Terms of service and end user license agreement ("EULA")

Applicable from: 02 August 2016.

The following terms of service and end user license agreement ("EULA") constitute an agreement between you and *Dimension Technics Informatikai és Szolgáltató Korlátolt felelősségű társaság*, hereinafter "Dimension Technics". This EULA governs your use of Software and Services (as specified below).

For purposes of this EULA "Software" means all software programs made available by Dimension Technics including, but not limited to mobile games, downloadable/installable games for personal computer. Software also includes updates and upgrades as well as accompanying manual(s), and any and all copies of such software and its materials.

"Services" means all services made available by Dimension Technics, including but not limited to services accessed through mobile games, by means of a browser or by other online communication method.

Software and Services are collectively referred to as "Dimension Technics Services".

THE SOFTWARE IS LICENSED, NOT SOLD. YOUR USE OF THE SOFTWARE (AS SPECIFIED BELOW) IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS EULA.BY INSTALLING, USING OR ACCESSING THE DIMENSION TECHNICS SERVICES OR ANY MATERIALS INCLUDED IN OR WITH THE DIMENSION TECHNICS SERVICES, YOU HEREBY ACCEPT THE TERMS OF THIS EULA. If you do not accept the terms of this EULA, do not install, use or access the Dimension Technics Services.

1. Licenses

<u>SOFTWARE LICENSE</u>. Subject to this EULA and its terms and conditions, Dimension Technics hereby grants you a non-exclusive, non-transferable, non-sub licensable, limited right and license to

use one copy of the Software for your personal non-commercial use for gameplay on a single computer or gaming unit (mobile phone, tablet, etc.), unless otherwise specified in the Software documentation. The rights granted herein are subject to your compliance with this EULA. The Software is being licensed to you and you hereby acknowledge that no title or ownership in the Software is being transferred or assigned and this EULA is not to be construed as a sale of any rights in the Software.

<u>SERVICE LICENSE</u>. Subject to this EULA and its terms and conditions, Dimension Technics hereby grants you a non-exclusive, non-transferable, non-sub licensable, limited right and license to use the Services as provided by Dimension Technics, for your personal non-commercial use, in the manner permitted by this EULA. The rights granted herein are subject to your compliance with this EULA.

<u>LICENSE TERM</u>. The term of your licenses under this EULA shall commence on the date that you accept this EULA and install or otherwise use the Software and/or Services and ends on the earlier date of either your disposal of the Software and/or Services or Dimension Technics' termination of this EULA. Your license terminates immediately if you attempt to circumvent any technical protection measures used in connection with the Software and/or Services or you otherwise use the Software and/or Services in breach of the terms of this EULA.

OWNERSHIP; NO OTHER LICENSES. Dimension Technics retains all right, title and interest in and to the Dimension Technics Services, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, audiovisual effects, themes, settings, artwork, sound effects, musical works, and moral rights whether registered or not and all applications thereof. The Dimension Technics Services are protected by applicable laws and treaties throughout the world. Unless expressly authorized by mandatory legislation, the Dimension Technics Services may not be copied, reproduced or distributed in any manner or medium, in whole or in part, without prior written consent from Dimension Technics. All rights not expressly granted to you herein are reserved by Dimension Technics.

2. General license conditions

You agree not to: (a) commercially exploit the Dimension Technics Services; (b) distribute, lease, license, sell, rent, lend, convey or otherwise transfer or assign the Dimension Technics Services, any copies thereof, or any passwords or usernames of Dimension Technics Services, without the express prior written consent of Dimension Technics or as set forth in this EULA; (c) make a copy of the Dimension Technics Services or any part thereof, including but not limited to Software; (d) make the

Dimension Technics Services publicly available or available on a network for use or download by multiple users; (e) except as otherwise specifically provided by the Dimension Technics Services or this EULA, use or install the Dimension Technics Services on a network, for on-line use, or on more than one computer or gaming unit at the same time; (f) use or copy the Dimension Technics Services at a computer gaming center or any other location-based site; provided, that Dimension Technics may offer you a separate site license agreement to make the Dimension Technics Services available for commercial use; (g) reverse engineer, decompile, disassemble, translate, prepare derivative works based on or otherwise modify the Dimension Technics Services, in whole or in part; (h) remove, obscure or modify any copyright, trademark or other proprietary rights notices, marks or labels contained on or within the Dimension Technics Services, falsify or delete any author attributions, legal notices or other labels of the origin or source of the material; (i) misrepresent the source of ownership of the Dimension Technics Services; (j); or (k) scrape, build databases or otherwise create permanent copies of content returned from the Dimension Technics Services.

However, with regards to installable Software that was delivered on a physical storage medium, you may transfer the entire Software and accompanying documentation on a permanent basis to another person as long as you retain no copies (including archival or backup copies) of the Software, accompanying documentation, or any portion or component of the Software accompanying documentation, and the recipient agrees to the terms of this EULA The Software is intended for private use only.

The Dimension Technics Services may include measures to control access to the Dimension Technics Service, prevent unauthorized copies, or otherwise attempt to prevent anyone from exceeding the limited rights and licenses granted under this EULA. Only Dimension Technics Services subject to a valid license can be used to access online services, and download updates and patches.

The Dimension Technics Services may allow you to create content, including but not limited to gameplay maps, screenshots or a video of your game play. In exchange for use of the Dimension Technics Services, and to the extent that your contributions through use of the Dimension Technics Services give rise to any copyright, design right or any other intellectual or industrial property right you hereby grant Dimension Technics an exclusive, royalty-free, perpetual, irrevocable, fully transferable and sub-licensable worldwide right and license to use your contributions in any way and for any purpose including, but not limited to the rights to reproduce, copy, adapt, modify, perform, display, publish, broadcast, transmit, or otherwise communicate to the public by any means whether now known or unknown and distribute your contributions without any further notice or compensation to you of any kind for the whole duration of protection granted to intellectual and industrial property rights by applicable laws and international conventions. If not expressly prohibited by mandatory

legislation, you hereby waive any moral rights of paternity, publication, reputation, or attribution with respect to Dimension Technics' and other players' use and enjoyment of such assets in connection with the Dimension Technics Services and related goods and services under applicable law. This license grant to Dimension Technics, and the above waiver of any applicable moral rights, survives any termination of this EULA.

The Dimension Technics Services may require an internet connection to access the Dimension Technics Services or its internet-based features, authenticate the Software, or perform other functions. In order for certain features of the Dimension Technics Services to operate properly, you may be required to have and maintain (a) an adequate internet connection and/or (b) a valid and active account with an online service as set forth in the documentation related to Dimension Technics Services. By using the Dimension Technics Services, you acknowledge and agree that third party data transfer fees may apply depending on your data plan. Please consult your carrier for further information. If you do not maintain such accounts, then the Dimension Technics Services or certain features of the Dimension Technics Services may not operate or may cease to function properly, either in whole or in part.

3. Information collection and use; Privacy policy

By installing, accessing or using the Dimension Technics Services, you consent to these information collection and usage terms, including (where applicable) the transfer of data into a country outside of the European Union and/or the European Economic Area or the United States of America.

5. Limitation of liability

IN NO EVENT WILL DIMENSION TECHNICS BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, ACCESS, USE OR MALFUNCTION OF THE DIMENSION TECHNICS SERVICES, INCLUDING BUT NOT LIMITED TO, DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, PROPERTY DAMAGE, LOST PROFITS OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS EULA OR THE SOFTWARE, WHETHER ARISING IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE AND WHETHER OR NOT DIMENSION TECHNICS, DIMENSION TECHNICS'S

LICENSORS OR CHANNEL PARTNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME COUNTRIES DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, THIS LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. THIS LIMITATION OF LIABILITY SHALL NOT BE APPLICABLE SOLELY TO THE EXTENT THAT ANY SPECIFIC PROVISION OF THIS LIMITATION OF LIABILITY IS PROHIBITED BY ANY FEDERAL, STATE, OR MUNICIPAL LAW, WHICH CANNOT BE PRE-EMPTED.

6. Other

<u>TERMS AND CONDITIONS TERMINATION</u>: This EULA will terminate automatically if you fail to comply with its terms and conditions. In such event, you must destroy all copies of the Software and all of its component parts and cease and desist from accessing any Dimension Technics Services. With regards to Software delivered on a physical storage medium you can end this EULA by destroying the Software and all copies and reproductions of the Software and deleting and permanently purging the Software from any client server or computer on which it has been installed.

<u>EQUITABLE REMEDIES</u>: You hereby agree that if the terms of this EULA are not specifically observed, Dimension Technics will be irreparably damaged, and therefore you agree that Dimension Technics shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to your breach of any of the terms of this EULA, in addition to any other available remedies.

<u>INDEMNITY</u>: You agree to indemnify, defend and hold Dimension Technics, officers, directors and employees harmless from and against any and all damages, losses and expenses arising directly or indirectly from: (a) your acts and omissions to act in using the Dimension Technics Services pursuant to the terms of the EULA; or (b) your breach of this EULA.

<u>MISCELLANEOUS</u>: This EULA represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. It may be amended only by a written document executed by both parties.

<u>GOVERNING LAW AND DISPUTE RESOLUTION</u>. This EULA will be governed by the laws of Hungary without reference to its choice of law rules. Any dispute, controversy or claim arising out of

or relating to this EULA or the breach, termination or validity thereof shall be finally settled at Dimension Technics' discretion (a) at your domicile's competent courts; or (b) by arbitration in accordance with the Rules for Hungarian Chamber of Commerce and Industry. The arbitration shall be conducted in Pécs, Hungary, in the English/Hungarian language. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST DIMENSION TECHNICS ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING

IF YOU HAVE ANY QUESTIONS CONCERNING THIS AGREEMENT, YOU MAY CONTACT: kft@dimensiontechnics.com or postal address: Hungary 7623 Pécs, Kandó Kálmán St. 22.