Draft: 2018-13-07

SIRIUS SOFTWARE GENERAL END USER LICENSE AGREEMENT for UNITY2CANVAS

PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE CLICKING THE "ACCEPT" BUTTON OR DOWNLOADING, INSTALLING OR USING THE SOFTWARE (AS DEFINED BELOW). THE TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT ("AGREEMENT") GOVERN USE OF THE SOFTWARE UNLESS YOU AND SIRIUS SOFTWARE ("SIRIUS ") AND/OR RELEX STUDIOS. RELEX AND SIRIUS HAVE EXECUTED A SEPARATE AGREEMENT GOVERNING USE OF THE SOFTWARE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT CLICK THE "ACCEPT" BUTTON OR DOWNLOAD OR USE THE SOFTWARE.

Sirius is willing to license the Software to you only upon the condition that you accept all the terms contained in this Agreement. By clicking on the "I accept" button below or by downloading, installing or using the Software, you have indicated that you understand this Agreement and accept all of its terms. If you are accepting the terms of this Agreement on behalf of a Legal Entity (as defined below), you represent and warrant that you have the authority to bind that Legal Entity to the terms of this Agreement, and, in such event, "you" and "your" will refer to that Legal Entity. If you do not accept all the terms of this Agreement, then Sirius is unwilling to license the Software to you, and you must return all copies of the Software to Sirius for a full refund. Your right to return the Software for a refund expires 5 days after the date of purchase.

Definitions

"Execute" and "Execution" means to load, install, and run the Software in order to benefit from its functionality as designed by Sirius.

"Legal Entity" means any company, corporation, limited liability company, general partnership, limited partnership, limited liability partnership, proprietorship, joint venture or other form of business organization. Entity includes without limitation any educational or academic institution.

"Licensee Content" means games, applications or other content that you develop through use of the Software

"**Software**" means all versions of the Unity2Canvas editor and runtime software products identified on Relex Studio's website at http://relexstudio.com that Sirius makes commercially available for a fee.

1. Grant of License.

(a) Conditioned upon your compliance with the terms and conditions of this Agreement, Sirius grants you a revocable, non-exclusive, non-transferable license: (i) to install and Execute the executable form of the Software, solely for your internal use; and (ii) if you are an individual or a Legal Entity other than an educational or academic institution, to distribute the runtime portion of the Software, on a royalty-free basis, solely as embedded or incorporated into Licensee Content and solely to third parties to whom you license or sell Licensee Content. You may not sublicense the rights

granted under clause (a)(i), but you may sublicense the rights granted under (a)(ii) solely to third parties to whom you license or sell Licensee Content. .

- (b) If you are an individual or a Legal Entity other than an educational or academic institution, you may install the Software on both a primary computer and a secondary computer, solely for your convenience. We may in our sole discretion permit you to install the Software on an additional computer or computers. If you are an educational or academic institution, you may install the Software on a single computer only and your license to use the Software is limited to educational or academic, non-commercial purposes.
- (c) You may make a single copy of the Software for backup or archival purposes, provided that you reproduce on it all copyright, trademark and other proprietary notices or markings that are on the original copy of the Software, as delivered to you. Sirius reserves all rights in the Software not expressly granted to you in this Agreement.
- 2. **Restrictions.** Except as expressly specified in this Agreement, you may not: (a) modify1) port, adapt, modify, adapt, improve, enhance, create a derivative work or translate the Software, including but not limited to adding new features or otherwise making adaptations that alter the functioning of the Software; 2) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Software; 3) rent, lease, sell, sublicense, assign, or transfer your rights in the Software, or authorize any portion of the Software to be copied onto another's device or otherwise provide access to the Software to any third party; 4) (i) circumvent technological measures intended to control access to the Software or (ii) develop, distribute, or use with the Software any products that circumvent the technological measures; 5)) make the functionality of the Software available to multiple users through any means, including but not limited to by uploading the Software to a network or file-sharing service or through any hosting, application services provider, service bureau, software-as-a-service (SaaS) or any other type of services. You acknowledge and agree that portions of the Software, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Sirius and its licensors. Accordingly, you agree not to disassemble, decompile or reverse engineer the Software, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by law notwithstanding this prohibition.
- 3. **Ownership**. The Software is licensed, not sold. Sirius retains ownership of the Software including all intellectual property rights therein. The Software is protected by United States copyright law and international treaties. You will not delete or in any manner alter any Sirius or third-party copyright, trademark or other proprietary rights notices or markings appearing on the Software or in the Software (including the runtime portion thereof).
- **4. Internet Connectivity.** The Software may make connections to remote servers to check for updates and to provide Sirius with anonymous usage statistics collected by Google Analytics that Sirius uses to improve the Software. You may disable the collection of such usage statistics at any time. The Software may also connect to the Internet at any time to confirm your compliance with the terms of this Agreement.

- **6. Term.** The license granted under this Agreement will remain in effect unless earlier terminated in accordance with this Agreement. You may terminate the license at any time by destroying all copies of the Software in your possession or control. The license granted under this Agreement will automatically terminate, with or without notice from Sirius , if you breach any term of this Agreement. Upon termination, you must at Sirius 's option either promptly destroy or return to Sirius all copies of the Software in your possession or control.
- 7. No Warranty. THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND. SIRIUS DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY WARRANTIES AND CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SIRIUS OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT.
- Limitation of Liability. SIRIUS' (AND THAT OF RELEX STUDIOS) TOTAL LIABILITY TO YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO THE AMOUNTS PAID TO SIRIUS (OR TO RELEX STUDIOS) BY YOU FOR THE SOFTWARE DURING THE THREE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT WILL SIRIUS BE LIABLE TO YOU 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 THIS AGREEMENT OR THE EXECUTION OR PERFORMANCE OF THE SOFTWARE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SIRIUS (OR RELEX STUDIOS) 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. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- **9.** U.S. Government End Users. The Software and Documentation are "commercial items" as that term is defined in FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in FAR 12.212 and DFARS 227.7202. If the Software and Documentation are being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government's rights in the Software and Documentation will be only those specified in this Agreement.
- **10. Export Law.** You agree to comply fully with all U.S. and foreign export laws and regulations to ensure that neither the Software nor any technical data related thereto nor any direct product thereof are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

- 11. **General.** This Agreement will be governed by and construed in accordance with the laws of the United States, without regard to or application of conflict of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply. You may not assign or transfer this Agreement or any rights granted hereunder, by operation of law or otherwise, without SIRIUS 's prior written consent, and any attempt by you to do so, without such consent, will be void. Without limiting the generality of the foregoing, if you are an employee of a Legal Entity, you may not assign or transfer this Agreement or any rights granted hereunder to your employer without SIRIUS's prior written consent, and any attempt by you to do so, without such consent, will be void. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. All notices or approvals required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All notices or approvals will be sent to the addresses set forth in the applicable ordering document or invoice or to such other address as may be specified by either party to the other in accordance with this section. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties. If any provision of this Agreement is held to be unenforceable or invalid that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect. This Agreement is the complete and exclusive understanding and agreement between the parties regarding its subject matter, and supersedes all proposals, understandings or communications between the parties, oral or written, regarding its subject matter, unless you and Relex Studios have executed a separate agreement governing use of the Software. Any terms or conditions contained in your purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this Agreement are hereby rejected by Sirius and Relex Studios and will be deemed null.
- **12. Contact Information.** If you have any questions regarding this Agreement, you may contact Sirius and Relex Studios at Ngozi@relexstudio.com