ADrift END USER LICENSE AGREEMENT (EULA)

1. IMPORTANT, PLEASE READ CAREFULLY:

YOU SHOULD READ THE FOLLOWING TERMS AND CONDITIONS BEFORE ACCESSING OR USING THE SOFTWARE PRODUCT. THIS END-USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY), THE END USER, AND 505 GAMES SRL AND ITS AFFILIATES ("505") FOR ADrift, WHICH INCLUDES COMPUTER SOFTWARE AND MAY INCLUDE ASSOCIATED MEDIA, PRINTED MEDIA, AND "ON-LINE" OR ELECTRONIC DOCUMENTATION (COLLECTIVELY, "SOFTWARE PRODUCT"). BY ACCESSING, INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MAY NOT ACCESS, INSTALL, COPY, DOWNLOAD OR USE THE SOFTWARE PRODUCT. IF YOU DO NOT AGREE, CLICK "DISAGREE/DECLINE." YOU AGREE THAT YOUR USE OF THE SOFTWARE ACKNOWLEDGES THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

2. OWNERSHIP

It is hereby understood and agreed that 505 Games Srl, a company organized under the laws of Italy, with offices at Via Tortona, 37 Milan, Italy (Licensor) is the owner of all right title and interest to the Software Product, regardless of the media or form of the original download, whether by the World Wide Web, disk or otherwise. You, as licensee (Licensee) through your downloading, installing, copying or use of this product do not acquire any ownership rights to the Software Product.

3. GENERAL

The Software Product is licensed, not sold, to you by 505 for use only under the terms of this EULA. The Software Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The rights granted herein are limited to 505's and its licensors' intellectual property rights in the Software Product and do not include any other patents or intellectual property rights. The terms of this EULA will govern any software upgrades provided by 505 that replace and/or supplement the original Software Product, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

4. SOFTWARE PRODUCT

The Software Product, as used in this EULA, means, collectively and/or as applicable:

1. The Software Product package (if any);
2. Any and all contents, components, attachments, software, media, and code with which this Agreement is provided and delivered via the Web Site;

3. Any and all images, photographs, art, art work, clip art, fonts or other artistic works (the "Art Work");

4. Related explanatory written materials and instructions, and any other possible documentation related thereto ("Documentation"); and

5. Upgrades, modified versions, updates, additions and copies of the Software Product (the "Upgrades"), if any, licensed to by 505 under this EULA.

5. GRANT OF LICENSE AND RESTRICTIONS

A. 505 grants you a non-exclusive, non-transferable End-User license right to access the Software Product via an on-demand online service and/or install the Software Product on the local hard disk(s) or other permanent storage media of one computer and use the Software Product on a single computer or terminal at a time. To the extent applicable, Licensee may physically transfer the Program between computers provided that it is used on only one computer at any given time.

B. Unless provided otherwise in the Documentation or by prior express written consent of 505, you shall not display, modify, reproduce and distribute any Art Work, or portion(s) thereof, included with or relating to the Software Product, if any. Any such authorized display, modification, reproduction and distribution shall be in full accord with this EULA. Under no circumstances will your use, display, modification, reproduction and distribution of the Art Work give you any Intellectual Property or Proprietary Rights of the Art Work. All rights, title, and interest belong solely to 505.

C. You shall not, without 505's express written consent:

1. Copy or reproduce the Software Product;

2. Electronically transfer the Software Product through a LAN (local area network) or other network system or "bulletin board" systems; or

3. Modify, adapt, or create derivative works based on the Software Product or any accompanying materials.

6. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

A. From time to time, at 505's sole discretion, 505 may provide you with support services related to the Software Product ("Support Services"). 505 reserves the right to
alter, suspend, and terminate the Support Services at any time and for any reason. Use of Support Services is governed by this EULA and 505's Policies and Guidelines, available for download and viewing on the 505 Corporate Web Site.

B. Any supplemental software, code, content, or media provided to you in the course of Support Services shall be considered part of the Software Product and subject to the terms and conditions of this EULA.

C. 505 retains all right, title, and interest in and to the Software Product, and any rights not granted to you herein are reserved by 505. You hereby expressly agree not to extract information, reverse engineer, disassemble, decompile, or translate the Software Product, or otherwise attempt to derive the source code of the Software, except to the extent allowed under any applicable law. In the event that such activities are permitted by applicable law, any information you, or your authorized agent, discover shall be promptly disclosed to 505 and shall be deemed the confidential information of 505.

D. You shall not modify, sublicense, assign, or transfer the Software Product or any rights under this EULA, except as expressly provided in this EULA. Any attempt to other sublicense, assign, or transfer any of the rights, duties, or obligations will be void.

E. You may permanently transfer all of your rights under this EULA, provided you retain no copies, you transfer all of the Software Product (including all component parts, the media and printed materials, any upgrades, this EULA, and all modifications and portions of the program contained or merged into other provisions). The other party must agree to accept the terms and conditions of the EULA.

F. ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY 505.

7. USER-GENERATED CONTENT

A. The Software Product may allow you to create user-generated content, including but not limited to postings, screenshots, user generated artwork, or other content that can be viewed by others (“User-Generated Content”). You agree that neither 505, nor any first party platform provider, on which you access and/or use the Software Product, is liable for User-Generated Content that is provided by others. 505 has no duty to pre-screen User-Generated Content, but 505 has the right to refuse to post, edit, or deliver submitted User-Generated Content. 505 reserves the right to remove User-Generated Content for any reason, but 505 is not responsible for any failure or delay in removing such material. 505 reserves the right to block any user’s access to any content, website or webpage that 505 provides in our sole discretion.

B. You represent that you have the right to post any User-Generated Content which you post to and/or in relation to the Software Product, and that such content, or its use by us as contemplated by this Agreement, does not violate this Agreement, applicable law, or the intellectual property rights of others. In exchange for use of the Software Product, you hereby grant 505 and/or the platform manufacturer upon which you access and/or use the Software Platform, a non-exclusive, royalty-free, perpetual, irrevocable, fully transferable and sub-licensable worldwide right and license to use your contributions including but not limited to the
rights to reproduce, distribute, adapt, modify, create derivative works from, perform, display, publish, broadcast, transmit, or otherwise communicate to the public in all media now known or hereafter devised, for any purpose, without any further notice or compensation to you. You hereby waive and relinquish any claim based upon "moral rights" (as that term is commonly understood) or any rights of attribution or integrity in connection with content submitted to us hereunder. This license grant, and the above waiver of any applicable moral rights, survives any termination of this License.

8. TERM

A. This License is effective until terminated. Licensee may terminate it at any time by destroying the Software Product with all copies, full or partial, and removing all of its component parties.

B. Your rights under this EULA will terminate automatically without notice from 505 if you fail to comply with any term(s) or condition(s) of this EULA. In such event, no notice shall be required by 505 to effect such termination.

C. Upon termination of this EULA, you shall cease all use of the Software Product and destroy all copies, full or partial, together with all backup copies, modifications, printed or written materials, and merged portions in any form and remove all component parts of the Software Product.

9. INTELLECTUAL PROPERTY RIGHTS

A. 505 shall retain all right, title, and interest in the Software Product and to any modifications or improvements made thereto, and any upgrades, updates or Documentation provided to End-User. End-User will not obtain any rights in the Software Product, its updates, upgrades, and Documentation, as a result of its responsibilities hereunder.

B. End-User acknowledges 505's exclusive rights in the Software Product and that the Software Product is unique and original to 505 and that 505 is owner thereof. Unless otherwise permitted by law, End-User shall not, at any time during or after the effective Term of the Agreement, dispute or contest, directly or indirectly, 505's exclusive right and title to the Software Product or the validity thereof.

C. End-User shall not attempt to develop any Software Product that contains the "look and feel" of any of the Software Product.

10. U.S. GOVERNMENT END USERS

The Software Product and related documentation are "Commercial Items," 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 or 48 C.F.R. ' 227.7202-1 through 227.7202-4, as applicable. The Commercial
11. EXPORT LAW ASSURANCES

You may not use or otherwise export or re-export the Software Product except as authorized by United States law and the laws of the jurisdiction in which the Software Product was obtained. In particular, but without limitation, the Software Product may not be exported or re-exported (a) into (or to a nation or resident of) any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By installing or using any component of the Software Product, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

12. COMPLIANCE WITH HEALTH WARNINGS

Accessing and playing the Software Product requires the use of certain media platforms (e.g. computers) and/or accessories (e.g., virtual reality (VR) headsets) (collectively, “Third Party Mediums”) which may pose certain health hazards through excessive use and/or in susceptible end users. All End Users, particularly children under the age of 13, as well as those that are pregnant, elderly, suffer from binocular vision abnormalities or cardio-vascular conditions, and/or any other serious medical condition(s) agree to read and fully comply with any health warnings provided by the manufacturers, distributors and/or retailers of such Third Party Mediums, including but not limited to, any such manufacturers, distributors and/or sellers of virtual reality headsets used by End Users to access and use the Software Products.

13. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE PRODUCT IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE PRODUCT IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND 505 AND 505'S AFFILIATES (COLLECTIVELY REFERRED TO AS "505" FOR THE PURPOSES OF SECTIONS 10 AND 11) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE PRODUCT, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. 505 DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE PRODUCT, THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE PRODUCT WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE PRODUCT WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY
505 OR A 505 AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE SOFTWARE PRODUCT PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

14. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL 505, ITS AFFILIATES OR LICENSEES, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF 505 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, 505'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS EULA SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE PRODUCT; PROVIDED HOWEVER, IF YOU HAVE ENTERED INTO A SUPPORT SERVICES AGREEMENT, 505'S ENTIRE LIABILITY REGARDING SUPPORT SERVICES SHALL BE GOVERNED BY THE TERMS OF THAT AGREEMENT. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

15. CONTROLLING LAW AND SEVERABILITY

This EULA will be governed by and construed in accordance with the UNIDROIT “Principles of International Commercial Contracts”. In the event of any dispute arising out or in connection with this Agreement, the Parties agree to submit the matter to settlement proceedings under the ICC ADR rules. If the disputes has not been settled within forty five (45) days following the filing of a Request for ADR or with such other period as the Parties may agree in writing, such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules of Arbitration. The seat of the arbitration court shall be in Paris, and the language of the ADR and arbitration shall be English. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this EULA shall continue in full force and effect.