

FANTASTIC CONTRAPTION

END USER LICENSE AGREEMENT

The following end user license agreement ("**EULA**") governs your use of the virtual reality game Fantastic Contraption (the "**Game**") and is entered into between you and Radial Games Corp. ("**Radial**").

You must agree to the EULA in order to use the Game.

By checking a box that states "I agree" or by using the Game or any portion thereof, you are agreeing to be bound by the EULA.

Radial reserves the right, at its sole discretion, to change or modify or to add or remove portions of the EULA at any time. Radial agrees to notify you of an update by a posting on www.radialgames.com/eula/fc.pdf. You are deemed to accept an update by continuing to use the Game.

1. THE GAME

1.1 Game Description. The Game is a virtual reality video game comprised of, without limitation, computer code, data, graphics, video, sound effects, music, text, characters, content, design elements, and other information comprising, accessed from or related to the Game. The Game is protected by the copyright and trademark laws of Canada, international treaties, conventions and other laws around the world.

1.2 Game Ownership. Radial, in partnership with Northway Games Inc., is the exclusive owner of the Game and retains all intellectual property and other rights in, and title to, the Game and all copies thereof.

1.3 User Content. User content includes any information that you submit, transmit or upload while using the Game ("**User Content**"). By providing User Content you represent and warrant that you have all consents, licenses and rights necessary to provide and license the User Content and you agree to grant Radial a non-exclusive, irrevocable, fully-paid, royalty-free, perpetual, sub-licensable, transferable, worldwide license to User Content under all copyright, trademark, trade secret, patent, privacy and publicity rights and any other intellectual or industrial property rights you own or control to use, broadcast, disclose, display, distribute, modify, make derivative works of, publicly perform, publish, record, reproduce, sublicense (on multiple levels), translate, transmit or otherwise exploit for all

purposes and in all formats and mediums and with any technology now known or hereafter developed and for all purposes without attribution, notice, permission or payment to you or any other person.

2. GRANT OF LICENSE

2.1 Game License. Except as otherwise provided in the EULA, Radial grants you a revocable, non-exclusive, non-transferable license to use the Game. You may only use one copy of the game at any time. If you wish to use the game on two or more devices, you must purchase additional Game licenses. You agree that no title or ownership interest in the Game is transferred or assigned to you and that the EULA is not a sale of any right to the Game. Notwithstanding the foregoing, you may make one copy of the Game for backup or archival purposes.

2.2 Streaming and Social Media License. You may publicly display the Game on online video streaming websites, such as www.youtube.com and www.twitch.com, and social media, such as tweeting a GIF, on a commercial or non-commercial basis but cannot display the game through any other medium without first obtaining Radial's written consent. Radial may terminate or modify the scope of the streaming and social media license granted to you at any time without compensation and will not be liable to you for any loss you incur as a result of termination, such as lost profits.

2.3 License Limitations. The license granted to you in the EULA is subject to limitations. Except as expressly permitted by the EULA, you agree that that you will not:

- a. encumber, sell, rent, lease, loan, transfer, display or sublicense the Game in any way;
- b. reproduce or distribute the Game;
- c. modify, create derivative works of, adapt or translate the Game;
- d. decompile, disassemble or reverse engineer the Game or otherwise attempt to derive the Game's source code; or
- e. use automation software, cheats or any other unauthorized software to modify the Game or the Game experience.

2.4 License Term. The term of the license contained in the EULA commences on the date you agree to the EULA and terminates upon the earliest of:

- a. Radial's termination of the EULA and that may occur without notice or reason;
- b. your removal of the Game;
- c. your termination of the EULA; or
- d. your non-compliance with the EULA, Terms of Service or Privacy Policy.

2.5 Code of Conduct. You agree to not:

- a. engage in abusive, defamatory, libelous, threatening or any other conduct that is objectionable or offensive;
- b. communicate, link to, post, submit or upload content that contains nudity or other sexual material, violence or any other objectionable or offensive conduct;
- c. abuse, bully or harass other users of the Game or encourage others to do the same;
- d. encourage or engage in illegal activities;
- e. infringe or violate the right of a third party including but not limited to: (1) contractual rights; (2) copyright, patent, trademark or trade secret rights; (3) privacy rights; (4) publicity rights; or (5) confidential information;
- f. collect or attempt to obtain other users' data, whether personal or anonymous; or
- g. impersonate another person or an employee of Radial.

2.6 Right to Terminate the EULA. You may terminate the EULA at any time for any reason, for example, if you disagree with the then-current EULA, by immediately stopping use of the Game and notifying Radial of your intention to terminate by emailing support@radialgames.com. Please note that termination is your sole and exclusive remedy and you are not entitled to a refund of any kind.

3. SOFTWARE UPDATES

On one or more occasions Radial may patch, update, or modify the Game (each, an **"Update"**) and require you to install such Update in order for you to continue using the Game. Updates may modify the EULA, gameplay mechanics or other aspects to the Game. Failing to install an Update may result in an inability to use the Game and for which you shall not be entitled to a refund or compensation of any kind.

4. THIRD PARTY SOFTWARE

The Game may incorporate services or products provided by third parties. The EULA does not grant you any license, right, title or other interest in third party services or products, which may require you to enter into agreements between you and a third party. It is up to you to review and determine the acceptability of any third party agreement.

5. DISCLAIMER AND LIMITATION OF LIABILITY

The Game and third party services and products are provided to you "as is" and Radial disclaims any and all warranties and conditions, express, implied or statutory including, without limitation, merchantability, fitness for a particular purpose and non-infringement of third party rights. Radial makes no warranty or representation that access to, or operation of, the Game and third party services and products will not be uninterrupted, error free or will not harm your computer or mobile device or cause data loss.

You shall bear all risks associated with the Game and third party services and products including, but not limited to, risks associated with using the Game such as personal or bodily injury (including death or disability) or property damage. As with all virtual reality games, please follow the instructions provided with your virtual reality headset and be sure to play the Game in a safe environment away from people and property that you could come in contact with while wearing the headset.

Radial, its directors, officers, agents, partners and licensors shall not be liable to you for any loss or damage of any kind arising out of or relating to the Game or third party services or products including, without limitation, consequential, incidental or special damages. This limitation applies to any cause of action or claims in the aggregate, whether in an equitable, legal or common law action and including,

without limitation, breach of contract, warrant or indemnity, negligence, strict liability and other torts. Notwithstanding the foregoing, nothing in the EULA shall limit Radial's liability in a manner not permitted by applicable law

If any disclaimer or limitation of liability is found unenforceable, void or does not fully shield Radial from liability, you agree that Radial's maximum aggregate liability to you whatsoever will be the lesser of: (1) the amount you paid to Radial in the 12 months immediately preceding the date of the harm in question; and (2) \$100 (CAD).

6. INDEMNITY

You shall indemnify, defend and hold Radial, its directors, officers, employees, agents, contractors and partners, harmless from and against any claim, liability, injury, damage, cost, loss or expense, including reasonable attorneys' fees, that arise from your, or any third party's, use of the Game or third party services or products. You cannot settle any claim without Radial's advance written consent unless such claim releases Radial unconditionally. Radial reserves the right to, at its expense, assume control of the claim and, following, section 6 shall cease to apply to you.

7. DISPUTE RESOLUTION

7.1 Dispute Resolution. If any disagreement or dispute arising out of or relating to the EULA or breach thereof (a "**Dispute**") occurs, you and Radial agree to first attempt to resolve the Dispute informally for a period of at least 30 days commencing on the date you make the Dispute known to Radial. If the Dispute is not resolved within this period, you and Radial agree to submit the Dispute to settlement by final and binding arbitration to be conducted in Vancouver, British Columbia, Canada. The arbitration shall be commenced and conducted in accordance with the Commercial Rules of the American Arbitration Association (the "**Rules**"). Your arbitration fees and your share of the arbitrator's compensation shall be governed by and, where appropriate, limited by the Rules. If the law of your jurisdiction prohibits the provisions of the foregoing, the arbitration shall be commenced and conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce.

7.2 Restrictions. You and Radial agree that any informal resolution or arbitration of a Dispute shall be limited between Radial and you individually. To the full extent permitted by applicable law, no arbitration shall be joint with any other and you have no right or

authority to: (a) arbitrate a Dispute on a class-action basis or to utilize class action procedures; and to (b) raise a Dispute in a representative capacity on behalf of the general public or any other persons.

7.3 Exceptions to Informal Resolution and Arbitration. You and Radial agree that the following Disputes are not subject to the above provisions concerning informal Dispute resolution and arbitration: (a) Disputes concerning the enforcement, protection or validity of intellectual property rights belonging to you or Radial; (b) Disputes concerning allegations of invasion of privacy, piracy, theft or unauthorized use of the Game (including violation of the EULA, Terms of Service or Privacy Policy); and (c) claims for injunctive relief.

8. GENERAL

8.1 Governing law. The EULA shall be governed and construed under the laws of Canada and the province of British Columbia. You hereby agree that the United Nations Convention on Contracts for the International Sale of Goods is excluded in its entirety from application to the EULA.

8.2 Severability. To the extent any section, clause, provision or sentence or part thereof of the EULA is determined to be illegal, invalid or unenforceable by competent authority in any jurisdiction, then that portion shall be severed and the remainder of the EULA shall be given full force and effect.

8.3 No Waiver. Radial's failure to assert or enforce any right contained in the EULA shall not constitute a waiver of that right.

8.4 Entire Agreement. The EULA constitutes the entire agreement between you and Radial with respect to the subject matter hereof and supersedes any prior oral or written agreements, communications, representations or undertakings provided.