

IMPORTANT - READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE INSTALLING THE SOFTWARE GAME NAMED SUPER ANIMAL ROYALE (THE "GAME "). BY INSTALLING AND/OR OTHERWISE USING THE GAME YOU AGREE TO BE BOUND BY THE TERMS OF THESE TERMS ("TERMS").

IF YOU HAVE PURCHASED A LICENSE TO THE GAME THROUGH THE STEAM PLATFORM THEN YOUR USE OF THE GAME IS ALSO SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE STEAM™ SUBSCRIBER AGREEMENT AND/OR ANY OTHER TERMS SET FORTH BY VALVE CORPORATION IN RELATION TO THE STEAM GAME.

- 1. Accepting the Terms.** These Terms, which include and hereby incorporate Pixile's Privacy Policy, pixilestudios.com/pixile-privacy.pdf, are a legal agreement between Pixile Inc. dba as Pixile Studios, a company, located at 120-1231 Pacific Blvd, Vancouver, British Columbia, Canada ("**Pixile**", "**us**" or "**we**") and you ("**you**"). By installing and/or otherwise using the Game you agree to be bound by these Terms. You agree (i) if you are 18 years of age or over, that you have read, understood, and accept to be bound by the Terms, and (ii) if you are 17 years of age or younger, that your legal guardian has reviewed and agrees to these Terms. You may not access or use the Games: (i) In the European Economic Area, if you are younger than 16 years old; or (ii) in any other country, if you are younger than 13 years old.

Pixile reserves the right, at our discretion, to change, modify, add or remove portions of these Terms (including the Privacy Policy) at any time by posting the amended Terms on or within the Game. You may also be given additional notice, such as an e-mail message or messaging within the Game, of any changes. You will be deemed to have accepted such changes by continuing to use the Game. Except as otherwise stated, all amended terms shall automatically be effective immediately after they are initially posted.

If at any point you do not agree to any portion of the then-current version of our Terms of Game, the Pixile Privacy Policy, or any other Pixile policy, rules or codes of conduct relating to your use of the Game, your license to use the Game shall immediately terminate and you must immediately stop using the Game and uninstall the Game from any of your devices on which you have installed it.

Pixile may from time to time publish additional terms, policy, rules or codes of conduct in connection with the Game, which shall also be binding on you in respect of your use of the Game.

- 2. Definitions.** As used in these Terms, the following capitalized words have the following meanings:

"Confidential Information" means any non-public information related to the Game, including without limitation information related to gameplay or other content, Game Currency, Content, the Games, your own Suggestions and comments, and the Suggestions or comments of any other licensee of the Game or any Pixile representative.

"Content" means any virtual items or other content that Pixile makes available for you to access or download through or in connection with the Game.

"Game" means the proprietary software application known as Super Animal Royale, and any patches, updates, and upgrades to the application, and all related content and documentation made available to you by Pixile under these Terms, including but not limited to all Game code, titles, themes, objects, characters, names, dialogue, catch phrases, locations, stories, artwork, animation, concepts, sounds, audio-visual effects, methods of operation, and musical compositions that are related to the application, and any copies of any of the foregoing. Game specifically includes all Game Currency and Content for which you have paid the associated fee or otherwise acquired a license under Section 4.

“Suggestions” means any feedback or suggestions that you provide to Pixile regarding the Game or other Pixile products and software.

3. **License Grant.** Pixile grants you a personal, non-exclusive, non-transferable, non-sublicensable limited right and license to install and use one copy of the Game on a device for your personal entertainment use (the **“License”**). The rights that Pixile grants you under the License are subject to the terms of these Terms, and you may only make use of the License if you comply with all applicable terms.

The License becomes effective on the date you accept these Terms. The Game is licensed, not sold, to you under the License. The License does not grant you any title or ownership in the Game.

4. **License Conditions.** You agree to only use the Game, or any part of it, in a manner that is consistent with this License and you SHALL NOT:
- (a) without written permission from Pixile, use, advertise or exploit in any manner the Game or any of its parts commercially, including but not limited to use at a cyber (Internet) café, computer gaming centre or any other location-based site;
 - (b) without a separate, additional license from Pixile, use the Game or permit the use of the Game, on more than one computer, game console or handheld device at the same time;
 - (c) use the Game, or permit use of the Game, in a network, multi-user arrangement or remote access arrangement, including any online use, except as otherwise explicitly permitted by Pixile in writing;
 - (d) make copies of the Game or any part thereof, except that you may make one (1) copy of the Game for backup or archival purposes, or make copies of the materials accompanying the Game for non-commercial backup and reference only;
 - (e) sell, rent, lease, license, distribute, upload to any Internet server or web site, or otherwise transfer any portion of this Game or any copies without the express prior written consent of Pixile;
 - (f) reverse engineer, derive source code, modify, adapt, translate, copy the functionality, appearance or characteristics of, decompile, disassemble, or create derivative works of the Game, in whole or in part (except as the applicable law expressly permits, in which case all and any lawful modifications, adaptations, improvements, etc., and all copyrights and morale rights therein, shall be deemed assigned to, and shall belong to, vest in and be the exclusive property of Pixile and/or its licensors on creation, in any event);
 - (g) remove, disable or circumvent any security protections or any technical measures that control access to the Game;
 - (h) remove, modify, deface or circumvent any proprietary notices or labels contained on or within the Game;
 - (i) export or re-export the Game or any copy or adaptation in violation of any applicable laws or regulations; or
 - (j) create data or executable programs that mimic data or functionality in the Game.

Furthermore, you agree that you shall abide by the safety information, maintenance instructions

or other relevant notices contained in the manual that is included with the Game.

- 5. Behaviour guidelines.** Any use of the Game in violation of these behaviour guidelines is strictly prohibited, can result in the immediate revocation of your limited license granted under these Terms, and may subject you to liability for violations of law. **ANY ATTEMPT BY YOU TO DISRUPT OR INTERFERE WITH THE GAME INCLUDING UNDERMINING OR MANIPULATING THE LEGITIMATE OPERATION OF THE GAME IS A VIOLATION OF PIXILE POLICY AND MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS.** In particular:

IMPROPER USE - You agree that you will not, under any circumstances:

- a. Engage in any act that Pixile deems to be in conflict with the spirit or intent of the Game, including but not limited to circumventing or manipulating these Terms, our game rules, game mechanics or policies;
- b. Make improper use of Pixile' support services, including by submitting false abuse reports or using profane and abusive language in your communications with our support personnel; or
- c. Use the Game, intentionally or unintentionally, in connection with any violation of any applicable law or regulation, or do anything that promotes the violation of any applicable law or regulation;

CHEATING AND HACKING – You agree that you will not, under any circumstances:

- d. Use cheats, exploits, automation software, bots, hacks, mods or any unauthorized third party software designed to modify or interfere with the Game or any Pixile game experience;
- e. Use the Game in order to design or assist in the design of cheats, automation software, bots, hacks, mods or any other unauthorized third party software designed to modify or interfere with the Game or any Pixile game experience;
- f. Without Pixile' express written consent, modify or cause to be modified any files that are a part of the Game;
- g. Disrupt, overburden, or aid or assist in the disruption or overburdening of (1) any computer or server used to offer or support the Game or any Pixile game environment (each a "Server"); or (2) the enjoyment of the Game or any Pixile game by any other person;
- h. Institute, assist or become involved in any type of attack, including without limitation distribution of a virus, denial of Game attacks upon the Game, or other attempts to disrupt the Game or any other person's use or enjoyment of the Game; or
- i. Attempt to gain unauthorized access to the Game, Accounts registered to others or to the computers, Servers, or networks connected to the Game by any means other than the user interface provided by Pixile, including but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is part of the Game;

OFFENSIVE OR INFRINGING CONTENT – You agree that you will not, under any circumstances:

- j. Post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive;
- k. Post any information that contains nudity, excessive violence, or offensive subject matter or that contains a link to such content;
- l. Attempt to, or harass, abuse, or harm, or advocate or incite harassment, abuse or harm of another person, group, including Pixile employees, including Pixile' customer Game representatives; or

m. Make available through the Game any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person, including without limitation a Pixile employee;

COMMERCIAL ACTIVITY – You agree that you will not, under any circumstances:

n. Without Pixile's express written consent, use the Game or any part thereof for any commercial purpose, including but not limited to communicating or facilitating any commercial advertisement or solicitation;

o. Use the Game or any part thereof for performing in-game Games, such as power-leveling and item collection Games, in exchange for payment outside the Game; or

p. Transmit unauthorized communications through the Game, including junk mail, chain letters, spam and any materials that promote malware, spyware and downloadable items;

UNAUTHORIZED USE OR CONNECTION TO THE GAME – You agree that you will not, under any circumstances:

q. Interfere or attempt to interfere with the proper functioning of the Game or connect to or use the Game in any way not expressly permitted by these Terms of Game;

r. Use any unauthorized third party software that accesses, intercepts, "mines", or otherwise collects information from or through the Game or that is in transit from or to the Game, including, without limitation, any software that reads areas of RAM or streams of network traffic used by the Game to store information about Pixile game characters, elements, or environment. Pixile may, at its sole and absolute discretion, allow the use of certain third party user interfaces;

s. Intercept, examine or otherwise observe any proprietary communications protocol used by a client, a server, or the Game, whether through the use of a network analyzer, packet sniffer or other device;

t. Make any automated use of the system, or take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;

u. Bypass any robot exclusion headers or other measures We employ to restrict access to the Game or use any software, technology, or device to send content or messages, scrape, spider, or crawl the Game, or harvest or manipulate data;

v. Use, facilitate, create, or maintain any unauthorized connection to the Game, including without limitation (1) any connection to any unauthorized server that emulates, or attempts to emulate any part of the Game; or (2) any connection using programs, tools, or software not expressly approved by Pixile;

w. Except where permitted by law or relevant open source licenses, reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Game, or to obtain any information from the Game using any method not expressly permitted by Pixile; or

x. Copy, modify or distribute rights or content from any Pixile site or game, or Pixile's copyrights or trademarks or use any method to copy or distribute the content of the Game except as specifically allowed in these Terms of Game;

COLLECTION AND PUBLICATION OF PERSONAL INFORMATION – You agree that you will not, under any circumstances:

y. Solicit or attempt to solicit personal information from other users of the Game;

z. Collect, harvest or post anyone's private information, including personally identifiable information (whether in text, image or video form), identification documents, or financial information through the Game; or

aa. upload or transmit or attempt to upload or transmit, without Pixile's express permission, any material that acts as a passive or active information collection or transmission mechanism,

including, without limitation, clear graphics interchange formats (“gifs”), 1×1 pixels, web bugs, cookies or other similar devices (sometimes referred to as “spyware,” “passive collection mechanisms” or “pcms”).

6. Updates and Patches. Pixile may provide patches, updates, or upgrades to the Game that must be installed in order for you to continue to use the Game or Games. Pixile may update the Game remotely without notifying you, and you hereby consent to Pixile applying patches, updates, and upgrades. Pixile may modify, suspend, discontinue, substitute, replace, or limit your access to any aspect of the Game or Games at any time. You acknowledge that your use of the Game or Games does not confer on you any interest, monetary or otherwise, in any aspect or feature of the Game or Games, including but not limited to any in-game rewards, achievements, character levels, Game Currency, or Content. You also acknowledge that any character data, game progress, game customization or other data related to your use of the Game or Games may cease to be available to you at any time without notice from Pixile, including without limitation after a patch, update, or upgrade is applied by Pixile. Pixile does not have any maintenance or support obligations with respect to the Game or Games.

7. Accounts. In order to play the Game you may need to register an account within the Game (“**Account**”). When creating or updating an Account on the Game, you may be required to provide Pixile with certain personal information, which may include your name, birth date, e-mail address, and, in some cases, payment information. This information will be held and used in accordance with Pixile’s Privacy Policy. You agree that you will supply accurate and complete information to Pixile, and that you will update that information promptly after it changes..

During the Account creation process, you may be required to select a password (“**Login Information**”). The following rules govern the security of your Login Information:

- a. You shall not share the Account or the Login Information, let anyone else access your account, or do anything else that might jeopardize the security of your Account;
- b. In the event you become aware of or reasonably suspect any breach of security, including without limitation any loss, theft, or unauthorized disclosure of the Login Information, you must immediately notify Pixile and modify your Login Information;
- c. You are solely responsible for maintaining the confidentiality of the Login Information, and you will be responsible for all uses of the Login Information, including purchases, whether or not authorized by you; and
- d. You are responsible for anything that happens through your Account.

Pixile reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to claims by a third party that a username violates such third party’s rights.

8. Game Currency and Content. Pixile may offer you the ability to acquire licenses to in-game currency (“**Game Currency**”) or Content, such as by: (a) purchasing a limited license to use Game Currency for a fee (“Purchased Game Currency”), (b) earning a limited license to use Game Currency by performing or accomplishing specific tasks in the Game, or (c) purchasing for a fee, exchanging Game Currency for, or earning a limited license to use Content. Also, Pixile may facilitate the exchange of certain Content through the Game, in some cases for a fee. You may only use such Game Currency or Content if you pay the associated fee (if any). When you earn or pay the fee to obtain such Game Currency or Content, you are obtaining or purchasing from Pixile the right to have your License include such Game Currency or Content. Regardless of any references Pixile may make outside these Terms to purchasing or selling Game Currency or Content, both Game Currency and Content are licensed, not sold, to you under the License. Use

of a Pixile Account Balance to purchase Game Currency or Content is subject to Pixile's Terms of Game.

Neither Game Currency nor Content are redeemable for money or monetary value from Pixile or any other person, except as otherwise required by applicable law. Game Currency and Content do not have an equivalent value in real currency and do not act as a substitute for real currency. Neither Pixile nor any other person or entity has any obligation to exchange Game Currency or Content for anything of value, including, but not limited to, real currency. You agree that Pixile may engage in actions that may impact the perceived value or purchase price, if applicable, of Game Currency and Content at any time, except as prohibited by applicable law.

All purchases of Purchased Game Currency and Content are final and are not refundable, transferable, or exchangeable under any circumstances, except as otherwise required by applicable law. Pixile, in its sole discretion, may impose limits on the amount of Game Currency or Content that may be purchased, earned, accumulated, redeemed or otherwise used.

Except as otherwise prohibited by applicable law, Pixile, in its sole discretion, has the absolute right to manage, modify, substitute, replace, suspend, cancel or eliminate Game Currency or Content, including your ability to access or use Game Currency or Content, without notice or liability to you. You may not transfer, sell, gift, exchange, trade, lease, sublicense, or rent Game Currency or Content except within the Game and as expressly permitted by Pixile. Except as otherwise prohibited by applicable law, Pixile reserves and retains all rights, title, and interest in and to the Game Currency and Content. The license to Game Currency and Content under the License will terminate upon termination of the License and as otherwise provided herein.

When you provide payment information to Pixile or its authorized processor, you represent that you are an authorized user of the payment card, PIN, key, account or other payment method specified by you, and you authorize Pixile to charge such payment method for the full amount of the transaction.

If you terminate your account with Pixile then you acknowledge that all Game Currency and Content will be irretrievably deleted.

- 9. User Generated Content.** Any content that you create, generate, or make available through the Game, including buildings, chat posts, character data, game customization, in-game constructions, and screenshots, shall be "UGC". You hereby grant to Pixile a non-exclusive, fully-paid, royalty-free, irrevocable, perpetual, transferable, and sublicensable license to use, copy, modify, adapt, distribute, and publicly display your UGC. You may not create, generate, or make available through the Game any UGC to which you do not have the right to grant Pixile such license. In addition, you may not create, generate, or make available through the Game any UGC that is illegal or violates or infringes another's rights, including intellectual property rights or privacy, publicity or moral rights. Pixile reserves the right to take down any UGC in its discretion.
- 10. Suggestions.** If you provide Pixile with any Suggestions, you hereby grant Pixile a non-exclusive, fully-paid, royalty-free, irrevocable, perpetual, transferable, sublicensable license to reproduce, distribute, modify, prepare derivative works based on, publicly perform, publicly display, make, have made, use, sell, offer to sell, import, and otherwise exploit that Suggestions for any purposes, for all current and future methods and forms of exploitation in any country. If any such rights may not be licensed under applicable law (such as moral and other personal rights), you hereby waive and agree not to assert all such rights. You understand and agree that Pixile is not required to make any use of any Suggestions that you provide. You agree that if Pixile makes use of your Suggestions, Pixile is not required to credit or compensate you for your contribution. You represent and warrant that you have sufficient rights in any Suggestions that you provide to Pixile

to grant Pixile and other affected parties the rights described above. This includes but is not limited to intellectual property rights and other proprietary or personal rights.

- 11. Ownership/Third Party Licenses.** Pixile and its licensors own all title, ownership rights, and intellectual property rights in the Game. Pixile, Pixile Studios and Super Animal Royale, and their respective logos, are trademarks or registered trademarks of Pixile and its affiliates in Canada, the United States of America and elsewhere. All rights granted to you under these Terms are granted by express license only and not by sale. No license or other rights shall be created hereunder by implication, estoppel, or otherwise. **Without limiting the foregoing, the Game** (including without limitation any games, titles, computer code, themes, objects, characters, character names, stories, dialogue, catch phrases, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, documentation, in-game chat transcripts, character profile information, recordings of games played using a Pixile game client, and the Pixile game clients and server software, together "**Games Materials**") are copyrighted works owned by Pixile Inc. Pixile reserves all rights, including without limitation, all intellectual property rights or other proprietary rights, in connection with the Service.

You acknowledge and agree that the Game Materials are protected by law from unauthorized use under the United States copyright laws and/or similar laws of other jurisdictions. You agree that you shall not modify, copy, distribute, frame, reproduce, republish, download, scrape, display, post, transmit, or sell in any form or by any means, in whole or in part, or otherwise exploit the Game Materials without Pixile's express prior written permission. All other uses of copyrighted material, including any derivative use, require express prior written permission from Pixile. Any reproduction or redistribution of Game Materials not in accordance with these Terms is expressly prohibited and may result in severe civil and criminal penalties. You acknowledge that you do not acquire any ownership rights by using the Game or by accessing any Game Materials posted on the Game by Pixile, or any derivative works thereof. All rights not expressly granted by these Terms are reserved by Pixile and its licensors, and no license is granted hereunder by estoppel, implication or otherwise

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN AN ACCOUNT, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT ALL RIGHTS IN AND TO AN ACCOUNT ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF PIXILE.

- 12. Disclaimers and Limitation of Liability.** The Game (including any Game Currency and Content) and Games is provided on an "as is" and "as available" basis, "with all faults" and without warranty of any kind. Pixile, its licensors, and its and their affiliates disclaim all warranties, conditions, common law duties, and representations (express, implied, oral, and written) with respect to the Game, including without limitation all express, implied, and statutory warranties and conditions of any kind, such as title, non-interference with your enjoyment, authority, non-infringement, merchantability, fitness or suitability for any purpose (whether or not Pixile knows or has reason to know of any such purpose), system integration, accuracy or completeness, results, reasonable care, workmanlike effort, lack of negligence, and lack of viruses, whether alleged to arise under law, by reason of custom or usage in the trade, or by course of dealing. Without limiting the generality of the foregoing, Pixile, its licensors, and its and their affiliates make no warranty that (1) the Game will operate properly, (2) that the Game will meet your requirements, (3) that the operation of the Game will be uninterrupted, bug free, or error free in any or all circumstances, or (4) that any defects in the Game can or will be corrected. Any warranty against infringement that may be provided under law is expressly disclaimed. Pixile, its licensors, and its and their affiliates do not guarantee continuous, error-free, virus-free, or secure operation of or access to the Game. This paragraph will apply to the maximum extent permitted by applicable law.

To the maximum extent permitted by applicable law, neither Pixile, nor its licensors, nor its or their affiliates, nor any of Pixile's Game providers (collectively, the "Pixile Parties"), shall be liable in any way for any loss of profits or any indirect, incidental, consequential, special, punitive, or exemplary damages, arising out of or in connection with these Terms or the Game (including any Game Currency or Content, or the delay or inability to use or lack of functionality of the Game, even in the event of a Pixile Party's fault, tort (including negligence), strict liability, indemnity, product liability, breach of contract, breach of warranty, or otherwise and even if a Pixile Party has been advised of the possibility of such damages. Further, to the maximum extent permitted by applicable law, the aggregate liability of the Pixile Parties arising out of or in connection with these Term or the Game (including any Game Currency or Content) will not exceed the total amounts you have paid (if any) to Pixile for the Game (including any Game Currency or Content) during the twelve (12) months immediately preceding the events giving rise to such liability. These limitations and exclusions regarding damages apply even if any remedy fails to provide adequate compensation.

Notwithstanding the foregoing, some countries, states, provinces or other jurisdictions do not allow the exclusion of certain warranties or the limitation of liability as stated above, so the above terms may not apply to you. Instead, in such jurisdictions, the foregoing exclusions and limitations shall apply only to the extent permitted by the laws of such jurisdictions. Also, you may have additional legal rights in your jurisdiction, and nothing in these Terms will prejudice the statutory rights that you may have as a consumer of the Game.

- 13. Indemnity.** You agree to indemnify, pay the defense costs of, and hold Pixile, its licensors, its and their affiliates, and its and their employees, officers, directors, agents, contractors, and other representatives harmless from all claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees, costs, and expert witnesses' fees) that arise from or in connection with (a) any claim that, if true, would constitute a breach by you of these Terms or negligence by you, or (b) any act or omission by you in using the Game (including any Game Currency or Content). You agree to reimburse Pixile on demand for any defense costs incurred by Pixile and any payments made or loss suffered by Pixile, whether in a court judgment or settlement, based on any matter covered by this Section 12.

If you are prohibited by law from entering into the indemnification obligation above, then you assume, to the extent permitted by law, all liability for all claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees, costs and expert witnesses' fees) that are the stated subject matter of the indemnification obligation above.

- 14. Termination.** Without limiting any other rights of Pixile, these Terms will terminate automatically without notice if you fail to comply with any of its terms and conditions. You may also terminate these Terms by deleting all copies of the Game on your devices. Upon any termination, the License will automatically terminate, you may no longer exercise any of the rights granted to you by the License, and you must destroy all copies of the Game in your possession.

Except to the extent required by law, all payments and fees are non-refundable under all circumstances, regardless of whether or not these Terms has been terminated.

Sections 4 and 8-19 will survive any termination of these Terms.

- 15. Governing Law and Jurisdiction.** You agree that these Terms will be deemed to have been made and executed in the Province of British Columbia, Canada, and any dispute will be resolved

in accordance with the laws of Canada and British Columbia, excluding that body of law related to choice of laws. Any action or proceeding brought to enforce the terms of these Terms or to adjudicate any dispute must be brought in the courts in Vancouver, British Columbia, Canada. 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 these Terms.

- 16. Class Action Waiver.** You agree not to bring or participate in a class or representative action, private attorney general action, or collective arbitration related to the Game (including any Game Currency or Content) or Games or these Terms. You also agree not to seek to combine any action or arbitration related to the Game or Games or these Terms with any other action or arbitration without the consent of all parties to these Terms and all other actions or arbitrations.

- 17. U.S. Government Matters .** The Game is a “Commercial Item” (as defined at 48 C.F.R. §2.101), consisting of “Commercial Computer Game” and “Commercial Computer Game Documentation” (as used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable). The Game is being licensed to U.S. Government end users only as Commercial Items and with only those rights as are granted to other licensees under these Terms.

You represent and warrant to Pixile that you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a “terrorist supporting” country, and that you are not listed on any U.S. Government list of prohibited or restricted parties.

- 18. No Assignment.** You may not, without the prior written consent of Pixile, assign, transfer, charge, or sub-contract all or any of your rights or obligations under these Terms, and any attempt without that consent will be null and void. If restrictions on transfer of the Game in these Terms are not enforceable under the law of your country, then these Terms will be binding on any recipient of the Game. Pixile may at any time assign, transfer, charge, or sub-contract all or any of its rights or obligations under these Terms.

- 19. Miscellaneous.** These Terms and any document or information referred to in these Terms constitute the entire agreement between you and Pixile relating to the subject matter covered by these Terms. All other communications, proposals, and representations with respect to the subject matter covered by these Terms are excluded.

The original of these Terms 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 these Terms written or construed in the language of any other country.

These Terms describes certain legal rights. You may have other rights under the laws of your jurisdiction. These Terms 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 these Terms may not apply to you because your jurisdiction may not allow them in your particular circumstance. In the event that certain provisions of these Terms are held by a court or tribunal of competent jurisdiction to be unenforceable, those provisions shall be enforced only to the furthest extent possible under applicable law and the remaining terms of these Terms will remain in full force and effect.

Any act by Pixile to exercise, or failure or delay in exercise of, any of its rights under these Terms, 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.

You agree that these Terms does not confer any rights or remedies on any person other than the parties to these Terms, except as expressly stated.

Pixile's obligations are subject to existing laws and legal process, and Pixile may comply with law enforcement or regulatory requests or requirements despite any contrary term in these Terms.