

# **GENERAL TERMS AND CONDITIONS OF LICENSE FOR THE DEVELOPMENT, AND PUBLISHING OF A FREE ELECTRONIC APPLICATION**

Applicable to all licensors located in any country around the world

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These "General Terms and Conditions of license" (hereinafter referred to as the "**Agreement**") govern the license granted by the Licensor to AD2G Studio SAS, a simplified joint stock company with a share capital of 100 euros, registered with the Trade and Companies Registry of Nanterre under the number 803 287 150, with its registered office at 19 rue des Ormeaux, 92 260 Fontenay-aux-Roses (France), represented by its President, Gregory Isabelli, duly empowered for the purpose of this Agreement. (hereinafter referred to as "Licensee"), provided that no derogatory provisions have been negotiated. Licensor and Licensee are also designated individually by "Party" or collectively by "Parties."

## **1. DEFINITIONS**

"Application": means any electronic game digital application(s) adapted from the Game and in which AD2G shall hold all Intellectual Property Rights, that will be distributed digitally and freely through the BGA Platform.

"Board Game Arena Platform" or "BGA Platform": means the digital platform published by AD2G, which the Application will be made available and from which the End Users can play.

"Effective Date": means the date of the execution of this Agreement

"Game": means the board game(s) as specified in Appendix 1 in which Licensor holds Intellectual Property Rights during the Term of the Agreement.

"Intellectual Property Right(s)": means any and all rights (including moral rights) available under patent, copyright, trade mark, service mark, trade name, product configuration, industrial design, rights in computer software, business names and domain names, database rights, or trade secret law or any other statutory provision or common law doctrine with respect to titles, game play elements, themes, design, logo, characters, characters names, stories, dialog, animation, sounds, audio visual effect, musical composition, designs, formulas, algorithms, procedures, methods, techniques, ideas, know-how, programs, subroutines, tools, inventions, creations, improvements, works of authorship, other similar materials, and all recordings, graphs, drawings, reports, analyses, other writings, and any other embodiment of the foregoing, in any form, whether or not specifically listed herein, which may subsist in any part of the world, recognized by European, United States law or other foreign jurisdictions and/or other international law recognized by the European Union, the United States of America or other foreign jurisdictions, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term.

"Term": means the Initial term and all the Subsequent Term(s).

## **2. PURPOSE OF THE AGREEMENT**

The Agreement has the following purpose:

- a) set the terms and conditions under which Licensor hereby grants AD2G non-exclusive rights to adapt the Game in the form of an Application and to publish, distribute and promote such Application, if any, worldwide, through the BGA Platform;
- b) define the conditions under which AD2G shall publish and freely distribute the Application through the BGA Platform

### **3. TERM AND TERRITORY**

- 2.1 This Agreement shall commence on the Effective Date. It shall expire after a term of 3 (three) years from the launch of the Application (the "Initial Term") on the BGA Platform ("the Initial Term").
- 2.2 This Agreement shall automatically renew for successive term(s) of 1 (one) year(s) ("Subsequent Term(s)") unless terminated by one party at least 60 (sixty) days prior to the anniversary date of the then current term.
- 2.3 The development, marketing, distribution, and promotion of the Application shall be carried out by AD2G worldwide (hereinafter "the Territory"), during the Term.

### **4. SCOPE OF THE LICENSE GRANTED TO THE LICENSEE**

- 3.1 The Licensor grants to the Licensee a non-exclusive license on the Game's Intellectual Property Rights which includes the right for the Licensee to - directly or indirectly, in particular but not limited with the contribution of gamers that are members of the BGA Platform community - develop/ have developed in any IT Language, reproduce, adapt/have adapted, translate/have translated, publicly display all the elements in and to the Game likely to be protected by Intellectual Property Rights including but not limited to design, characters, decor, game play, artworks, rules instructions, box and packaging, trademarks and logos (hereinafter the "Game's Assets") for the purpose of the publication on BGA Platform, throughout the Territory during the Term, including but not limited to:
  - the right to translate the Game's Assets in all languages of the countries within the Territory including in any IT Language;
  - the right to localize the Game's Assets - i.e.; legal, linguistic and cultural adaptations - to the standards of the countries within the Territory;
  - the right to adapt/have adapted and develop/have developed in any IT Language, publicly display, digitally transmit, advertise, publish, promote the Game's Assets within the Application in any medium or format, whether now known or hereafter discovered (such as electronic communication and transmission or TV broadcasting using any telecommunication process for sounds, images, documents, data, messages and advertisements of any type ;
  - the right to reproduce, change, adapt (i) the Game's Assets ; (ii) the brands, logos and/or tradenames of Licensor for the promotion and advertisement of the Application whether by press or through BGA Platform, e-mail push-ups, media kits including press releases, posters, flyers, post cards, billboards, any and all e-documents. The list in this section is not

exhaustive.

- the right to display (i) the Game's Assets; (ii) the brands, logos and/or trademarks of Licensor for the promotion and advertisement of the Application on any medium, whether electronic, digital or opto-digital or via on-line databases, websites and by any means.
- the right to sub-licence to End Users the rights to use, perform or display the Application for its own internal use.

3.2 Parties acknowledge that all Game's Intellectual Property Rights granted to the Licensee are only to develop, promote, and freely display the Application on BGA Platform. No fee could be asked to any user whether through a subscription or by any other way. If Licensee or Licensor wish to change the economic model of the Application on the BGA Platform, they shall negotiate a separate agreement (Premium License Agreement) in good faith.

3.3 Licensee can make the Application available in any language, unless otherwise notified by any written means by the Licensor.

## **5. CREDIT**

The names and logos of the Licensor shall be credited in the Application and in the description page.

## **6. OBLIGATION OF THE LICENSEE**

5.1 Licensee uses the official rules of the Game. If Licensee wishes to make an unofficial variant available, approval from the Licensor will be sought before doing so.

5.2 LICENSEE will provide to the LICENSOR access to online audience statistics for the Application

## **7. FREE LICENSE**

This license as defined in this Agreement is granted by the Licensor free of charge.

## **8. TERMINATION**

Licensor shall have the right to terminate forthwith this Agreement by written notice sent by registered or certified mail return receipt requested to Licensee after the occurrence of one of the following events:

- 1) if during the 2 months following the online public announcement of the Application, Licensor is not satisfied with the quality of the implementation and don't get the requested modifications from Licensee within 4 weeks.
- 2) if there is a change in the financial conditions under which the Application is offered for online play on BGA Platform.
- 3) if Licensor wish to publish an exclusive online version of the Game in its own name.

In any of these cases, BGA will remove copyrighted content within two weeks following the

reception of the notification.

In the last case, upon request of the Licensor, BGA will set up a link to the official online version in order to facilitate a player community shift to the new version.

## **9. WARRANTIES**

- 9.1 Licensor warrants that it holds all Intellectual Property Rights granted on the Game (including all Game's Asstes) and is the sole legal and beneficial owner of the Intellectual Property Rights necessary for the development and distribution of the Application. Licensor shall defend, indemnify and hold harmless AD2G from and against any action, suit, claim, eviction, damages, liability, costs and expenses arising out of or in any way connected with the Game, especially from any person who has directly or indirectly taken part in the development and/or execution of the Game or by any person who, although they did not play a part in the development and/or execution of the Game, would be likely to invoke any right against AD2G exercising the rights referred to in this Agreement
- 9.2 Subject to the warranty due by the Licensor under Section 9.1, AD2G warrants the Licensor against any claim and remedy that may be brought against the Licensor regarding the production, marketing, distribution or use of the Application in the event that these operations infringe an Intellectual Property Rights to a third party

## **10.ASSIGNMENT - SUBCONTRACTOR**

The Licensee reserves the right to assign all or part of its rights as defined herein to third parties and / or to subcontract to third parties all or part of the development, marketing, distribution and promotion of all or part of the Application.

The Licensor agrees that the Licensee may substitute, in the management and exploitation of the rights granted hereunder, any agent, agent or intermediary it deems necessary.

## **11.GOVERNING LAW AND DISPUTES**

- 11.1 This Agreement shall be construed, interpreted and enforced in accordance with the Laws of France, without giving effect to any conflict of Law principles.
- 11.2 IN THE EVENT OF A DISPUTE REGARDING THE VALIDITY, PERFORMANCE OR INTERPRETATION OF THE AGREEMENT, AND IN THE ABSENCE OF AN AMICABLE RESOLUTION, EXPRESS JURISDICTION IS GRANTED TO THE COMPETENT COURTS OF PARIS (FRANCE), REGARDLESS OF THE NUMBER OF RESPONDENTS, INCIDENT CLAIM OR CALLING OF A GUARANTEE, EVEN FOR URGENT PROCEEDINGS OR PROTECTIVE OR PETITIONED PROCEEDINGS.