

Aximmetry DE (dual engine) – Unreal® Engine Sublicense Agreement

Please read this Agreement carefully. It is a legal agreement between you and Aximmetry (“Sublicensor”) that explains your rights and obligations related to your use of the Unreal® Engine.

You are receiving a copy of the Unreal® Engine from Sublicensor as an integrated part of Aximmetry DE. The Unreal® Engine is property of Epic Games, Inc. Sublicensor has obtained certain rights to sublicense the Unreal® Engine to you as an integrated part of Aximmetry DE, under the terms of this Agreement. By downloading, installing or using this software, you are agreeing to be bound by the terms of this Agreement. If you do not or cannot agree to the terms of this Agreement, please do not download, install or use this software.

Certain words or phrases are defined to have certain meanings when used in this Agreement. Those words and phrases are defined below in Section 11.

1. License Grant

Sublicensor grants you a non-exclusive, non-transferable, non-sublicensable license to use, display, and perform the Licensed Technology for any lawful purpose, provided that you maintain a valid license to use Aximmetry DE (“License”). However, the rights that Sublicensor grants you under the License are subject to terms of this Agreement, and you may only make use of the License if you comply with all applicable terms. Further, you acknowledge that Sublicensor has limited rights to grant you a license to the Licensed Technology and that any purported grant of license in violation of those rights is null and void.

The License becomes effective on the date you accept this Agreement, or install or use any portion of the Licensed Technology. The License does not grant you any title or ownership in the Licensed Technology.

Allowed forms of Distribution

You may not use the Licensed Technology to Distribute a Product other than a Product which solely relies on the Licensed Technology for production of non-interactive broadcast or streamed video content and which is Distributed in a form that does not contain the Licensed Technology or Aximmetry DE or, in order to deliver, rely on servers running the same.

Other Restrictions

You may not sublicense the Licensed Technology. You may not engage in any activity with respect to the Licensed Technology, including as incorporated into a Product, (1) in violation of any applicable law or regulation; or (2) in support of a claim by you or any third party that the Licensed Technology or the Unreal® Engine infringes a patent.

2. Third Party Software

The Engine Code includes Third Party Software components. If Third Party Software has separate software license or attribution requirements, the license terms or other attribution requirements for Third Party Software components can be found in the installation directory for each engine version (under the /Engine/Source/ThirdParty/Licenses sub-folder). By entering into this Agreement and using Third Party Software, you are accepting the terms of those licenses. In this case, the Third Party Software terms will govern your use of the Third Party Software, and if there is inconsistency, those terms will take precedence over the terms of the License for the Third Party Software. You agree that the owners of the Third Party Software are intended third party beneficiaries to this Agreement in relation to your uses of Third Party Software.

3. Ownership

Epic or its licensors own all title, ownership rights, and intellectual property rights in the Engine Code. You own all rights in the Products you develop under the License, other than the Licensed Technology or any part thereof. All rights granted to you under this Agreement are granted by express license only and not by sale, and all of those rights are limited by the terms of this Agreement. No license or other rights will be created hereunder by implication, estoppel, or otherwise.

4. Disclaimers and Limitation of Liability

As used in this paragraph, “Materials” refers to the Engine Code, and all other materials and information provided or made available by Epic, regardless of whether provided directly or indirectly, including as the same may be modified in any way by Sublicensor. To the maximum extent permitted by applicable law, neither Epic, its licensors, nor its or their affiliates, nor any of Epic’s service providers, shall be liable in any way for loss or damage of any kind resulting from the use or inability to use the Materials or otherwise in connection with this Agreement, including but not limited to loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses. In no event will Epic, its licensors, nor its or their affiliates, nor any of Epic’s service providers be liable for any loss of profits or any indirect, incidental, consequential, special, punitive, or exemplary damages, or any other damages arising out of or in connection with this Agreement or the Materials, or the delay or inability to use or lack of functionality of the Materials, even in the event of Epic’s or its affiliates fault tort (including negligence), strict liability, indemnity, product liability, breach of contract, breach of warranty, or otherwise and even if Epic or its affiliates have been advised of the possibility of such damages. These limitations and exclusions regarding damages apply even if any remedy fails to provide adequate compensation.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in those states or jurisdictions, the foregoing limitations of liability shall apply only to the full extent permitted by law.

5. Termination

- (a) **Termination for Breach.** Sublicensor may terminate this Agreement by providing notice if you materially breach any provision of this Agreement and the breach is not curable or, if it is curable, you fail to cure the breach within the earlier of (i) fourteen (14) days of notice of the breach or (ii) if the agreement governing your use of Aximmetry DE provides for a shorter cure period for breaches (including no cure period), such shorter cure period.
- (b) **Termination for Patent Action.** The Agreement (and, for the avoidance of doubt, the License) will terminate automatically as of the date you commence any claim that the Licensed Technology or the Unreal® Engine infringes a patent, or otherwise support any claim by a third party that the Licensed Technology or the Unreal® Engine infringes a patent.
- (c) **Surviving Provisions** Sections 2, 3, 4-6, and 8-13 will survive expiration or termination of this Agreement.

6. Governing Law and Jurisdiction

You agree that this Agreement will be deemed to have been made and executed in the State of New York, U.S.A., and any dispute will be resolved in accordance with the laws of New York, excluding that body of law related to choice of laws, and of the United States of America. Any action or proceeding brought to enforce the terms of this Agreement or to adjudicate any dispute must be brought in the federal courts located in the Borough of Manhattan, State of New York. You agree to the exclusive jurisdiction and venue of these courts. You waive any claim of inconvenient forum and any right to a jury trial. The Convention on Contracts for the International Sale of Goods will not apply. Any law or regulation which provides that the language of a contract shall be construed against the drafter will not apply to this Agreement.

7. Amendments of this Agreement

Sublicensor may issue an amended Agreement on the same terms and pursuant to the same notification mechanism as provided for amendments under and to the agreement that governs your use of Aximmetry DE at any time in its sole discretion. You are not required to accept the amended Agreement. However, in order to use new Versions, you must accept the amended Agreement. By downloading or using a new Version you hereby agree to be bound by the amended Agreement. If you do not accept the amended Agreement, you may not download or use any new Version that is made available by Sublicensor contemporaneously with or after the issuance of that amended Agreement (but this will not terminate your License for the Licensed Technology that you downloaded or otherwise obtained from Sublicensor prior to the issuance of the amended Agreement). If you are a legal entity, acceptance of an amended Agreement by any of your employees or agents through whom you are exercising rights under this Agreement will be binding on you. Any Versions of the Licensed Technology that Sublicensor has made available to you, and for which

you have accepted any applicable amendment to this Agreement as described in this Section 7, are considered part of the Licensed Technology and maybe used under the License (as amended by that amendment).

8. Notices

Notices may be provided under this Agreement on the same terms and pursuant to the same notification mechanism as provided under the agreement that governs your use of Aximmetry DE.

9. No Assignment

You may assign this Agreement and all of your rights and obligations hereunder to a third-party only (a) in whole and not in part; (b) concurrently with an assignment of the agreement governing your use of Aximmetry DE and all of the rights and obligations thereunder to such third-party; (c) and pursuant to a written instrument under which such third-party unconditionally agrees to be bound by the terms hereof. Any purported assignment in violation of this Section 11 shall be null and void.

10. Third Party Beneficiary

Epic is expressly made an intended third party beneficiary of the “Other Restrictions” paragraph of Section 1 and Sections 3, 4, 5, 6 and 9 and may enforce the provision thereof.

11. Definitions

As used in this Agreement, the following capitalized words have the following meanings:

“Distribute” means to provide or otherwise make a copy available, or its functionality available on a network.

“Engine Code” means the object code of Unreal® Engine, including any future Versions, (and any object code compiled from the Source Code of the foregoing) as made available to you by Sublicensor under this Agreement.

“Epic” means the affiliate of Epic Games, Inc. that grants to Sublicensor the right to grant you the License hereunder, which as of [date] is Epic Games International S.à r.l., a Luxembourg Société à Responsabilité Limitée, located at Atrium Business Park, 33 rue du Puits Romain, L8070 Bertrange, Grand-Duchy of Luxembourg, acting through its Swiss branch, having its principal business offices at Platz 3, 6039 Root, Switzerland.

“Epic Trademarks” means the trademarks, service marks, trade names and logos associated with Epic, Epic’s games and other intellectual property, and the Unreal® Engine.

“Licensed Technology” means the Unreal® Engine, as may be modified by Sublicensor, and only as incorporated by Sublicensor into Aximmetry DE.

“Other License” means any agreement between you and Epic, or any sublicensor authorized by Epic, other than this Agreement or any amendment to this Agreement, under which you are granted a license to use the Unreal® Engine to develop one or more product(s).

“Other Product” means a product developed pursuant to any Other License.

“Product” means any product developed under this Agreement that is made using the Licensed Technology or that combines the Licensed Technology with any other software or content, regardless of how much or little of the Licensed Technology is used.

“Source Code” means the human readable form of a software program, including all modules it contains, plus any associated interface definition files, scripts used to control compilation, and installation of an executable (object code).

“Sublicensor” means Aximmetry Technologies Limited Liability Company in Budapest

“Third Party Software” means third party software components included in the Engine Code. For avoidance of doubt, software in the following directory - /Engine/Extras/ThirdPartyNotUE/ - is not Third Party Software under this Agreement and is not distributed under this Agreement.

“Unreal® Engine” means the proprietary computer software program known as the Unreal® Engine and any updates or upgrades to the program made available by Epic.

“Version” means any updated or upgraded version of the Licensed Technology that Sublicensor makes available.

“You,” “your” or “yourself”, whether or not capitalized in this Agreement, means you as an individual or the legal entity exercising rights under this Agreement through you. For legal entities, “you,” “your” and “yourself” include any entity that controls, is controlled by, or is under common control with you, where “control” means the power, direct or indirect, to cause the direction or management of the entity in question, whether by contract or otherwise, or ownership of 50% or more

of the outstanding shares or beneficial ownership of the entity in question.

12. Other Licenses

You may enter into Other Licenses, including without limitation the Unreal® Engine End User License Agreement available at <https://www.unrealengine.com/eula>. Other Licenses are not modified or otherwise affected by this Agreement. For Other Products, the terms of your applicable Other License will govern all matters (including royalties, notifications, feedback, contributions, trademarks, service marks, trade names, logos, screen shots, and video content related to those Other Products) related to your use of the code, artwork, and content that are licensed to you under that Other License, instead of the terms of this Agreement.

As used in this Agreement, the defined term “Product” does not include Other Products, and except as described above, the terms of this Agreement applicable to Products do not apply to Other Products.

13. Miscellaneous

This Agreement and any document or information referred to in this Agreement constitute the entire agreement between you and Sublicensor relating to the subject matter covered by this Agreement. All other communications, proposals, and representations with respect to the subject matter covered by this Agreement are excluded.

The original of this Agreement is in English; any translations are provided for reference purposes only. You waive any right you may have under the law of your country to have this Agreement written or construed in the language of any other country.

This Agreement describes certain legal rights. You may have other rights under the laws of your jurisdiction. This Agreement does not change your rights under the laws of your jurisdiction if the laws of your jurisdiction do not permit it to do so. Limitations and exclusions of warranties and remedies in this Agreement may not apply to you because your jurisdiction may not allow them in your particular circumstance. In the event that certain provisions of this Agreement are not enforceable in your jurisdiction, those provisions shall be enforceable to the furthest extent possible under applicable law.

Any act by Sublicensor to exercise, or failure or delay in exercise of, any of its rights under this Agreement, at law or in equity will not be deemed a waiver of those or any other rights or remedies available in contract, at law or in equity.

Unless otherwise stated in this Agreement, if any term of this Agreement is held by a court or tribunal of competent jurisdiction to be unenforceable, the term will be enforced to the maximum extent permissible and the remaining terms of this Agreement will remain in full force and effect. You agree that this Agreement does not confer any rights or remedies on any person other than the parties to this Agreement, except as expressly stated.