

User Agreement for Breshna

<Gaming Revolution for International Development Inc.>

This Software as a Service Agreement (this “**Agreement**”), effective as of the date of your acceptance of this agreement, or your use of the Platform (as defined below) (the “**Effective Date**”), is by and between Gaming Revolution for International Development Inc. a Delaware C-corp with offices located at 2727 Bowling Green Drive Vienna VA, 22108 (“**GRID**”), and you as a user (“**User**”). GRID and User may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

The Parties agree as follows:

1. Definitions.

(a) “**Account Settings**” means the configurations and settings associated with the User account(s) used to access the Platform, including User’s selections of any Game Creator Premium Features and any associated fees.

(b) “**Aggregated Statistics**” means data and information related to User’s use of the Platform that is used by GRID in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Platform.

(c) “**Content Contributor**” means a User that elects to use the Platform to contribute game assets and make Game Content available to Game Creators.

(d) “**Contributor Account Settings**” means any Account Settings of a Content Contributor that specify the Game Content provided by that Content Contributor, any fees associated with that Game Content, and the terms under which that Game Content is licensed to Game Creators or to GRID itself.

(e) “**Game**” means a viewable and/or interactive gaming experience that is created by a Game Creator using the Platform.

(f) “**Game Content**” means any templates, modules, functions, features, images, audio data, video data, or other content that may be used by a Game Creator when creating a Game.

(g) “**Game Creator**” means a User that elects to use the Platform to create a Game that may be, depending upon the selected Game Creator Premium Features, tested, played, or distributed to Players via the Platform.

(h) “**Game Creator Premium Features**” means any Game Creator specific features, tools, functions, areas, or other portions or uses of the Platform that User has selected, in the Account Settings, to be provided to User (i) on a subscription basis during a Game Creator Subscription Period, or (ii) on a one-time basis based on a single purchase.

(i) “**Game Creator Subscription Fees**” means any fees charged to a Game Creator for subscription based Game Creator Premium Features that are selected by the Game Creator.

(j) “**Game Creator Subscription Period**” means a period of time, indicated in the Account Settings, for which the User has selected subscription based Game Creator Premium Features.

(k) “**GRID IP**” means the Platform, any documentation, and any and all intellectual property provided to User in connection with the foregoing. For the avoidance of doubt, GRID IP includes Aggregated Statistics and any information, data, or other content derived from GRID’s monitoring of User’s access to or use of the Platform, but does not include User Data.

(l) “**Platform**” means the Breshna gaming platform offered by GRID.

(m) “**Player**” means an end user that receives a Game via the Platform.

(n) “**Third-Party Products**” means any third-party products provided with or incorporated into the Platform.

(o) “**User Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of User through the Platform. User Data includes any Game Content that is created by User as a Content Contributor, as well as any Games that are created by User as a Game Creator.

2. Access and Use.

(a) Provision of Access. Subject to and conditioned on User’s payment of fees and compliance with all other terms and conditions of this Agreement, GRID hereby grants User a non-exclusive, non-transferable right to access and use the Platform during the Term, solely for use by User in accordance with the terms and conditions herein. Such use is limited to User’s internal use. GRID shall provide to User the necessary passwords and network links or connections to allow User to access the Platform.

(b) Use Restrictions. User shall not use the Platform for any purposes beyond the scope of the access granted in this Agreement. User shall not at any time, directly or indirectly, and shall not permit any other to: (i) copy, modify, or create derivative works of the Platform in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (iv) remove any proprietary notices from the Platform; or (v) use the Platform in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(c) Reservation of Rights. GRID reserves all rights not expressly granted to User in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to User or any third party any intellectual property rights or other right, title, or interest in or to the GRID IP.

(d) Suspension. Notwithstanding anything to the contrary in this Agreement, GRID may temporarily suspend User’s access to any portion or all of the Platform if: (i) GRID reasonably determines that (A) there is a threat or attack on any of the GRID IP; (B) User’s use of the GRID IP disrupts or poses a security risk to the GRID IP or to any other customer or vendor of GRID; (C) User is using the GRID IP for fraudulent or illegal activities; (D) subject to applicable law, User has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar

disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) GRID's provision of the Platform to User is prohibited by applicable law; or (ii) any vendor of GRID has suspended or terminated GRID's access to or use of any third-party services or products required to enable User to access the Platform (any such suspension described in subclause (i) or (ii) a "**Service Suspension**"). GRID shall use commercially reasonable efforts to provide written notice of any Service Suspension to User and to provide updates regarding resumption of access to the Platform following any Service Suspension. GRID shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. GRID will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that User may incur as a result of a Service Suspension.

(e) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, GRID may monitor User's use of the Platform and collect and compile Aggregated Statistics. As between GRID and User, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by GRID. User acknowledges that GRID may compile Aggregated Statistics based on User Data input into the Platform. User agrees that GRID may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify User or User's Confidential Information.

3. User Responsibilities.

(a) General. User is responsible and liable for all uses of the Platform resulting from access provided by User, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, User is responsible for all acts and omissions of any person accessing the Platform through User's account, and any act or omission by such a user that would constitute a breach of this Agreement if taken by User will be deemed a breach of this Agreement by User. User shall use reasonable efforts to make all such users aware of this Agreement's provisions as applicable to such user's use of the Platform, and shall cause such users to comply with such provisions.

(b) Third-Party Products. GRID may from time to time make Third-Party Products available to User. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. If User does not agree to abide by the applicable terms for any such Third-Party Products, then User should not install or use such Third-Party Products.

(c) Content Standards. User will, at all times while using the Platform, or while using or providing any Game, Game Content, or other content or material from the Platform, abide by the following content standards ("**Content Standards**"), including in the creation or promotion of any Game or Game Content, as well as in User's public discussions or public activities that in any way relate to the Platform, as may be determined by GRID in its sole discretion. A violation of these Content Standards as determined by GRID in its sole discretion may result in a suspension of User's access the Platform, the removal of Games or Game Content from the Platform, voiding of any fees that GRID may owe to User for non-conforming Game Content, and revocation of licenses related to the Platform, Game's, Game Content, or other licenses. While GRID does not and cannot review all Games, Game Content, and User activity relating to the Platform, GRID reserves the right to perform any review that

GRID determines may be needed in GRID's sole discretion. Without limiting the foregoing, User's activities related to the Platform must not:

- (i) Violate any applicable federal, state, local, or international laws and regulations;
- (ii) Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- (iii) Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- (iv) Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- (v) Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations.
- (vi) Be likely to deceive any person.
- (vii) Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- (viii) Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- (ix) Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- (x) Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- (xi) Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

(d) User Representation and Warranty. User represents and warrants that (i) User owns or controls all rights in and to the User Data, including any Games or Game Content, and that User has the right to grant the licenses granted herein, and (ii) all User Data and uses of the User Data comply with this Agreement and the Content Standards. User understands and acknowledges that User is responsible for User Data, and User has full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. GRID is not responsible or liable to any third party for the content or accuracy of any User Data of you or any other user of the Platform.

4. Game Creator Subscription, Fees, and Payment.

(a) Payment Method. When registering for the Platform or selecting Game Creator Premium Features, User is required to provide a current, valid, accepted method of payment, as may be updated from time to time and which may include payment through a third party (a "**Payment Method**"). User hereby grants GRID the permission use User's Payment Method for completion of any payments

associated with the Platform, and to provide User's Payment Method to a third-party for completion of any payments associated with the Platform as may be needed, including payment of any Platform Fees, Creator Fees, Game Creator Subscription Fees, or otherwise. User agrees that GRID and its third-party payment processors may use User's Payment Method both for any newly added Game Creator Premium Feature, as well as for any subsequent renewal of any Game Creator Premium Feature upon the end of each Game Creator Subscription Period. The Game Creator Subscription Fees and any other charges User may incur in connection with User's use of the Platform, such as taxes and possible transaction fees, will be charged to User's Payment Method on the date(s) indicated in User's Account Settings. Different Game Creator Subscription Fees may be charged to User on different days of a month depending upon the dates at which User initially selected certain Game Creator Premium Features. If User's Payment Method is provided through a third party, additional details related to User's Payment Method and the Game Creator Subscription Fees may be available from the applicable third party. User authorizes us to charge any Payment Method associated with User's account. If a payment is not successful for any reason, we may suspend User's access to the Platform. User can update User's Payment Methods by changing User's Account Settings. Following any update to User's Payment Methods, User authorizes us to continue to charge any newly added or modified Payment Methods.

(b) Game Creator Premium Features and Fees. Subject to User's compliance with this Agreement, Game Creator Premium Features will be provided to User (i) for the Game Creator Subscription Period, or (ii) on a one-time basis, and User will be charged the associated Game Creator Subscription Fees. The Game Creator Subscription Fees that will be charged to User and the dates that User will incur such charges may be reviewed in User's Account Settings. User may cancel any Game Creator Premium Feature at any time by changing User's Account Settings, with such changing taking effect after the end of the then current Game Creator Subscription Period, at which time User will no longer have access to the Game Creator Premium Feature. All Game Creator Subscription Fees are non-refundable once charged to User. User acknowledges that GRID makes no guarantee of User's satisfaction, enjoyment, or use of Game Creator Premium Features. User acknowledges that User's only remedy for dissatisfaction with any Game Creator Premium Feature is cancellation of that Game Creator Premium Feature. Payments are nonrefundable and there are no refunds or credits for partially used Game Creator Subscription Periods.

(c) Changes to Game Creator Subscription Fees. GRID may change the Game Creator Subscription Fees in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in this Agreement, any price changes or changes to User's Game Creator Subscription Fees will take effect following notice to User, and User will have the option to cancel the affected Game Creator Premium Feature prior to incurring any subsequent Game Creator Subscription Fees.

(d) Game Content. User may purchase a license to use Game Content that is made available on the Platform by GRID or by Content Contributors with any Games that User creates as a Game Creator. The fees associated with any purchase of Game Content are displayed to User at the time of purchase, and will be charged to User's Payment Method on the dates of such purchase or such other data that may be displayed to User at the time of purchase. The cost, license terms, and other details may vary across Game Content and Content Contributors, and will be displayed to User at the time of purchase. As an example, some Game Content may be licensed in perpetuity for a one-time fee or for a per-use fee or royalty, while other Game Content may be licensed on a subscription basis and may only

be usable until an associated subscription ends. Where Game Content is provided on a subscription basis and in the absence of any conflicting terms provided at the time of purchase, such subscription shall be treated as a Game Creator Premium Feature for the purposes of payment, cancellation, and other terms. User acknowledges that GRID makes no guarantee of User's satisfaction, enjoyment, or use of Game Content, whether offered by GRID or by a Content Contributor. All fees for Game Content are non-refundable once charged to User.

(e) License to Game Content. Unless otherwise indicated at the time of purchase, any license for Game Content includes the perpetual and worldwide right to use, modify, copy, and create derivative works, and, in the form included within a Game and inseparably from the Game, the right to display, publish, broadcast, sublicense, or sell (a "**Game Content License**"), with such rights being revocable as provided under the terms of this Agreement, and being limited to User's internal business purposes. The Game Content License is subject to the terms of this Agreement, and may be granted to User by an individual Content Contributor, or by GRID on behalf of itself or on behalf of an individual Content Contributor. As a Game Creator, you acknowledge that your rights to use any Game Content under the Game Content License or otherwise are limited to those uses provided within or through the Platform, and that you have no right to use any of the Game Content outside of the Platform or independently of any web location or Game file provided to you through the Platform.

(f) Taxes. All fees and other amounts payable by User, or to User, under this Agreement are exclusive of taxes and similar assessments. User is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by User hereunder, other than any taxes imposed on GRID's income.

5. Content Contributor Obligations, Rights, & Fees.

(a) Content Contributor. As a Content Contributor, User may provide original Game Content to the Platform that may be used by Game Creators when creating a Game. A Content Contributor may review and configure their Contributor Account Settings to make Game Content available to Game Creators, and to specify the fees and other terms under which Game Content is made available to Game Creators. While Content Contributors have some control over these fees and terms, GRID may enforce certain requirements to ensure that Game Content is desirable and usable by Game Creators.

(b) Game Content. GRID may offer various tools from time to time that allow Content Contributor to add independently created content to the Platform as Game Content. Content Contributor remains the owner of all right, title, and interest to the Game Content. Content Contributor hereby grants to GRID the perpetual, irrevocable, worldwide, sublicensable, fully paid up and royalty free license to use, copy, modify, display, broadcast, publish, create derivative works, and otherwise use all of Content Contributor's Game Content as needed to provide the Platform to Users, including all rights needed to provide the Platform features that are specific to Content Contributors, as well as the rights needed to provide the Platform features that are specific to Game Creators.

(c) Grant of Game Content License. Unless otherwise specified by Content Contributor when selecting or configuring their Contributor Account Settings, all Game Content is licensed as the Game Content License. Where applicable, Content Contributor hereby grants the Game Content License to

GRID, with such Game Content License being sublicensable to each Game Creator that purchases a license to the Game Content.

(d) Removal of Game Content. Content Contributor's may modify their Contributor Account Settings to remove Game Content that is actively offered via the Platform, and Game Content that has been removed from your Contributor Account Settings shall not be available for any subsequent purchase by Game Creators. However, such removal does not revoke, and Content Contributor has no right or ability to revoke, any license of the Game Content that has been granted to GRID, or to any Game Creator.

(e) Fees Paid to Content Contributor. GRID may owe Content Contributor a portion of the fee for each purchase of Game Content by a Game Creator. The fee charged to a Game Creator for the Game Content is specified in the Contributor Account Settings, which also may describe the portion of that fee that is owed to Content Contributor upon each completed transaction of Game Content by a Game Creator (the "**Creator Fee**") and the portion of that fee that is retained by GRID (the "**Platform Fee**"). A transaction for Game Content is completed when GRID receives payment for the Game Content from Game Creator, and such payment is not subsequently contested or voided for any reason. GRID shall pay the Creator Fee to Content Contributor based on the schedule or dates indicated in the Contributor Account Settings, with such payment taking the form indicated in the Contributor Account Settings, which may be, for example, a credit usable for purchased made on the Platform, or funds added to a bank account or other payment account specified by Content Contributor in their Contributor Account Settings.

6. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive

the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Intellectual Property Ownership; Feedback.

(a) GRID IP. User acknowledges that, as between User and GRID, GRID owns all right, title, and interest, including all intellectual property rights, in and to the GRID IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

(b) User Data. GRID acknowledges that, as between GRID and User, User owns all right, title, and interest, including all intellectual property rights, in and to the User Data. In addition to any other licenses granted herein, User hereby grants to GRID a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the User Data and perform all acts with respect to the User Data as may be necessary for GRID to provide the Platform to User or to other users, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display User Data incorporated within the Aggregated Statistics.

(c) Feedback. If User or any of its employees or contractors sends or transmits any communications or materials to GRID by mail, email, telephone, or otherwise, suggesting or recommending changes to the GRID IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“**Feedback**”), GRID is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. User hereby assigns to GRID on User’s behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and GRID is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although GRID is not required to use any Feedback.

8. Warranty Disclaimer. THE GRID IP AND PLATFORM ARE PROVIDED “AS IS” AND GRID HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. GRID SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. GRID MAKES NO WARRANTY OF ANY KIND THAT THE GRID IP, THE PLATFORM, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET USER’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Indemnification.

(a) GRID Indemnification.

(i) GRID shall indemnify, defend, and hold harmless User from and against any and all losses, damages, liabilities, costs (including reasonable attorneys’ fees) (“**Losses**”) incurred by User resulting from any third-party claim, suit, action, or proceeding (“**Third-Party Claim**”)

that the Platform, or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that User promptly notifies GRID in writing of the claim, cooperates with GRID, and allows GRID sole authority to control the defense and settlement of such claim.

(ii) If such a claim is made or appears possible, User agrees to permit GRID, at GRID's sole discretion, to (A) modify or replace the Platform, or component or part thereof, to make it non-infringing, or (B) obtain the right for User to continue use. If GRID determines that neither alternative is reasonably available, GRID may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to User.

(iii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by GRID or authorized by GRID in writing; (B) modifications to the Platform not made by GRID; (C) User Data of User or any other customer of the Platform, including Game Content or Games of User or any other customer of the Platform; or (D) Third-Party Products.

(b) User Indemnification. User shall indemnify, hold harmless, and, at GRID's option, defend GRID from and against any Losses resulting from any Third-Party Claim that the User Data, or any use of the User Data in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights and any Third-Party Claims based on User's (i) negligence or willful misconduct; (ii) use of the Platform in a manner not authorized by this Agreement; (iii) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by GRID or authorized by GRID in writing; or (iv) modifications to the Platform not made by GRID, provided that User may not settle any Third-Party Claim against GRID unless GRID consents to such settlement, and further provided that GRID will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS 9 SETS FORTH USER'S SOLE REMEDIES AND GRID'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT ANY PARTS OF FEATURES OF THE PLATFORM INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. Limitations of Liability. IN NO EVENT WILL GRID BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER GRID WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL GRID'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED

THE TOTAL AMOUNTS PAID TO GRID UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Term and Termination.

(a) Term. The term of this Agreement begins on the Effective Date and will continue until terminated pursuant to this Agreement's express provisions (the "**Term**").

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) GRID may terminate this Agreement for convenience, effective on written notice to User, with any prepaid and unearned fees that User has paid to GRID for Game Creator Premium Features being refunded to User as of the date of termination;

(ii) User may terminate this Agreement by deleting or disabling the account associated with their Account Settings;

(iii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iv) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, User shall immediately discontinue use of the GRID IP and, without limiting User's obligations under 6, User shall delete, destroy, or return all copies of the GRID IP. In the event of a termination for convenience by GRID under Section 11(b)(i), GRID shall use commercially reasonable efforts to make User's Games and Game Content available to User independently of the Platform. No expiration or termination will affect User's obligation to pay all fees that may have become due before such expiration or termination or entitle User to any refund.

(d) Survival. This Section 11(d) and 1, 2, 3, 6, 7, 8, 9, 10, 11, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Miscellaneous.

(a) Entire Agreement. This Agreement, together with the Platform's [Terms of Use](#) and [Privacy Policy](#), constitute the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; (ii) second, the Terms of Use and Privacy Policy.

(b) Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, epidemics, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(c) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(d) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(e) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted in the federal courts of the United States or the courts of the State of Delaware, and each Party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(f) Assignment. User may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of GRID. Any purported assignment or delegation in violation of this section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its

obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(g) Export Regulation. User shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Platform or any User Data outside the US.

(h) US Government Rights. Each of the software components that constitute the Platform is a “commercial item” as that term is defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if User is an agency of the US Government or any contractor therefor, User only receives those rights with respect to the Platform as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

(i) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of User, any restriction or obligation related to GRID’s or a third party’s intellectual property, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.