

CHEMICAL BATTLES[®] End User Licesement Agreement

1. Terms of Agreement

Please read the following agreement carefully before accepting its terms and conditions. This end user license agreement (the "agreement") is between you as the end user ("you" or "your") and MAGIC FENNEC S.L ("MAGIC FENNEC", "us"). If you do not agree with all of the terms of this end user license agreement, you must not proceed any further and exit the software product immediately. By proceeding past this screen, or by installing, copying, or otherwise using the software product ("Game Software"), you agree to be bound by the terms of this agreement, and represent and warrant to MAGIC FENNEC that you have read this agreement, understand it, and that you are at least eighteen years of age (even if you are entering into this agreement on behalf of an authorized user who is at least thirteen years of age).

The terms of this agreement may be amended, supplemented, or modified at any time by MAGIC FENNEC in its sole discretion, including, without limitation, when MAGIC FENNEC updates or upgrades the software product, effective upon prior notice as follows. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you may terminate this Agreement. Your installation and use of any of MAGIC FENNEC updates, upgrades, or modifications to the Software Product or your continued use of the Software Product following notice of changes to this Agreement shall conclusively demonstrate your acceptance of such changes. MAGIC FENNEC may change, modify, suspend, or discontinue any aspect of the Software Product at any time. MAGIC FENNEC may also impose limits on certain features or restrict your access to parts or all of the Game Software without notice or liability. You have no interest, monetary or otherwise, in any feature or content contained in the Game Software.

2. Scope of Agreement.

This Agreement is a legal contract between you and MAGIC FENNEC for the game accompanying this Agreement, which includes the interactive entertainment software product entitled "CHEMICAL BATTEL" in object code format only, and the associated media, Documentation, and Updates, if any, provided by MAGIC FENNEC to you and for which you are granted a license pursuant to this Agreement. As used in this Agreement, "Documentation" shall mean the Terms of Service and Use Agreement (the "Terms of Use") and the MAGIC FENNEC Privacy Policy (the "Privacy Policy"), both of which are available from the legal page of the official MAGIC FENNEC website located at , as well as any User Manual(s) that MAGIC FENNEC makes generally available to licensees of CHEMICAL BATTEL. As used in this Agreement, "Updates" shall mean any and all patches, modifications, updates, and upgrades with respect to the Software Product that MAGIC FENNEC makes generally available to licensees of CHEMICAL BATTLES.

The Software Product may only be played by obtaining from MAGIC FENNEC access to the CHEMICAL BATTLES game service (the "Service"), which can be done by visiting <https://magic-fennec.itch.io/chemical-battles> (the "Site"). The Terms of Use are incorporated into this Agreement by reference.

The Terms of Use are subject to change by MAGIC FENNEC with or without notice. The Software Product and any and all copies and derivative works of the Software Product are the proprietary and copyrighted work of MAGIC FENNEC S.L. Any use, reproduction, modification, or distribution of the Software Product not expressly authorized by the terms of this Agreement is expressly prohibited. All rights in and to the Software Product not granted herein are hereby expressly reserved by MAGIC FENNEC. Any permitted user-generated content based on or included in the Game Software constitutes a derivative work of the Software Product and MAGIC FENNEC retains all right, title, and interest therein.

3. Limited Use License.

By accepting this Agreement (via the appropriate affirmation button on your platform), and subject to the terms and conditions of this Agreement, you may install the applicable software comprising the Game Software onto your computer or applicable hardware device, solely for purposes of playing the Software Product by entering a valid email account. Subject to your agreement to and full ongoing compliance with the terms and conditions of this Agreement, MAGIC FENNEC hereby grants to you a limited, non-exclusive, non-transferable license to (a) install one copy of the Game Software on one or more computers and/or applicable hardware devices owned by you or under your legitimate control, and (b) use the Game Software in conjunction with the Service solely for your lawful and non-commercial entertainment purposes. You may install the Game Software on multiple computers and/or applicable hardware devices owned by you or under your legitimate control, but you may only play the Software Product on one computer or one applicable hardware device at any single point in time. All use of the Game Software is subject to the terms and conditions of this Agreement and the Terms of Use, both of which you must accept before you can use your Account to play the Software Product. You agree that MAGIC FENNEC is not transferring title to the Software Product to you and that this license shall not be considered a "sale" of the Software Product.

4. License Restrictions and Limitations.

The limited, personal use license granted to you in Section 3 is subject to the following restrictions and limitations, as well as all other terms and conditions of this Agreement (collectively, the "License Limitations"). You agree that you will not, under any circumstances:

- a. sell, sublicense, assign, rent, lease, or otherwise transfer the Software Product, except as expressly permitted by this Agreement;

- b. Reverse engineer, decompile, disassemble, or otherwise derive source code from the Software Product or reduce the Software Product to a human-readable form, except to the extent that such actions are expressly permitted by applicable law;
- c. Copy, photocopy, or reproduce the Software Product, in whole or in part; provided, however, that you may make one (1) copy of the Game Software and the User Manual for archival purposes only;
- d. Modify, translate, or create derivative works based on or utilizing the Software Product, Service, or Software Product experience, or any portion thereof;
- e. Remove or tamper with any copyright, trademark, or other proprietary notices contained in or relating to the Software Product, Service, or Game experience, or any portion thereof;
- f. Use cheats, automation software (bots), hacks, mods, or any other unauthorized third-party software, tools, or content designed to or capable of modifying the Software Product, the Service, the Site, the CHEMICAL BATTLES experience, or any portion thereof;
- g. Exploit the Software Product, the Service, the CHEMICAL BATTLES experience, or any portion thereof for any commercial purpose, including, without limitation, (I) use at a cyber cafe, PC bang, computer gaming center, or any other location-based site without the express written consent of MAGIC FENNEC; (II) for gathering in-game currency, items, or resources for sale outside the Software Product or inside the Software Product but outside a virtual marketplace owned and maintained by MAGIC FENNEC; or (III) performing in-game services in exchange for payment outside the Software Product (e.g., power-leveling and similar activities);
- h. Use any unauthorized third-party software that intercepts, "mines," or otherwise collects information from, within, or through the Software Product or Service, including, without limitation, any software that reads

areas of RAM used by the Software Product to store information about a character, in-game items, or the Software Product environment; provided, however, that MAGIC FENNEC may, in its sole discretion, allow the use of specified third party user interfaces and/or permit certain "data-mining" activities on a case-by-case basis;

- i. Modify, or allow or cause to be modified, any files that are a part of the Game Software in any way not expressly authorized by MAGIC FENNEC in writing in each instance;
- j. Host, provide, or develop matchmaking services for the Software Product or Service or intercept, emulate, or redirect the communication protocols used by MAGIC FENNEC in any way, for any purpose, including, without limitation, unauthorized play over the Internet, network play, or as part of content aggregation networks;
- k. Facilitate, create, or maintain any unauthorized connection to the Software Product or Service, including, without limitation, (I) any connection to any unauthorized server that emulates, or attempts to emulate, the Service; or (II) any connection using programs or tools not expressly approved by MAGIC FENNEC in writing in each instance;
- l. Create any other software or content that incorporates the Game Software or Service, or any portion thereof; or
- m. Sell, grant a security interest in, or transfer reproductions of the Software Product to other parties in any way not expressly authorized herein, or rent, lease, or license the Game Software to others.

4. Terms of Use

You must accept the Terms of Use and create an Account in order to access the Service and play the Game Software. The Terms of Use governs all aspects of gameplay.

5. Photosensitivity.

Certain individuals (regardless of whether they have a diagnosed disease or a history) may react to certain images or visual patterns that appear in our gaming software. Those images or patterns may include, but are not limited to, flashing lights. Reactions can be reduced by watching or playing in a well-lit room, avoiding playing drowsy, viewing the sites or games from a distance or on a smaller screen, and limiting the duration of use.

6. Intellectual Property Rights.

- a. The Software Product is protected by copyright laws and international copyright treaties, conventions, and other applicable law. As between you and MAGIC FENNEC, MAGIC FENNEC shall exclusively retain all right, title, and interest in and to the Game Software, the Service, the Site, your Account, and any and all modifications and improvements thereto and copies and derivative works thereof, including, without limitation, any Software Product content, Updates, and Documentation provided to you. The Game Software may contain materials licensed by third parties, and the licensors of those materials may enforce their rights in the event of any violation of this Agreement. You will not obtain any ownership rights whatsoever in your Account, the Software Product, the Service, the Site, your Account or game content, Updates, or Documentation.

- b. CHEMICAL BATTLES[®] and certain related names and logos are the registered trademarks or trademarks, service marks, and/or trade names of MAGIC FENNEC. These and all other trademarks, service marks, and trade names used by or in connection with the Software Product (the "Marks") are proprietary rights owned by MAGIC FENNEC or its licensors.

- c. As between you and MAGIC FENNEC, you acknowledge MAGIC FENNEC exclusive rights in and to the Software Product and that the Software Product is unique and original to MAGIC FENNEC and that MAGIC FENNEC is the exclusive owner thereof. Unless otherwise permitted by law, you shall not, at any time during or after the effective term of this Agreement, dispute or contest, directly or indirectly, MAGIC FENNEC exclusive right, title, and interest in and to the Software Product or the validity thereof. You agree to promptly assign to MAGIC FENNEC any and all rights that you may obtain in or to the Software Product arising under applicable law and you hereby appoint MAGIC FENNEC as your attorney in fact for such purpose.

- d. You may permanently transfer all of your rights and obligations under this Agreement to another person only by (I) where applicable, physically transferring the original media (e.g., the CDROM or DVD you purchased), all original packaging, and all User Manual(s) and Documentation distributed with the Software Product, or (II) contacting MAGIC FENNEC and obtaining written approval for the transfer; provided, in both instances, however, that you permanently delete all copies and installations of the Software Product in your possession or control, and that the recipient agrees to and accepts the terms of this Agreement. However, your Account with MAGIC FENNEC is not transferable. The transferor (i.e., you), and not MAGIC FENNEC, agrees to be solely

responsible for any taxes, fees, charges, duties, withholdings, assessments, and the like, together with any interest, penalties, and additions imposed in connection with such transfer.

7. Pre-loaded Software.

The media on or method by which the Game Software is distributed may contain additional software and/or content for which you do not have a license (the "Locked Software"), and you agree that MAGIC FENNEC may install the Locked Software onto your computer or applicable hardware device during the Game Software installation process. You also agree that you will not access, use, distribute, copy, or display the Locked Software, unless and until you receive from MAGIC FENNEC (a) a license to use that Locked Software; and (b) if and where applicable, a valid alphanumeric key with which to unlock it. If you receive a license and/or a key from MAGIC FENNEC, you may only unlock those portions of a single copy of the Locked Software for which you received a license, and the License Limitation set forth in Section 4 shall apply. The terms of any End User License Agreement displayed after the Locked Software is unlocked will replace and supersede this Agreement, but only with regard to the Locked Software for which you receive a license. Notwithstanding anything to the contrary herein, you may make one (1) copy of the Locked Software for archival purposes only.

8. Right to Monitor.

When running, MAGIC FENNEC may monitor your use and play of the software product and collect data regarding your use and play of the software product in accordance with MAGIC FENNEC privacy policy. In addition, the software

product and any related MAGIC FENNEC services may monitor each of your hardware device's random access memory (ram) for unauthorized third party programs running concurrently with the software product. An "unauthorized third party program" as used herein shall be defined as any third party software prohibited by section 4. in the event that the software product and/or any related MAGIC FENNEC services detects an unauthorized third party program, the software product or applicable MAGIC FENNEC services may communicate information back to MAGIC FENNEC, including, without limitation, your account name, details about the unauthorized third party program detected, the time and date, and any other relevant information; and MAGIC FENNEC may exercise any or all of its rights under this agreement, with or without prior notice to you, including, without limitation, termination of this agreement and your right to continue to use the game software.

9. Termination

This Agreement is effective until terminated. You may terminate this Agreement at any time by (a) permanently destroying all copies of the Software Product in your possession or control; (b) removing the Game Software completely from each computer or applicable hardware device on which you have installed the Software Product; and (c) notifying MAGIC FENNEC of your intention to terminate this Agreement. MAGIC FENNEC may terminate this Agreement at any time for any reason or no reason, with or without notice. Upon termination for any reason, all licenses granted to you in this Agreement shall immediately terminate and you must immediately and permanently destroy all copies of the Software Product in your possession and control and remove the Game Software completely from each computer or applicable hardware device on which you have installed the Software Product.

10. Patches and Updates

MAGIC FENNEC, or its third party vendors, may deploy or provide patches, updates, and modifications to the Game Software that must be installed for you to continue to play the Game Software . MAGIC FENNEC, or its third party vendors, may update the Software Product remotely, including, without limitation, the Game Software residing on the user's machine, without the knowledge of the user, and you hereby grant to MAGIC FENNEC your consent to deploy and apply such patches, updates, and modifications.

11. Duration of the "online" component of the game

The Software Product is an "online" game that must be played over the Internet through the Service as provided by MAGIC FENNEC. You understand and agree that the Service is provided by MAGIC FENNEC at its discretion and may be terminated or otherwise discontinued by MAGIC FENNEC pursuant to the Terms of Use.

12. Limitation of liability; Indemnity

Neither MAGIC FENNEC nor its parent, subsidiaries, affiliates, partners, or vendors shall be liable in any way for any loss or damage of any kind arising out of the software product or any use of the software product or service, including, without limitation, loss of data, loss of goodwill, work stoppage, computer failure or malfunction, applicable hardware device failure or malfunction, or any and all other damages or losses. Further, neither MAGIC FENNEC nor its parent, subsidiaries, affiliates, partners, or vendors shall be liable in any way for any loss or damage to player characters, virtual goods (e.g., equipment, weapons, skins, audio packs, aesthetic flair, etc.), or currency, accounts, statistics, or user standings, ranks, or profile information stored by

the software product or the service. MAGIC FENNEC shall not be responsible for any interruptions of service, including, without limitation, isp disruptions, software or hardware failures, or any other event which may result in a loss of data or disruption of service. In no event will MAGIC FENNEC be liable to you for any indirect, incidental, special, exemplary, consequential, or punitive damages. In no event shall MAGIC FENNEC liability, or the liability of its parent, subsidiaries, affiliates, partners, or vendors, whether arising in contract, tort, strict liability, or otherwise, exceed in the aggregate the total fees paid by you to MAGIC FENNEC during the six (6) month period immediately prior to the time such claim arose. You hereby agree to defend, indemnify, and hold MAGIC FENNEC and its parent, subsidiaries, affiliates, and vendors harmless from and against any claim, liability, loss, injury, damage, cost, or expense (including reasonable attorneys' fees) incurred by MAGIC FENNEC arising out of or related to your use of the Software Product or Service.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.

13. Equitable Remedies

You hereby agree that MAGIC FENNEC would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore you agree that MAGIC FENNEC shall be entitled, without bond or other security or proof of damages, to appropriate equitable remedies in any competent jurisdiction with respect to any breach of this Agreement, which equitable remedies shall be in addition to such other remedies as MAGIC FENNEC may otherwise have available under applicable law. In the event any litigation is brought by either party in connection with this Agreement, the prevailing party in such litigation shall be entitled to recover from the other party all the

costs, attorneys' fees, and other expenses incurred by such prevailing party in the litigation.

14. Governing Law; Dispute Resolution

- a. To expedite resolution and control the cost of any dispute, controversy, or claim related to this Agreement ("Dispute"), you and MAGIC FENNEC agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) calendar days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one party to the other. MAGIC FENNEC will send its notice to your billing address and email you a copy to the email address you have provided to MAGIC FENNEC. You will send your notice to MAGIC FENNEC S.L, MagicFennec, Avda Maria Zambrano 31 - Auditorio Torre Este - WTCZ 50018 - Zaragoza: Legal Department, or to such other address or person as MAGIC FENNEC may hereafter direct.

- b. Unless there is a stipulation to the contrary, this Agreement will be governed and interpreted under the laws of the Kingdom of Spain.