

INTROVERSION SOFTWARE LIMITED
DEVELOPER LICENCE AGREEMENT

Date of Last Revision: 15th February 2017

The Games have been produced by and are the property of, or licensed to, Introversion Software Limited ("**Introversion**"). Introversion is referred to as "**us**", "**we**", and "**our**" in this Agreement. Our office is at Winchester House, 3 Winchester Road, Walton-on-Thames, Surrey KT12 2RH. We are a company registered in England, with company number 04354601.

This Agreement applies to all Modding (as defined below) of our Games and/or use of our Source Code. All Modding of our Games and/or use of our Source Code is governed by and conditional on your acceptance of, and compliance with, this Agreement. Any Modding of a Game and/or use of our Source Code which is not in accordance with the terms of this Agreement is expressly prohibited.

IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, YOU MAY NOT MOD ANY OF OUR GAMES AND/OR PURCHASE OR USE THE SOURCE CODE.

PREAMBLE

At Introversion we believe that a game should not die simply because it has reached the end of its corporate development cycle. That said, an open-source unlimited distribution of our Games and Source Code is not practical for two reasons:

- 1) it would be in breach of the licensing agreements that we have with third party publishers; and
- 2) due to the "hand-to-mouth" nature of independent games publishing a nominal fee for the Source Code of previous projects can go a long way to ensure the funding of our future development projects.

By releasing the Source Code we hope that our Games will be modified in a variety of different ways, for example:

- a) to include additional functionality from the original Game;
- b) to make the Games available on different platforms other than those which the Games are currently available; and
- c) to make the Games available in different languages other than those in which the Games are currently available.

Additional Functionality

We envisage that additional functionality of our Games will be achieved through the medium of patches, and that we should not need to regulate this.

That said, where a user wishes to modify one of our Games and/or the Source Code for the purpose of making Mods (defined below) and/or patches for the Game we must insist that the user has a *bona fide* version of that Game installed. As a consequence, stand-alone binaries will be in breach of this Agreement.

Ground Rules for Modding our Games

Our ground rules are simple: if you create Mods for our Games (or any one of them) and/or produce a "patch" for a platform that we have sold on, then you should feel free to distribute it provided that you do not sell the Mod or "patch" for money or try to make any commercial gain from them.

We allow you to carry out Modding for the purpose of making Mods for the Game. However, Modding our Games so that they are available on different platforms (other than those on which the Games are currently available), or so that they can be made available in different languages (other than those which the Games are currently available) is slightly different. This may put us in violation of any agreements between us and third party developers whom we had paid to generate any new versions of the Games.

If you wish to use the Source Code to produce a totally new version of the Games – for example, if you wish to produce a port for our Games so that it can be made available on a platform or in language that we had not considered, or we are not currently involved with - then we would be happy to consider licensing the version from you for an agreed royalty. Please contact us at support@introversion.co.uk, and we shall try to work something out.

The above does not constitute a formal offer, and all work conducted, or contributed to, by you without a written agreement between you and/or the developer and Introversion is "at risk" and without commitment.

This PREAMBLE does NOT form part of the Agreement. In the event of any inconsistencies or discussions, the Terms and Conditions (as set out below) will take precedence.

Please contact us at support@introversion.co.uk for more information.

TERMS AND CONDITIONS FOR MODDING OF OUR GAMES

1. MEANINGS

- 1.1. **"Games"** means our games and any accompanying online or electronic documentation, along with all source code and object code, and any literal, video, audio or other multimedia assets which form part of or accompany the games;
- 1.2. **"Intellectual Property Rights"** means copyright, design right, database right, trade mark rights, patent rights and other intellectual property rights.
- 1.3. **"Agreement"** has the meaning given to it in Section 2.1;
- 1.4. **"Modding"** means any adaptation, modification, distribution, copying, translation, porting, or making available of any works which derive from or incorporate any

part of a Game, including the Source Code. For the avoidance of doubt, Modding does not include your own personal use of a Game which you have purchased from us or our distributors in compliance with any licence terms applicable to use of that Game;

- 1.5. **"Mods"** means the product and/or result of any Modding;
- 1.6. **"Source Code"** means the source code, design and associated preliminary materials, object code, file formats and specifications, build and compilation scripts and instructions, databases, configuration data, audio, video, literal and other media and materials, including accompanying documentation relating to or comprising the Games which is owned by us or our licensors.

2. TERMS

- 2.1. THESE TERMS APPLY TO ALL MODDING AND/OR YOUR USE OF THE SOURCE CODE AND WILL FORM A BINDING AGREEMENT BETWEEN YOU ("**you**") AND US ("**Agreement**"). PLEASE READ THEM CAREFULLY.
- 2.2. This Agreement shall:
 - 2.2.1. be read in conjunction with the applicable end user licence agreement for our Games;
 - 2.2.2. not be varied by you unless agreed in writing and signed by a director of Introversion; and
 - 2.2.3. apply to the exclusion of and replace all other terms or conditions of contract you may propose concerning any Mod.
- 2.3. You may not copy or distribute verbatim copies of the Games or their source code as you receive it.

3. OWNERSHIP OF SOURCE CODE

- 3.1. All right, title, interest and ownership rights and any Intellectual Property Rights in the Source Code shall belong to us and/or our licensors.
- 3.2. The Source Code is protected by copyright law, international copyright treaties and conventions and other laws. All rights are asserted and reserved. The Source Code may contain certain licensed materials and our licensors may act to protect their rights in the event of any breach of this Agreement.
- 3.3. To the extent that the Source Code includes materials licensed by third parties, you agree to comply with any third party licence terms which apply to those materials.

4. LIMITED USE LICENCE

- 4.1. You are not sold the Source Code but, subject to your compliance with all conditions of this Agreement, and payment of any applicable fees notified to you by us from time to time, we grant you a non-exclusive, personal, revocable, non-transferable licence to download, install, and use the Source Code for your personal, non-commercial use.

4.2. Your licence confers no title or ownership in the Source Code.

5. **OWNERSHIP OF MODS**

5.1. Any Mods you create from scratch belong to you, but any Mods that use our Source Code or assets from the Games will belong to, vest in, and are the exclusive property of us upon creation provided that you shall be free to distribute such Mods in accordance with this Agreement and the restrictions set out at clause 6.

5.2. If you share any Mods for people to use with their own copy of the Games, make sure you created them yourself and that it is clear they are not official.

6. **RESTRICTIONS**

6.1. You may create Mods for the Games and copy and distribute such Mods or work under the terms of this Agreement, provided that you also meet all of these conditions:

6.1.1. You must cause the modified files to execute only if a copy of the Game purchased from Introversion (or one of its licensed distributors), is also installed on the machine. The modified version can require any version of the Game to be installed, however you must state this in a read-me file attached with your distributed Mod. You may only distribute the files in object or executable form, you may not distribute the Source Code unless in complete accordance with this Agreement;

6.1.2. Without the express written permission of Introversion, you must not release a "stand-alone" binary. By this we mean a version of the Game that will execute without an enforced dependency on the installation of a version of the Game purchased from Introversion or one of its licensed distributors.

6.2. You must not distribute or use a Mod in connection with a Game where that Mod is compatible with "live" instances of that Game (for the purposes of this Agreement, a "live" instance of a Game is an instance of the Game being played by one or more other individuals online which has not been Modded). Mods which are compatible with "live" Games can be used to gain an unfair advantage, which interferes with the enjoyment of other players. So, distribution or use of Mods which are compatible with "live" Games will constitute a breach of this Agreement.

6.3. Each time you distribute a Mod you must grant the recipient a licence to use, copy, distribute the Mod on terms not more restrictive than the licence granted to you hereunder in respect of the Game, provided always that such recipient has purchased a licence in respect the Game itself.

6.4. You are not required to accept this Agreement. However, nothing else grants you permission to produce Mods for our Games. These actions are prohibited by law if you do not accept this Agreement. Therefore, by Modding our Games, and purchasing and using our Source Code, you indicate your acceptance of this Agreement and all its terms and conditions herein.

7. **PLATFORMS**

- 7.1. You may distribute Mods of the Games on the following platforms: PC; MacOS; and Linux.
- 7.2. Without the express written permission of Introversion, you may not distribute:
 - 7.2.1. any Mod on any platform other than those listed at paragraph 7.1 (for the avoidance of doubt, restricted platforms shall include without limitation: iOS, Android, or any console platform); or
 - 7.2.2. any Mod which has as its purpose or effect the localisation of a Game to a different language, on any platform.
- 7.3. You may not carry out any Modding, or sublicense, or distribute any Mod or the Games except as expressly provided under this Agreement. Any attempt otherwise to Mod, copy, modify, use, sublicense or distribute the Game is void, and will automatically terminate your rights under this License.

8. ACCESS TO SOURCE CODE

- 8.1. You can create Mods using our Source Code but you will have to first purchase the Source Code via our webstore here: www.introversion.co.uk.
- 8.2. You may need to set up an account in order to use and access the Source Code via our Subversion Repository ("**SVN Repository**"). To set up an account you will need to register by submitting certain information and choose a username and password.
- 8.3. The username and password chosen by and issued to you upon registration with us is personal to you and shall not be disclosed to any third party without our prior written consent.
- 8.4. You agree, accept and understand that:
 - 8.4.1. you will ensure information held about you by us is accurate and up to date and that you can amend your registration details at any time either through the SVN Repository or by writing to use at support@introversion.co.uk;
 - 8.4.2. you are and shall remain responsible for maintaining the confidentiality of your account credentials;
 - 8.4.3. you are solely liable for any use of the SVN Repository using your account;
 - 8.4.4. you shall not submit any changes or otherwise interfere with the contents of the SVN Repository without our express written permission;
 - 8.4.5. your access to the SVN Repository will be read-only, and you will not make any excessive use of the SVN Repository which may, in our reasonable opinion, affect other users' access to the SVN Repository; and
 - 8.4.6. your access to the SVN Repository may be time limited.
- 8.5. PLEASE DO NOT SHARE YOUR ACCOUNT NAME OR PASSWORD WITH ANY OTHER PERSON OR ALLOW ANY OTHER PERSON TO USE YOUR ACCOUNT. WE ARE NOT

LIABLE FOR ANY IMPROPER USE OF YOUR ACCOUNT OR ANY USE OF YOUR ACCOUNT BY ANY THIRD PARTY. IF YOU THINK YOUR ACCOUNT HAS BEEN COMPROMISED PLEASE INFORM US IMMEDIATELY.

9. WARRANTIES, INDEMNITY AND LIABILITY

- 9.1. THE SOURCE CODE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION, ENDORSEMENT OR WARRANTY OF ANY KIND OTHER THAN THAT IT WILL BE OF SATISFACTORY QUALITY, AS DESCRIBED, AND FIT FOR PURPOSE.
- 9.2. WE DO NOT GUARANTEE THAT:
 - 9.2.1. THE SOURCE CODE WILL BE FREE OF ERRORS, VIRUSES OR BUGS OR OTHER DEFECTS;
 - 9.2.2. THE SOURCE CODE WILL BE ACCURATE OR COMPLETE;
 - 9.2.3. ANY DEFECTS IN THE SOURCE CODE WILL BE CORRECTED;
 - 9.2.4. OPERATION OF THE SOURCE CODE OR ACCESS TO THE SVN REPOSITORY WILL BE UNINTERRUPTED, AND YOUR ACCESS TO THE SVN REPOSITORY MAY BE DISCONTINUED AFTER WE HAVE ALLOWED YOU A REASONABLE TIME TO ACCESS AND DOWNLOAD SOURCE CODE TO THE EXTENT YOU HAVE PURCHASED SUCH ACCESS.
- 9.3. YOU ACKNOWLEDGE THAT USE OF THE SOURCE CODE OR RELIANCE ON ANY SUCH INFORMATION SHALL BE AT YOUR SOLE RISK.
- 9.4. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT OUR LIABILITY FOR FRAUDULENT MISREPRESENTATIONS OR FOR DEATH OR PERSONAL INJURY RESULTING FROM OUR NEGLIGENCE OR THAT OF OUR EMPLOYEES OR AGENTS.
- 9.5. TO THE FULLEST EXTENT PERMISSABLE BY LAW, INCLUDING IN YOUR LOCAL JURISDICTION, WE EXCLUDE ALL OTHER LIABILITY FOR ANY LOSS OR DAMAGE, INCLUDING ANY LIABILITY OR DAMAGE TO ANY DEVICE OR COMPUTER SYSTEM (SAVE TO THE EXTENT THAT DAMAGE TO YOUR DEVICE OR OTHER DIGITAL CONTENT WHICH YOU OWN IS CAUSED BY THE SOURCE CODE AS A RESULT OF OUR FAILURE TO USE REASONABLE CARE AND SKILL IN WHICH CASE, WHERE EXPRESSLY PROVIDED FOR BY APPLICABLE MANDATORY CONSUMER RIGHTS, YOU MAY BE ENTITLED TO COMPENSATION OR WE MAY BE OBLIGED TO REPAIR YOUR DEVICE).
- 9.6. NOTHING IN THIS AGREEMENT SHALL LIMIT YOUR STATUTORY CONSUMER RIGHTS.
- 9.7. You should back-up to another secure location, on a regular basis, any data files concerning your use of the Source Code as we accept no liability for lost or corrupted data.
- 9.8. You warrant, represent and undertake to us that:

- 9.8.1. you have the full power to enter into this Agreement and are entitled to grant the rights, licences and assignments contained in it and have all requisite licences and assignments necessary to do so
 - 9.8.2. your Mods shall not infringe any Intellectual Property Rights or other rights of any person; and
 - 9.8.3. your Mods shall not contain any material which is obscene, offensive, racist, sexist, defamatory, objectionable or that may otherwise create any liability for Introversion nor any virus, Trojan horses or any other malicious software.
- 9.9. You will indemnify (compensate) and hold harmless Introversion against all actions, claims, proceedings, costs and damages (including any damages or compensation paid by Introversion on the advice of its legal advisors to compromise or settle any claims) and all legal costs or other expenses or arising out of any breach of this Agreement by you or your negligence or your use of the Source Code.

10. **CONFIDENTIALITY**

In the event that you receive confidential information of Introversion you agree to keep it confidential and not disclose it or any part of it to any third party (except to your own employees and professional advisers who have a need to know – and then only on a need to know basis and on sufficient terms of confidentiality) nor use the same for any purpose inconsistent with the terms of this Agreement.

11. **GENERAL**

- 11.1. Introversion will not be liable in any amount for failure to perform any obligation hereunder if such failure is caused by the occurrence of any unforeseen contingency beyond the reasonable control of that party including Internet outages, communications outages, power failures, fire, flood, war or act of God.
- 11.2. The headings used in this Agreement are for ease of reference only and shall not affect its interpretation.
- 11.3. Reference to the word “including” shall be read as “without limitation”.
- 11.4. This Agreement is personal to you and you may not assign or transfer all or any part of it.
- 11.5. Nothing in this Agreement shall be deemed to constitute a partnership or agency relationship between you and us and neither party shall hold itself out as a partner or agent of the other party.
- 11.6. If Introversion does not enforce any provision of this Agreement such will not be considered a waiver of any provision or right and no waiver by either party of any breach by the other of any of the provisions of this Agreement all operate as a waiver of any preceding or succeeding breach of the same or any other provision of this Agreement.

- 11.7. If any portion of this Agreement is held invalid or unenforceable under any particular circumstance, the balance of the section is intended to apply and the section as a whole is intended to apply in other circumstances.
- 11.8. This Agreement is governed by English Law, and you agree that in the event that we are unable to settle any dispute with you informally, then any court or arbitration proceedings shall be held in England only.

All questions, comments or enquiries should be directed to support@introversion.co.uk