

SINGLE USE SOFTWARE LICENSE AGREEMENT

READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE PROCEEDING TO INSTALL THE SOFTWARE. BY INSTALLING THE SOFTWARE YOU HAVE AGREED TO BE BOUND BY THE TERMS OF THIS LICENSE. THIS LICENSE AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND SLITHERINE LTD. AND/OR ITS SUBSIDIARIES, AFFILIATES OR SUB LICENSEES.

1. **General.** This software product is copyrighted and is protected by international law. The software and any accompanying documentation or media including this License whether on disk, in read only memory, or in any other form are licensed, not sold, to you by either Slitherine Ltd or Matrix Games Ltd and is for use only under the terms of this License. Slitherine and or Matrix Games reserves all rights not expressly granted to you. The rights granted herein are limited and do not include any patents or intellectual property rights. Slitherine and or Matrix Games expressly retain ownership of the Software itself.
2. **Permitted License Uses and Restrictions.** This License allows you to install and use one copy of the Software on a single computer at a time. This License does not allow the Software to exist on more than one computer at a time, and you may not make the Software available over a network where it could be used by multiple computers at the same time. You may not copy, reproduce, translate, decompile, reverse engineer, disassemble, modify, or create derivative works from the assembled code or any part thereof. The software may contain an Editor that allows purchaser to create new assets, modify existing assets or files or create custom levels, scenarios or other materials for use solely in connection with the existing software ("new materials"). Purchaser is not permitted to use, or allow third parties to use the Editor and/or any new materials created, for any commercial purposes whatsoever, or in any other software, without the express prior written permission of Slitherine and or Matrix Games.
3. **Game Servers.** Use of the software by purchaser on Slitherine or Matrix Games servers is allowed entirely at the discretion of Slitherine and or Matrix games, who at their sole discretion reserve the right to remove, deny or prevent the purchaser from using the Companies servers for any reason whatsoever including unreasonable, abusive or offensive language or behaviour and without consultation or notice.
4. **Transfer.** Purchaser may not rent, lease, lend or sublicense the Software.
5. **Termination.** This License is effective until terminated. Your rights under this License will terminate automatically without notice from Slitherine or Matrix Games if you fail to comply with any term(s) of this License. Upon the termination of this License, you shall cease all use of the Software.
6. **Warranty.** This Software is provided without warranty of any kind, whether express or implied, including warranties of merchantability and fitness for a particular purpose, which are hereby disclaimed. In no event will Slitherine or Matrix Games be liable for any special, incidental, or consequential damages resulting from possession, use, or malfunction of this software product.
7. **Disclaimer.** You expressly acknowledge and agree that use of the software is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort rests

with you. The software is provided "as is"; with all faults and without warranty of any kind, and Slitherine, Matrix Games and their affiliates or licensors hereby disclaim all warranties and conditions with respect to the software, express, implied or statutory. Slitherine and or Matrix Games do not warrant against interference of your enjoyment of the software, nor that the functions contained in the software will meet any requirements, nor that the operation of the software will be uninterrupted or error-free, or that defects in the software will be corrected. No oral or written information or advice given by Slitherine and or Matrix Games or any authorized representative shall create a warranty. Should the software prove defective, you assume the entire cost of all necessary servicing, repair or correction.

8. **Limitation of Liability.** Is restricted to the full extent not prohibited by law, in no event will Slitherine and or Matrix Games be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use the software, however caused, regardless of the theory of liability (contract, tort or otherwise) and even if Slitherine or Matrix Games has been advised of the possibility of such damages. In no event shall Slitherine and or Matrix Games total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount which the purchaser paid for the software or Fifty US Dollars (\$50) whichever is less. The foregoing limitations will apply even if the above stated remedy fails in its essential purpose.
9. **Controlling Law and Severability.** This License will be governed by and construed in accordance with the laws of England and Wales. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force and effect.
10. **Complete Agreement; Governing Language.** This License constitutes the entire agreement between the parties with respect to the use of the Software licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Slitherine and or Matrix Games. Any translation of this License is done for local requirements and in the event of a dispute between the English and any non-English versions; the English version of this License shall govern.