Agreement, CCP grants Developer a non-exclusive, limited right to use CCP Marks but only as necessary to exercise the license grants under Sections 2.1 and 2.2 and to otherwise comply with the notice obligations under Section 7.1 below. For the sake of clarity, this license to Developer shall not include the right for Developer to represent himself, his organization, or his business as that of CCP nor to hold himself out to third parties as an agent of CCP.
- 2.4. CCP has the right to add or remove items from the definition of the Game, Licensed Materials, or CCP Marks at any time, or from time to time, in its sole discretion. CCP shall provide Developer with notice of such additions or removals via e-mail. In the event of a removal, Developer acknowledges that the license provided under this Section for the removed material shall terminate seven (7) days after CCP sends such notice, regardless of whether Developer receives the notice. CCP has the right to modify (including without limitation upgrading, downgrading, discontinuing, providing patches or updates to) the Game, Licensed Materials, or CCP Marks in whole or in part and at any time and without notice; nothing in this Section or this Agreement shall be deemed to provide otherwise.
- 2.5. CCP has the sole right to determine whether an Application falls within the Purpose, and CCP may terminate or restrict any licenses granted hereunder at any time should CCP determine that the Application does not fall within the Purpose.
- 2.6. Developer acknowledges that all of the rights granted herein are limited to use at technologically and commercially reasonable levels, as determined by CCP. CCP

may, at any time, impose restrictions on Developer's exercise of the rights granted herein to the extent that CCP believes such exercise negatively impacts CCP or its operations (e.g., limitations on the frequency or number of calls of an Application).

- 2.7. CCP reserves all rights not expressly granted herein, including the rights to use, market, and license the CCP Tools, Game, Game Materials and Game Data either directly or through third parties either within or without the Purpose. Except as set forth in this License Agreement, no express or implied license or right of any kind is granted to Developer regarding the CCP Tools, Game, Game Materials, Game Data or CCP Marks, including any right to know, access, use, produce, receive, reproduce, copy, market, sell, distribute, transfer, translate, modify, adapt, disassemble, decompile, or reverse engineer, or create derivative works.
- 2.8. Subject to CCP's continued compliance with the terms and conditions of this License Agreement, Developer grants CCP a limited, non-exclusive, worldwide, non-transferrable right during the Term (i) to use the Application and view any publicly available materials associated therewith (e.g., documentation), and (ii) upon written request of CCP delivered to Developer, to inspect the workings of the Application, including but not limited to its source code. CCP's rights granted under this Section shall be limited to actions that (a) ensure the technical effectiveness and integration of the CCP Tools and the Game Data with the Application or troubleshoot the CCP Tools, Game Data, or Application, (b) ensure Developer's ongoing compliance with this License Agreement, or (c) exercise its right to refer to the Application in accordance with Section 4.

### **3. ASSOCIATED MARKETING**

- 3.1. CCP shall have the right to mention the Application by name in conjunction with CCP's marketing and advertising of the Game. CCP shall be responsible for developing and designing all required marketing materials.

### **4. NON-COMMERCIAL NATURE OF THIS LICENSE AGREEMENT**

- 4.1. Developer shall not require the payment of any fees or other amounts in exchange for a Player's access or use of the Application, its functions, or its content (including, without limitation, fees payable for unlocking or providing access to premium content). For the sake of clarity, this provision shall not prohibit Developer from soliciting voluntary donations from Players solely to offset Developer's costs of supporting and maintaining the Application.
- 4.2. Developer shall not tie a Player's access to or use of the Application to an offer by Developer or any third party for any other product or service, or to a Player's participation in any survey, marketing or promotional offer, other similar activity. Notwithstanding the foregoing, Developer may integrate general advertisements into an Application so long as such advertisements do not promote any product or service that, if promoted within the Game, would violate the Game's end user license agreement, terms of service, or other rules or conditions accepted as a condition to access the Game.
- 4.3. Developer shall not sell, license, or otherwise monetize products of any kind based upon or incorporating parts of the Game, the Licensed Materials, or the CCP Marks, unless authorized to do so under another written agreement with CCP.

## 5. FEES AND ROYALTIES

- 5.1. Developer shall not pay CCP any royalties or fees for the rights granted herein. CCP shall not pay Developer any royalties or fees for the rights granted herein.
- 5.2. At a later date, CCP may choose to begin charging fees or collecting royalties for the rights granted herein. However, CCP shall provide Developer of no less than ninety (90) calendar days' notice prior to doing so.

## 6. TERM AND TERMINATION

- 6.1. Term. The initial "Term" of this License Agreement begins on the Effective Date and continues through the end of the calendar year in which the Effective Date occurs.
- 6.2. Renewals. The Term automatically and without further action by either Party shall extend for successive one year periods beginning on the first day after the end of the initial Term unless earlier terminated by CCP or Developer.
- 6.3. Termination for Failure to Maintain E-Mail Communication. Notwithstanding any other provision herein, should Developer fail to respond within twenty four (24) hours to any three (3) e-mail requests in a row from CCP, which shall be sent over a period of no less than ten (10) days, CCP shall have the option of suspending the Application's ability to access the Game and the Game Data, as well as any other works or materials of CCP in CCP's possession. Should Developer fail to reestablish confirmed and active communication with CCP during the thirty (30) days following such suspension, this License Agreement shall automatically terminate.
- 6.4. Termination for Convenience. Notwithstanding any other provision herein, CCP shall have the right to terminate this License Agreement at any time upon written notice to Developer (including for this purpose notice by e-mail). Furthermore, Developer shall have the right to terminate this License Agreement upon written notice to CCP.
- 6.5. Termination for Bankruptcy. This License Agreement shall terminate automatically and immediately upon:
  - 6.5.1. entry of a final order of liquidation or insolvency of either Party,
  - 6.5.2. appointment of a receiver or similar officer for either Party where such appointment is not dismissed within ninety (90) days,
  - 6.5.3. an assignment by either Party for the benefit of all or substantially all of its creditors,
  - 6.5.4. entry by either Party into an License Agreement for the composition, extension, or readjustment of all or substantially all of its obligations,
  - 6.5.5. the filing of a petition in bankruptcy by or against either Party under any bankruptcy or debtors' law for its relief or reorganization which is not dismissed within ninety (90) days.
- 6.6. Effect of Termination. Upon termination or expiration of this License Agreement for any reason:

- 6.6.1. The licenses granted to Developer hereunder shall immediately cease.
- 6.6.2. Developer shall immediately cease offering the Applications to the public.
- 6.6.3. CCP shall instruct Developer to return all physical or electronic embodiments of the CCP Tools, Game Materials, Game Data, and CCP Marks to CCP or, in the alternative, to destroy all of same in Developer's possession. Upon Developer shall certify compliance with such directions within five (5) business days.
- 6.6.4. Each Party shall immediately return to the other all proprietary information and other property of the other Party and all copies thereof and shall provide the other Party with a signed written statement certifying compliance with the foregoing within five (5) business days.
- 6.7. Survival of Remedies. Neither termination of this License Agreement nor exercise of any right provided under this Section shall prejudice either Party's rights to seek other remedies in accordance with this License Agreement.

## **7. PROPRIETARY NOTICES**

- 7.1. Developer shall ensure that all Game Materials, including all copies thereof, retain all proprietary notices appropriate to protect CCP's interests in the Game Materials and the Existing Works. In addition, Developer will display a proprietary ownership notice on all Game Materials and Game Data displayed within the Application, such notice to be substantially as follows: "© 2012 CCP hf. All rights reserved. "EVE", "EVE Online", "CCP", and all related logos and images are trademarks or registered trademarks of CCP hf."
- 7.2. Developer may not combine the Game Materials with any other marks, names or symbols without first obtaining CCP's prior written consent. For the sake of clarity, the term "combine" means to integrate the Game Materials with other marks, names or symbols to a degree that might give a third party the impression that those other marks, names or symbols might apply to the Game Materials rather than the CCP supplied proprietary notices or CCP Marks.
- 7.3. Developer shall use the Game Materials and CCP Marks in a manner that conforms to the specifications and standards of quality which CCP prescribes from time to time.
- 7.4. Developer recognizes the great value and goodwill associated with the Game, CCP Marks, Game Data, and Game Materials and acknowledges CCP's ownership in same. Developer is a "related company" as defined in Section 45 of the Trademark Act of the United States, 15 U.S.C. § 1127, and Developer's use of CCP Marks, Game Data, and Game Materials inures to the benefit of CCP for all purposes including trademark registration.
- 7.5. Developer shall not:
  - 7.5.1. challenge the validity of CCP's rights to the Game, Game Data, Game Materials, CCP Marks, or any derivative works or any registration thereof;
  - 7.5.2. contest the fact that Developer's rights under this License Agreement are

solely those of a licensee;

- 7.5.3. attempt to register any of the Game Materials, Game Data, CCP Marks, or Derivative Works absent of or contrary to direction from CCP;
- 7.5.4. use the Game Materials, Game Data, CCP Marks, or Derivative Works in any manner that would jeopardize CCP's rights therein or use in the Game; or
- 7.5.5. knowingly do any act that would invalidate or be likely to invalidate CCP's trademark registrations.

## **8. INTELLECTUAL PROPERTY ENFORCEMENT**

- 8.1. If Developer learns of any infringement or unauthorized use of any of the Game Data, Game Materials, or CCP Marks, the Developer shall promptly notify CCP. CCP has the right to transmit notices of infringement to or bring infringement actions against infringing parties. If requested to do so, Developer shall cooperate with and assist CCP in any such action, including joining the action as a party if necessary, at CCP's expense. Any award, or portion of an award, recovered by CCP in any such action or proceeding commenced by CCP shall belong solely to CCP after recovery by both Parties of their respective actual out-of-pocket costs.

## **9. INDEMNIFICATION**

- 9.1. Except for Infringement Claims, CCP (the "Indemnifying Party") shall indemnify, defend and hold harmless Developer and Developer's officers, directors, employees and agents (each, an "Indemnified Party") against any and all liabilities (including, but not limited to, losses, damages, expenses and reasonable attorneys' fees) arising from any claim brought by an unrelated third party alleging injury, in whole or in part, resulting from any the gross negligence or willful misconduct of CCP, its officers, directors, employees and agents.
- 9.2. Except for Infringement Claims, Developer (the "Indemnifying Party") shall indemnify, defend and hold harmless CCP and its officers, directors, employees and agents (each, an "Indemnified Party") against any and all liabilities (including, but not limited to, losses, damages, expenses and reasonable attorneys' fees) arising from any claim brought by an unrelated third party alleging injury, in whole or in part, resulting from any the gross negligence or willful misconduct of Developer, its officers, directors, employees and agents.
- 9.3. For claims that any Application, action, product, or publication of Developer, other than claims based upon the CCP Tools, violates a trademark, copyright or patent of any unrelated third party (an "Infringement Claim"), Developer (the "Indemnifying Party") shall indemnify, defend and hold harmless CCP and its officers, directors, employees and agents (each, an "Indemnified Party") against any and all against any and all claims or liabilities (including, but not limited to, losses, damages, expenses and reasonable attorneys' fees).
- 9.4. For any Infringement Claim, the Indemnifying Party shall, at its sole option and expense, have the right to:
  - 9.4.1. procure for Indemnified Party the right to continue the use of the allegedly infringing material without interruption, or

- 9.4.2. replace or modify the allegedly infringing material to make its use non-infringing while being substantially capable of performing the same function, or
- 9.4.3. accept return of the allegedly infringing material and refund the purchase price of that allegedly infringing material.
- 9.5. Any indemnification obligation arising under this Section 9 shall be subject to the following requirements:
  - 9.5.1. the Indemnified Party promptly provides the Indemnifying Party written notification of the assertion of any claim; and
  - 9.5.2. the Indemnified Party provides reasonable support in aiding the Indemnifying Party in any defense to a claim, at the Indemnifying Party's cost; and
  - 9.5.3. the Indemnifying Party has sole control over the defense or settlement of any claim.

**10. DISCLAIMERS; LIMITATION OF LIABILITY**

- 10.1. EXCEPT FOR INDEMNIFICATION OBLIGATIONS, VIOLATIONS RELATED TO HANDLING CONFIDENTIAL INFORMATION, OR CCP'S INTELLECTUAL PROPERTY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR PERSONAL PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR IN ANY WAY RELATED TO THE PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT. EACH PARTY'S TOTAL CUMULATIVE OBLIGATION TO THE OTHER FOR ANY SUCH DAMAGES SHALL BE ONE HUNDRED UNITED STATES DOLLARS (US\$100). EXCEPT TO THE EXTENT SPECIFICALLY PROVIDED OTHERWISE IN THIS AGREEMENT, ALL REMEDIES PROVIDED FOR HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO TERMINATE THIS AGREEMENT AND ALL OF THE REMEDIES PROVIDED BY LAW (AND NOT EXCLUDED PURSUANT TO THE FOREGOING SENTENCE), SHALL BE DEEMED CUMULATIVE AND NON EXCLUSIVE. THE LIMITATIONS IN THIS SECTION SHALL APPLY WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, EVEN IF THE OTHER PARTY (OR ITS AFFILIATES) HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.2. THE GAME, THE LICENSED MATERIALS, AND THE CCP MARKS ARE ALL PROVIDED "AS IS, AND WHERE IS". UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, CCP HEREBY DISCLAIMS ALL WARRANTIES RELATED THERETO, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, AGAINST INFRINGEMENT, AND AGAINST VIRUSES OR SECURITY FAILURE. CCP DOES NOT CLAIM THAT THE GAME, THE LICENSED MATERIALS, OR THE CCP MARKS WILL RUN ERROR FREE OR THAT THE GAME WILL MAINTAIN ANY UPTIME STANDARDS.

## **11. PROPRIETARY INFORMATION**

- 11.1. In connection with this License Agreement, each Party may disclose ("Disclosing Party") to the other Party ("Receiving Party") certain Trade Secrets and Confidential Information. The Receiving Party acknowledges and agrees that the Trade Secrets and Confidential Information and any derivative works thereto are the sole and exclusive property of the Disclosing Party (or a third party providing such information to the Disclosing Party). As used herein, "Trade Secrets" means information of a Party, its licensors, suppliers, developers, or prospective licensors which (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. As used herein, "Confidential Information" means information, other than Trade Secrets, that is of value to its owner and is treated as confidential, including, but not limited to, pricing, volume discounts, future business plans, patterns, devices, methods, techniques, know-how, drawings, processes, financial data, financial plans, product plans and information regarding actual or potential customers or suppliers.
- 11.2. The Receiving Party's obligations under this License Agreement with regard to Confidential Information shall remain in effect for the term of this License Agreement and for three (3) years thereafter; provided the Receiving Party's obligations under this License Agreement with regard to the Trade Secrets shall remain in effect for as long as such information shall remain a Trade Secret under applicable law. During that time the Receiving Party will hold in confidence and not distribute the Trade Secrets or the Confidential Information or any portion thereof except to effectuate the purposes of this License Agreement and then only to (i) employees who have a need to know, and (ii) those third parties whose professional involvement necessitates it, such as auditors, accountants, and legal representatives, and who are subject to restrictions on redistribution of the Confidential Information or Trade Secrets at least as restrictive as this one. The Receiving Party agrees to return to the Disclosing Party, upon request, the Trade Secrets and Confidential Information and all materials relating thereto.
- 11.3. The Receiving Party further acknowledges and agrees that the disclosure of the Trade Secrets and Confidential Information to it does not confer upon Receiving Party any license, interest or rights of any kind in or to the Trade Secrets or Confidential Information other than as set forth in this License Agreement or otherwise expressly agreed upon in writing by the parties.
- 11.4. The obligations set forth in this section do not apply to the following information: (i) at the time of disclosure hereunder such information is generally available to the public; (ii) after disclosure hereunder such information becomes generally available to the public through means other than a breach of this License Agreement by the Receiving Party; (iii) the Receiving Party can demonstrate such information was in its possession prior to the time of disclosure by Disclosing Party without confidentiality obligation; (iv) the information becomes available to the Receiving Party without confidentiality obligation from a third party which is not legally prohibited from disclosing such information; (v) the Receiving Party can demonstrate the information was developed by or for it independently without the use of such information; or (vi) disclosure is required under applicable law or regulation.

## **12. GENERAL PROVISIONS**

- 12.1. Force Majeure. If either Party should fail in the performance of any obligation under this License Agreement, other than payment, by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive government laws or regulations, acts of terrorism, planetary bombardment, or other cause, without fault and beyond the reasonable control of the Party obligated (financial inability excepted), that Party shall be granted an extension to perform its obligations hereunder equal to the time the underlying cause prevented performance. Should any obligations of the other Party be dependant upon this Party's performance, such obligations shall be similarly extended.
- 12.2. Third Party Beneficiaries. The Parties acknowledge and agree that there are no third party beneficiaries to this License Agreement.
- 12.3. Relationship of the Parties. Nothing in this License Agreement shall be deemed to constitute an employment, franchise, joint venture, or agency relationship between the Parties.
- 12.4. Nonsolicitation of Employees. During the Term and for one year thereafter, neither Developer nor any of its employees, officers, or agents, directly or indirectly, shall induce or seek to induce the employment or other services of any employee of CCP or its affiliates (a) who is engaged in product development or any directly related function, (b) who assisted Developer in connection with this License Agreement or any Licensed Materials, or (c) with whom Developer otherwise had contact or dealings with during the Term. For the purposes of this provision, placing a general advertisement to the public for employment shall not be considered solicitation for employment.
- 12.5. Counterparts. This License Agreement may be executed in one or more identical counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 12.6. Attorney's Fees. In the event any obligation of this License Agreement must be enforced, through litigation or otherwise, the prevailing Party will be entitled to reasonable attorneys' fees.
- 12.7. Assignment. Neither Party may assign this License Agreement or any of its rights or obligations hereunder without the other Party's prior written consent, except that CCP may assign this License Agreement in its entirety in the event of a merger, corporate reorganization or a sale of all or substantially all of its assets without obtaining Developer's consent.
- 12.8. Remedies. All remedies set forth in this License Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise, and may be enforced concurrently or from time to time.
- 12.9. Equitable Relief. The Parties acknowledge that any threatened or actual breach of all proprietary and intellectual property obligations under this License Agreement shall constitute immediate, irreparable harm for which an award of monetary damages is an inadequate remedy and for which equitable remedies may be awarded by a court of competent jurisdiction without requiring the post of any bond. Either Party may seek such relief directly and without application of any commitment to arbitration. The Parties further agree that in the event such equitable relief is granted in the United States, they will not object to courts in other jurisdictions

granting provisional remedies enforcing such United States judgments.

- 12.10. Notice. All notices required by or relating to this License Agreement shall be in writing and (i) in the case of Developer shall be sent to the e-mail address Developer submits to CCP when registering to utilize the Licensed Materials, and such notice shall be deemed received the same day it is sent, (ii) in the case where Developer so requests in writing, shall be sent to the address set forth in the request by certified or registered mail or by a nationally recognized overnight courier and shall be deemed received upon notice of delivery by the common carrier, and (iii) in the case of CCP shall be sent to the address set forth herein by certified or registered mail or by a nationally recognized overnight courier and shall be deemed received upon notice of delivery by the common carrier.
- 12.11. Waiver. Any waiver or forbearance by either Party hereto in respect of breach of any provision of this License Agreement on any occasion shall relate only to that breach and shall not be deemed to constitute a waiver of any other subsequent breach.
- 12.12. Arbitration. All controversies, disputes, or claims between CCP, any of its affiliated entities, or any of their respective officers, directors, agents, employees and attorneys and Developer, any of its affiliated entities, or any of their respective officers, directors, agents, employees and attorneys, arising from or relating to this License Agreement shall on demand of either Party be submitted for arbitration to the offices of the American Arbitration Association (“AAA”) located in Atlanta, Georgia, or such other mutually agreed organization. The arbitration shall be governed exclusively by the: United States Arbitration Act (9 U.S.C. § 1, et seq.), without reference to any state arbitration statutes. The Parties agree that, in connection with any such arbitration proceeding, each shall submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedures) within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding shall be barred. The arbitration proceedings shall be conducted in accordance with the then-current commercial arbitration rules of the AAA, except as modified by this License Agreement. The Parties shall be entitled to limited discovery at the discretion of the arbitrator(s) who may, but are not required to, allow depositions. The Parties acknowledge that the arbitrators’ subpoena power is not subject to geographic limitations. The arbitration proceedings shall be conducted on an individual basis and not on a multi-plaintiff, consolidated or class-wide basis. The arbitrator(s) shall have the right to award the relief which he or she deems proper, consistent with the terms of this License Agreement, including compensatory damages (with interest on unpaid amounts from date due), specific performance, injunctive relief, legal fees and costs; provided, however, in no event may the arbitrator(s) modify or change any material provisions of this License Agreement. The award and decision of the arbitrator(s) shall be conclusive and binding on all Parties, and judgment upon the award may be entered in any court of competent jurisdiction. Any right to contest the validity or enforceability of the award shall be governed exclusively by the United States Arbitration Act. The provisions of this Section shall continue in full force and effect subsequent to and notwithstanding expiration or termination of this License Agreement.
- 12.13. Governing Law. This License Agreement is made under, shall be governed by, and shall be construed under the laws of the State of Georgia of the United States of America, without regard to its conflicts of laws provisions. Subject to any commitment to arbitration herein, any action, suit, or other proceeding shall be

brought by either Party against the other Party in a State or Superior court of competent jurisdiction in the metropolitan area of Atlanta, Georgia or the United States District Court for the Northern District of Georgia located in Georgia. Both Parties hereby submit to the exclusive jurisdiction of such courts and waive any objection to jurisdiction or venue in any such proceeding.

- 12.14. Survival. Termination or expiration of this License Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this License Agreement which (i) the Parties have expressly agreed shall survive any such termination or expiration, or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration. The termination or expiration of this License Agreement shall not affect any warranties, indemnification or obligations relating to returns, credits, payments or any other matters set forth in this License Agreement that should survive termination or expiration in order to carry out their intended purpose, all of which shall survive the termination or expiration of this License Agreement. This License Agreement and all attached Exhibits (which are hereby incorporated by reference) constitute the entire License Agreement between the Parties concerning the subject matter hereof and supersedes all written or oral prior License Agreements or understandings with respect thereto.
- 12.15. Interpretation. The governing language of this License Agreement shall be English. The Parties agree that any court or authority interpreting this License Agreement shall construe the terms equally against both Parties. Headings of particular sections are included only for convenience and are neither to be considered a part of this License Agreement nor to be used to define, limit or construe the scope of any term of this License Agreement. Should a court of competent jurisdiction hold that any provision of this License Agreement, or portion thereof, is void, invalid, or unenforceable for any reason, that court shall replace that provision with an enforceable one most closely resembling the court's interpretation of the Parties' original intent. Should the court be unable or unwilling to do so, that provision shall be struck from this License Agreement and all remaining provisions shall continue in force. Each provision is separable and constitutes a separate and distinct covenant. This License Agreement constitutes the full understanding of the Parties on the subject matter hereof, supersedes all prior writings, and may only be amended via written agreement of the Parties.

### **13. Electronic Contracting.**

- 13.1. By accepting this License Agreement (including, without limitation, by accessing the Licensed Materials), you agree to transact business with CCP electronically. This applies to all transactions conducted through or involving the Licensed Materials. You may refuse to transact business with us at any time in the future by notifying us in writing and sending such notice to: CCP hf., Grandagardur 8, 101 Reykjavik, Iceland, Attention: General Counsel. You will need to maintain equipment, software and internet access necessary to access and use the features made available via the CCP Tools, as well as to request and access any copies of these terms and conditions, or CCP's Terms of Use or Privacy Policy. You may request a copy of each of these documents by contacting CCP at [info@ccpgames.com](mailto:info@ccpgames.com) provided you pay for the costs of copying and delivering the documents to you.

### **14. Authority to Accept Terms.**

- 14.1. By clicking “I Agree” to this License Agreement, you represent and warrant that you have the authority to accept this License Agreement on behalf of yourself and any organization you represent, that you are more than 18 years of age, and that you will abide by and comply with this License Agreement. If you do not agree with this License Agreement, do not click I Agree and do not access the Licensed Materials.