

END USER LICENSE AGREEMENT

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THIS PRODUCT. BY CLICKING THE ACCEPTANCE BUTTON, INSTALLING THE SOFTWARE, AND/OR DOWNLOADING THE SOFTWARE YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT.

YOU AFFIRM THAT YOU ARE AN ADULT OF LEGAL AGE AS DEFINED BY THE LAWS OF THE JURISDICTION IN WHICH YOU RESIDE. IF YOU ARE NOT AN ADULT, YOU MAY NOT INSTALL OR PLAY THE GAME WITHOUT PARENTAL CONSENT.

ATTENTION PARENTS: Users must be the legal age of majority where they live to accept this Agreement. If you are the parent or guardian of a child who does not meet this age requirement, you need to accept this Agreement. If you accept this Agreement as the parent or guardian of a child, you confirm you are the child's parent or legal guardian, you agree to supervise and be fully responsible for your own and your child's use of the Software.

This Agreement sets forth the terms and conditions of your use of the accompanying immersionED, Inc. video games including [immersionED: the American Revolution Series and immersionED: the Medieval European Series] (the "**Software**"). For the purposes of this Agreement, "you" means you, the end user, and "Licensor" means immersionED, Inc. and its subsidiaries and affiliates. By using the Software, you also agree to the terms of our Privacy Policy.

1. License Grant. Licensor hereby grants to you a non-exclusive, non-assignable, non-transferable, limited license to use the Software and related documentation (the "**Documentation**") solely for the intended purposes of the Software as set forth in the Documentation, according to the provisions contained herein and subject to payment of applicable license fees. You are not permitted to lease, rent, distribute, sell, or sublicense the Software or any rights therein. You also may not install the Software on a network server, use the Software in a time-sharing arrangement, or in any other unauthorized manner. Further, no license is granted to you in the human readable code of the Software (source code). Except as provided below, this Agreement does not grant you any rights to patents, copyrights, trade secrets, trademarks, or any other rights in the Software and Documentation. This Agreement does not entitle you to receive any upgrades to or newer versions of this Software.

You agree that you have no right, power, or authority to make any modifications to or unauthorized copies of the Software. You may reproduce and provide one (1) copy of the Software and Documentation for each device, computer, or workstation on which the Software is installed. Otherwise, the Software and Documentation may be copied only as essential for backup or archive purposes. You must reproduce and include all copyright notices and any other proprietary rights notices appearing on the Software and Documentation on any copies that you make.

2. User Conduct Rules

immersionED may suspend or revoke your license if you behave or collaborate with others to behave in a manner while using the Software which is detrimental to the enjoyment of the Software by other users. Such conduct includes, but is not limited to:

- a. You may not harass, stalk, bully, or threaten other users while using the Software;
- b. You may not transmit or communicate any material or content which, in the sole discretion of immersionED, is deemed offensive, including, but not limited to, language that is harmful, threatening, unlawful, abusive, harassing, defamatory, disparaging, obscene, sexually explicit, or racially, ethically, or otherwise objectionable;

- c. You may not spam chat, whether for personal or commercial purposes, by disrupting the flow of conversation with repeated postings of a similar nature;
 - d. You may not create, develop, distribute, or use unauthorized hardware or software programs to cheat or gain advantage in any game mode in the Software or to influence gameplay or to mine or scrape system, data or personal information;
 - e. You may not modify the Software or use any unauthorized code and/or software that enables automated control of the Software or gameplay in the Software,
 - f. You may not modify, distort, block, abnormally burden, disrupt, slow down and/or hinder the normal functioning of all or part of the Software, or their accessibility to other users, or the functioning of the partner networks of the Software;
 - g. You may not access or attempt to access areas of the Software that are not made available to the public; and
 - h. You may not play on another user's account or otherwise engage in activity intended to "boost" an account's status or ranking.
- 3. No Assignment; No Transfer.** You agree not to transfer or assign the Software and/or this Agreement to another party without the prior written consent of Licensor. If such consent is given and you transfer or assign the Software and/or this Agreement, then you must at the same time either transfer any copies of the Software and Documentation to the same party, or destroy or return to Licensor any such materials not transferred. Except as set forth above, you may not transfer or assign the Software or rights under this Agreement.
- 4. No Modification; No Reverse Engineering.** You agree not to modify, translate, reverse engineer, decompile, disassemble, or create derivative works of the Software or assist someone in performing such prohibited acts.
- 5. Law; Import/Export Restrictions.** You are responsible for compliance with all applicable laws, regulations, rules, and legal requirements. You agree not to import or export the Software or any Documentation (or any copies thereof), or any products utilizing the Software or any Documentation in violation of any applicable laws or regulations of the United States or the country to which you have imported or exported. You agree to indemnify Licensor from liability if you violate any such laws or regulations.
- 6. Title.** You agree that Licensor owns and holds all right, title, and interest to the Software and any Documentation, and all subsequent copies thereof regardless of the form or media. Furthermore, all title, ownership rights, and intellectual property rights in the Software and any Documentation shall remain with Licensor, including all corrections, enhancements, or other modifications made thereto. The Software and any Documentation are protected by copyright and other intellectual property laws and by international treaties. All rights not expressly granted to You under this Agreement are reserved by Licensor.
- 7. Term and Termination.** This license will expire one (1) year from the date that you first use the Software, if the license is not earlier terminated. You may terminate this license at any time by (i) deleting all instances of the Software and Documentation, and destroying the Software and any

Documentation together with all copies and merged portions in any form, and (ii) certifying to Licensor, in writing, that all copies of the Software and Documentation have been deleted or destroyed. Your license for the Software will also terminate immediately if, in Licensor's sole discretion, you fail to comply with any term or condition of this Agreement. Upon such termination, you agree to immediately (i) stop all use of the Software and Documentation, (ii) delete and/or destroy the Software and Documentation, together with all copies thereof, and (iii) certify to Licensor, in writing, that all copies of the Software and Documentation have been deleted or destroyed. You agree that you will not be entitled to a refund of any applicable license fee upon early termination of this Agreement.

8. Governing Law. The laws of the State of Delaware shall govern the construction of this Agreement and you agree to be subject to personal jurisdiction in state and federal courts located in the State of New York for the purposes of enforcing the provisions of this Agreement.

9. Disclaimer of Warranty.

LICENSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE MINIMUM PERIOD POSSIBLE. MOREOVER, IN NO EVENT WILL WARRANTIES PROVIDED BY LAW, IF ANY, APPLY UNLESS THEY ARE REQUIRED TO APPLY BY STATUTE NOTWITHSTANDING THEIR EXCLUSION BY CONTRACT. NO DEALER, AGENT, OR EMPLOYEE OF LICENSOR IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS LIMITED WARRANTY. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH YOU.

10. Limitation of Remedies. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY SHALL LICENSOR OR ITS SUPPLIERS OR RESELLERS, BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, BUSINESS INTERRUPTIONS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER PERSONAL OR COMMERCIAL DAMAGES OR LOSSES ARISING FROM THE USE OR INABILITY TO USE THE PROGRAMS (WHETHER OR NOT DUE TO ANY DEFECTS THEREIN). IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY DAMAGES EVEN IF LICENSOR SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORSEEABLE, OR FOR ANY CLAIM BY ANY OTHER PARTY. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM LICENSOR'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. IN NO EVENT SHALL LICENSOR'S LIABILITY EXCEED THE PURCHASE PRICE PAID BY YOU FOR THE SOFTWARE.

11. Indemnification. You agree to defend, indemnify, and hold harmless Licensor, its suppliers and its resellers from and against all liabilities, costs, damages, and expenses (including settlement costs and reasonable attorneys' fees) arising from any claims from anybody that result from or relate to your use, reproduction, or distribution of the Software, or your breach of any representation, warranty, or obligation under this Agreement.

- 12. Severability.** In the event any provision of this Agreement is found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of any of the remaining provisions shall not in any way be affected or impaired.
- 13. Entire Agreement.** You further agree that this Agreement is the complete and exclusive statement of the agreement between you and Licensor, and supersedes all proposals or prior agreements, oral or written, and all other communications between you and Licensor relating to the subject matter of this agreement. This Agreement may only be modified by a written agreement signed by both you and an authorized representative of Licensor.
- 14. Acknowledgment.** By downloading, installing, or using any part of this Software, you indicate that you have read this Agreement, understand it, and agree to be bound by its terms and conditions.
- 15. Force Majeure.** Licensor shall not be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its control, including, but not limited to, labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, public health related orders or quarantines, casualty, government authority, strikes, or acts of God, in which event Licensor shall be excused from its obligations for the period of the delay and for a reasonable time thereafter.
- 16. Waiver.** The failure or delay by Licensor to require performance of any provision of this Agreement does not constitute a waiver. All waivers by Licensor must be provided in writing and signed by Licensor in each instance, and a waiver in one instance does not constitute a waiver in any subsequent instance.