

EULA

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Your use of the Game is subject to this end user license agreement (the “**Agreement**”) and the terms set forth below. For the purposes of this Agreement, all references to the “**Game**” include *BREAK STUFF VR* and all related software, any accompanying manual(s), related packaging and other written, files, electronic or online materials or documentation, any and all copies of the the same, including any updates thereto. By opening the Game, installing, and/or using the game and any of the related software and materials, you hereby accept the terms of this Agreement with Single Step Games, LLC. (“**Licensor**”).

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IF YOU ARE UNDER THE AGE OF MAJORITY IN YOUR JURISDICTION, YOU MUST MAKE SURE THAT YOUR PARENT OR GUARDIAN READS AND ACCEPTS THIS AGREEMENT AND OUR PRIVACY POLICY ON YOUR BEHALF PRIOR TO YOUR USE OF THE GAME.

<http://www.SingleStepGames.com>

1. Licensing and Ownership of Intellectual Property

1. Grant of License

Subject to this Agreement and its terms and conditions, Licensor hereby grants you the nonexclusive, non-transferable, non-sub-licensable, limited right and license to use one copy of the Game for your personal non-commercial use for gameplay. Your acquired rights are subject to your compliance with this Agreement. The term of your license under this Agreement shall commence on the date that you install or otherwise use the Game, and ends on the earlier date of either your disposal of the Game or Licensor’s termination of this Agreement. Your license terminates immediately if you attempt to circumvent any technical protection measures used in connection with the Game. The Game is being licensed to you, and you hereby acknowledge that no title or ownership in the Game is being transferred or assigned, and this Agreement should not be construed as a sale of any rights in the Game. All rights not specifically granted under this Agreement are reserved by Licensor and, as applicable, its licensors.

2. Ownership

Licensor retains all right, title, and interest to the Game, including, but not limited to, all copyrights, trade-marks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, audiovisual effects, themes, characters, character names, stories, dialog, settings,

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3. Conditions

You agree not to:

1. Commercially exploit the Game;
2. Distribute, lease, license, sell, rent, or otherwise transfer or assign the Game, or any copies of the Game, without the express prior written consent of Licensor or as set forth in this Agreement;
3. Make a copy of the Game or any part thereof (other than as set forth herein);
4. Making a copy of the Game available on a network for use or download by multiple users;
5. Except as otherwise specifically provided by the Game or this Agreement, use or install the Game (or permit others to do same) on a network, for on-line use, or on more than one computer or gaming unit at the same time;
6. Use or copy the Game at a computer gaming center or any other location-based site; provided, that Licensor may offer you a separate site license agreement to make the Game available for commercial use;
7. Reverse engineer, decompile, disassemble, prepare derivative works based on, or otherwise modify the Game, in whole or in part;
8. Remove or modify any proprietary notices, marks or labels contained on or within the Game;
9. Use the Game to in any way transmit any file that contains a virus, corrupted data Trojan horse, keystroke logger, worm, time bomb, or other computer programming routines that damage, detrimentally interfere with, surreptitiously intercept or mine, scrape or expropriate any system, date or personal information;
10. Use the Game to in any way transmit content or data that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, hateful,

racially, ethnically or otherwise objectionable or that may be invasive of another's right of privacy or publicity;

11. Use the Game or any related content, items or data contained therein to develop a competitive game; or

12. Transport, export or re-export (directly or indirectly) into any country forbidden to receive such Game by any United States export laws or accompanying regulations or otherwise violate such laws or regulations, that may be amended from time to time.

The Game is intended for private non-commercial use only.

4. Technical Protections

The Game may include measures to control access to the Game, prevent unauthorized copies, or otherwise attempt to prevent anyone from exceeding the limited rights and licenses granted under this Agreement. If the Game permits access to additional online features, only one copy of the Game may access those features at one time (unless otherwise provided in the Game documentation). Additional terms and registration may be required to access online services and to download updates and patches to the Game. Only copies of the Game subject to a valid license can be used to access online services, and download updates and patches. You may not interfere with such access control measures, or attempt to disable or circumvent such security features. If you disable or otherwise tamper with the technical protection measures, the Game will not function properly.

5. User Content

The Game may allow you to create content, including but not limited to screenshot of game play or a video of your game play. In exchange for use of the Game, and to the extent that your contributions through use of the Game give rise to any copyright or other intellectual property interest, you hereby grant Licensor an exclusive, perpetual, irrevocable, fully transferable and sub-licensable worldwide right and license to use your contributions in any way and for any purpose in connection with the Game and related goods and services, including 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 property rights by applicable laws and international conventions. You hereby waive any moral rights of paternity, publication, reputation, or attribution with respect to Licensor's and other players use and enjoyment of such assets in connection with the Game and related goods and services under applicable law. This license grant to Licensor, and the above waiver of any applicable moral rights, will survive any termination of this Agreement.

6. Suggestions and Feedback

Any and all creative suggestions, ideas, notes, drawings, concepts, feedback or other information that you provide to the Licensor (collectively, "**Submissions**") are deemed to be the property of the Licensor and the Licensor will own all now known or hereafter existing copyrights and all other intellectual property rights to all Submissions of every kind and nature, worldwide and in perpetuity, and you hereby assign to the Licensor all such intellectual property rights to the extent owned by you.

In the event that any of the Submissions are not assignable, you agree that the Licensor is irrevocably, throughout the world and in perpetuity, entitled to use reproduce, modify, adapt, publish, broadcast, license, perform, post, sell, translate, creative derivative works from and distribute any Submission for any purpose whatsoever, commercial or otherwise, in any medium now known or hereafter devised, without compensation or credit to the provider of the Submission, including sublicensing any third party to do any or all of the foregoing.

You agree, at the Licensor's request, to execute such further documents and do such further acts as may be necessary or desirable to document or enforce the Licensor's ownership of the Submissions, including, without limitation, execution of a copyright assignment in a form provided by the Licensor in its sole discretion. If you fail or refuse to execute any such documents, you hereby appoint the Licensor as your attorney in fact, which appointment is coupled with an interest and is irrevocable, to act on your behalf and to execute, deliver, record and file any such documents as may be necessary or desirable.

7. Internet Connection

The Game may require an internet connection to access internet-based features, authenticate the Game, provide updates or patches from time to time, or perform other functions. In order for certain features of the Game 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, including but not limited to the HTC Vive™ store or Steam®, Licensor or a Licensor affiliate. If you do not maintain such accounts, then certain features of the Game may not operate or may cease to function properly, either in whole or in part.

8. Updates and Evolution of Game

From time to time, without prior notice, Licensor may in its sole discretion add new features to the Game, remove existing features from the Game, provide patches, updates, or otherwise modify the Game. We may provide updates that must be install on your computer or gaming system in order for you to access and use the Game. You hereby consent to the Licensor remotely installing updates to the Game on your computer or gaming system, without further notice.

You understand that the Game, and the system specifications necessary to play the Game, may continuously evolve over time as the result of patches and updates to the Game. The Licensor reserves the right to modify or increase the system specifications necessary to play the Game at any time and without notice. You are responsible for purchasing any necessary additional technology, systems, or services in order to access and play the Game.

2. Information Collection & Usage

By installing and using the Game, you consent to these information collection and usage terms, including (where applicable) transfer of data to Licensor and affiliated companies into a country outside of your home jurisdiction and consent to and accept the terms of the Licensor's Privacy Policy <http://www.SingleStepGames.com>. If you connect to the Internet when using the Game, Licensor may receive information from hardware manufacturers or platform hosts (such as HTC or Valve) and may automatically collect certain information from your computer or gaming unit. This information may include, but is not limited to, user IDs (such as gamer tags and screen names), game scores, game achievements, game performance, locations visited, hardware MAC address, internet protocol address, and your usage of various game features. All information collected by Licensor is intended to be anonymous information that does not disclose your identity or constitute personal information, however, if you include personal information (such as your real name) in your user ID used with our platform hosts, then such personal information may automatically be transmitted to Licensor and used as described herein.

The information collected by Licensor may be posted by Licensor on publicly-accessible web sites, shared with hardware manufacturers, shared with platform hosts, shared with Licensor's marketing partners, or used by Licensor for any other lawful purpose. By using the Game, you consent to the Licensor's use of related data, including public display of your data, such as identification of your user created content or displaying your scores, ranking, achievements, and other gameplay data. If you do not want your information shared in this manner, then you should not use the Game.

3. Limitations of Liability

1. Disclaimer of Liability

NONE OF LICENSOR, LICENSOR'S THIRD PARTY SERVICE PROVIDERS, NOR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING ANY CONTENT OR SERVICES CONTAINED IN THE GAME, NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS (COLLECTIVELY, THE "**LICENSOR PARTIES**") MAKE ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THAT THE GAME WILL BE UNINTERRUPTED OR ERROR FREE, AS TO THE ACCURACY,

RELIABILITY, QUALITY, OR CONTENT OF ANY INFORMATION OR MATERIALS INCLUDED IN THE GAME OR IN RESPECT OF THE GAMES FITNESS FOR ANY INTENDED PURPOSE.

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4. Health and Safety Precautions

The below should be reviewed before use of the Game. If the Game will be used by children, this information should be read and explained to them by an adult. Failing to review the below health and safety precautions may cause damage to property, injury or death.

1. Children

The Game should not be used by children under the age of 13, as this is a critical period in visual development. Adults should monitor children (age 13 and older) who are using or have used the Game for any of the symptoms described above, and should limit the time children spend using the Game and ensure that they take breaks during use. Prolonged use should be avoided, as it could negatively impact hand-eye coordination, balance, and multi-tasking ability. Adults should monitor children closely during and after use of the Game for any decrease in these abilities.

2. Epileptic Seizure Warning

Please note that certain people are susceptible to epileptic seizures or loss of consciousness when exposed to certain flashing lights or light patterns, even if they have never experienced epileptic symptoms or been previously diagnosed with epilepsy. Such people may have a seizure while watching certain images on screens, including virtual reality headsets, or playing certain video games, including the Game. If you or anyone in your family has ever had symptoms related to epilepsy (seizures or loss of consciousness in particular) when exposed to flashing lights, you should consult your doctor prior to playing the Game. Parents and guardians should watch their children, while playing the Game. Stop playing the Game, and consult a doctor if you or your child has any of the following symptoms:

- Convulsions;
- Eye or muscle twitching;
- Loss of consciousness or awareness;
- Altered vision;
- Involuntary movements; or
- Disorientation.

The Licencor is not liable for any death, injury, or health complications resulting from any epileptic symptoms or conditions, which may occur during or as a result of your use of the Game. To reduce the likelihood of a seizure or epileptic symptoms do not play the Game when tired or need sleep and take 10 or 15 minute breaks every 30 minutes while playing the Game.

3. Motion Sickness

Playing video games (especially virtual reality games), including the Game, may cause motion sickness in some players. If you or your child feels dizzy or nauseous when playing the Game, stop playing and rest. Do not drive, operate heavy machinery or engage in other demanding or strenuous activity until you feel better. To limit the risk of motion sickness while playing the Game, do not use the Game when you are tired, need sleep, are under the influence of alcohol or drugs, are hung-over, have digestive problems, are under emotional stress or anxiety, or when

suffering from cold, flu, headaches, migraines, or earaches or other health issues which may increase your susceptibility to adverse symptoms.

4. Repetitive Motion Injuries and Eyestrain

Playing video games, including the Game, can make your muscles, joints, skin or eyes hurt. To avoid problems such as tendinitis, carpal tunnel syndrome, skin irritation, or eyestrain:

- Avoid excessive play;
- Adults should monitor children for appropriate play;
- Take a 10–15 minute break every 30 minutes while playing the Game;
- If your hands, wrists, arms, eyes, or other parts of your body become tired or sore while playing, or if you feel symptoms such as tingling, numbness, burning or stiffness, stop and rest for several hours before playing again; and
- If you continue to have any of the above symptoms or other discomfort during or after playing the Game, stop playing and consult a doctor.

5. Play Area Precautions

Give yourself plenty of room to play the Game. **Always be aware of your surroundings when playing the Game.** While playing the Game, you will be moving around the play area and using your hands to gesture and control gameplay. Make sure the play area is clear of furniture, objects and other people that could be bumped into during game play. Please ensure that you are not near other people, objects, stairs, balconies, windows, walls, furniture, or other objects that may pose a danger to you or could be damaged during or immediately after using the Game. All objects that may pose tripping hazards, could cause injury or could be damaged as the result of your contact with them while playing the Game should be removed from the play area prior to your or your family members playing the Game. A minimum 6ft by 6ft unobstructed play area is recommended for Users safe enjoyment of the Game. Never handle sharp or dangerous objects while playing the Game.

As the Game is an immersive virtual reality experience, you may not be able to fully see or hear your surroundings while playing the Game, so necessary precautions should be taken to ensure the safety of yourself and those around you, while you or your family members are using the Game. Before playing the Game, please take a moment to ensure that the play area and surrounding space is safe and free of potential hazards. Due to the immersive nature of the Game, sound volumes should be kept at low enough levels that you are able to maintain awareness of your surroundings, while playing the Game and so as not to damage your hearing. Users should not use the Game if their awareness of your surroundings is impaired by lack of sleep, drugs, alcohol, the effects of a hang-over, stress, anxiety, or when suffering from a cold, flu, headaches, migraines, or other illnesses.

The Licensor is not liable for any damage to property, injury or death that may occur as the result of the interactions between you or your family members and people or objects in or around the play area during your use of the Game.

5. Termination

This Agreement will terminate automatically if you fail to comply with its terms and conditions. In such event, you must destroy all copies of the Game and all of its component parts. You can also end this Agreement by destroying the Game and all copies and reproductions of the Game, and deleting and permanently purging the Game from any client server or computer on which it has been installed.

6. Equitable Remedies

You hereby agree that if the terms of this Agreement are not specifically enforced, Licensor will be irreparably damaged, and therefore you agree that Licensor shall be entitled, without bond, other security, proof of damages, to appropriate equitable remedies with respect any of this Agreement, in addition to any other available remedies.

7. Indemnity

You agree to indemnify, defend and hold Licensor, its partners, licensors, affiliates, contractors, officers, directors, employees, and agents harmless from all damages, losses, and expenses arising directly or indirectly from your acts and omissions to act in using the Game pursuant to the terms of the Agreement.

8. General

1. Miscellaneous

This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. It may be amended, modified or deleted by the Licensor at any time in accordance with the terms hereof. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement shall not be affected.

2. Governing Law

This Agreement shall be construed (without regard to conflicts or choice of law principles) under the laws of the Ohio and the federal laws of United States applicable therein. Unless expressly waived by Licensor in writing for the particular instance or contrary to local law, the sole and

exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Columbus, OH. Both parties consent to the jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by applicable Ohio or United States federal. The parties agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to this Agreement or to any dispute or transaction arising out of this Agreement.

3. Complaints or Notices

If you ever have any questions, concerns or complaints regarding this Agreement or the Game, please contact:

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