

**ONEXP UK LTD.  
OPEN BETA AGREEMENT**

***Please carefully read this Open Beta Agreement (this "Agreement") before You access the latest version of the computer software for our social deduction video game called IS IT YOU?™ (the "Game") or any related materials of or concerning the Game (collectively, the "Open Beta Materials") that have been developed by OneXP UK Ltd. (hereinafter "OneXP"), which materials are being provided to You and to the other authorized individuals that have been invited to participate in OneXP's open beta test program (the "Open Beta Program"). If You do not agree with all of the terms and conditions of this Agreement, please understand that You will not be authorized to access and use the Open Beta Materials or to otherwise participate in OneXP's Open Beta Program.***

This Agreement sets forth the terms and conditions on which You are being offered the opportunity to establish an authorized account with OneXP regarding our Open Beta Program for the Game (the "Account") that will entitle You to access and use the Open Beta Materials during the Open Beta Program.

By checking the "***I have read and accept the Open Beta Agreement***" checkbox presented to You as a pre-condition to establishing an authorized Account that will entitle you to participate in the Open Beta Program, You are expressly indicating that You accept and that You will comply with all of the terms and conditions set forth in this Agreement.

By checking the "***I am at least 18 years old***" checkbox that also appears as a pre-condition to establishing an authorized Account, You are expressly indicating that You satisfy the minimum age requirement for participating in the Open Beta Program. Additionally, if you are under the age of 18, but are at least thirteen (13) years of age, you may be entitled to establish an authorized Account if (and only if) one of your parents, or an individual who has been legally appointed as your guardian, provides an acknowledgement of acceptance of all of the terms and conditions contained herein by checking the above-referenced checkboxes that are a pre-condition for creating an authorized Account.

***Please understand*** that if you are at least 18 years old, but You choose to not affirmatively "check" both of the above-referenced checkboxes and thereby indicate your acceptance and agreement to comply with all of the terms and conditions set forth in this Agreement, or if You are under the age of 18 (but are at least 13 years of age) and one of your parents (or your legal guardian) does not affirmatively "check" both of the above-referenced checkboxes, then You are not entitled to participate in OneXP's Open Beta Program, nor will You be entitled to access and use any of the Open Beta Materials.

OneXP has designed and is currently developing an online game service that will allow interested individuals the opportunity to access and use the Game and other content materials that are made available by OneXP (collectively, the "OneXP Service"). OneXP is in the process of implementing our Open Beta Program that will permit a

limited number of authorized individuals to have access to the open beta version of the Game and to provide feedback and comments that will be used to assist OneXP in its efforts to design and develop various features, functionalities, and performance capabilities, and to operate and administer, the Game and the OneXP Service.

A. You represent and warrant, as a pre-condition to participating in OneXP's Open Beta Program, that:

- (1) You are 18 years of age (or older);
- (2) You are a lawful resident of the United States (excluding its territories or possessions), Canada, the European Union, or the United Kingdom; and
- (3) You are voluntarily entering into this Agreement of your own volition and without any promise or expectation of receiving any compensation of any kind or nature.

B. You acknowledge and agree that:

- (1) Your participation in the Open Beta Program will commence on the date on which You access any of the Open Beta Materials and will end on the expiration or earlier termination of the Open Beta Program (as determined by OneXP, at its sole discretion);
- (2) Your decision to participate in the Open Beta Program is solely for your own personal enjoyment;
- (3) You are freely entitled to choose to stop participating in the Open Beta Program, at any time, for any reason (or for no reason);
- (4) Your participation in the Open Beta Program does not constitute any form of employment agreement between You and OneXP;
- (5) Your participation in the Open Beta Program does not constitute any form of consulting agreement or independent contractor agreement between You and OneXP;
- (6) OneXP has not requested and does not require that You participate in the Open Beta Program for any particular duration of time (although You may only be able to access and use the Open Beta Materials during certain dates and times, as designated by OneXP at its sole discretion);
- (7) OneXP has not requested and does not expect that You will not participate in

other activities, including any separate, gainful employment, in order to make yourself available to participate in the Open Beta Program;

- (8) OneXP expects that You will only use some of your personal, leisure time to participate in the Open Beta Program;
- (9) OneXP has no obligation to provide You with any hardware device(s) or software product(s) that may be necessary and/or that could facilitate your ability to participate in the Open Beta Program;
- (10) OneXP may, at its sole discretion, at any time during the Open Beta Program, for any reason (or for no reason), terminate your participation in the Open Beta Program without any financial or other obligation or liability to You or to any third party;
- (11) If You choose to establish an Account and become a participant in the Open Beta Program, OneXP will provide You with access to the Open Beta Materials, free of charge, and You shall be entitled to use the Open Beta Materials, but only in accordance with the terms and subject to the conditions of this Agreement, including, without limitation, the General Terms and Conditions set forth below;
- (12) OneXP's provision of the Open Beta Materials to You pursuant to this Agreement constitutes reasonable and sufficient consideration for all of your efforts, activities, undertakings, and performance in furtherance of the Open Beta Program;
- (13) You are not entitled to any rights of authorship or other ownership interest in or otherwise relating to the Game or any of the Open Beta Materials, nor are you entitled to assert or otherwise claim any right, title or interest in or with respect to the Game, the OneXP Service, or any of the Open Beta Materials (or any portion or derivative of any of the foregoing);
- (14) OneXP has not made any representation, covenant, guarantee or promise of any kind or nature, whether express or implied, regarding any monetary compensation or other form of consideration in exchange for You participating in the Open Beta Program; and
- (15) Your participation in the Open Beta Program does not entitle You to receive any monetary compensation or other remuneration of any kind or nature from OneXP or any of its affiliates.

### **General Terms and Conditions**

In consideration of the representations and acknowledgments set forth above, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, You hereby agree to all of the provisions contained in this Open Beta Agreement, including, without limitation, the General Terms and Conditions set forth below:

1. **LICENSE GRANT.** Provided that You are authorized to establish an Account with OneXP and receive access to the Open Beta Materials, OneXP hereby grants to You a personal, revocable, limited right to use the Open Beta Materials on computing devices that are personally owned by You solely for the purpose of testing and evaluating the Open Beta Materials during the Open Beta Program, and only in accordance with the terms and subject to the conditions of this Agreement, including, without limitation, the Schedules, attached hereto.

## 2. RIGHTS AND RESTRICTIONS

(a) **Reservation of Rights.** The Game, the OneXP Service, and the Open Beta Materials embody and incorporate various intellectual property rights, that include, without limitation, copyrights, patents, trademarks, trade secrets, and other intellectual property rights and other proprietary rights (collectively, "Intellectual Property Rights") that are owned or otherwise controlled by OneXP. Certain portions of the Open Beta Materials are protected by U.S. and foreign copyright and trademark laws, and international copyright and trademark treaties, as well as by other statutes, laws, treaties, directives, regulations and rules applicable to Intellectual Property Rights. The Game, the OneXP Service, and the Open Beta Materials are and shall be licensed to You and none of the foregoing are being sold or are otherwise being transferred to You. OneXP and its respective licensors (as may be applicable) retain all rights, title and interests in and to the computer software and all other materials comprising the Game., the OneXP Service and/or the Open Beta Materials (as applicable), including, without limitation, all Intellectual Property Rights in or relating to any or all of the foregoing. Any and all rights not expressly granted to You pursuant to Section 1 of these General Terms and Conditions are hereby expressly reserved by OneXP and its respective licensors (as may be applicable).

(b) **Personal Use.** You are authorized to use the Open Beta Materials on your own personal computing devices for your exclusive use and enjoyment. The Open Beta Materials may not be distributed, shared or otherwise disclosed to any third party, nor used by You simultaneously on more than one computing device at any time.

(c) **No Sharing of Your Account.** YOU DO NOT HAVE THE RIGHT TO SHARE YOUR AUTHORIZED ACCOUNT WITH ANY THIRD PARTY. NOTWITHSTANDING SUCH RESTRICTION, THE PROVISIONS OF THIS AGREEMENT SHALL BE APPLICABLE TO ANYONE THAT YOU ALLOW TO USE YOUR AUTHORIZED ACCOUNT, AND YOU ACKNOWLEDGE AND AGREE THAT YOU ARE PERSONALLY RESPONSIBLE FOR THE CONSEQUENCES AND DAMAGES (IF ANY) THAT MAY RESULT IF ANYONE USING YOUR AUTHORIZED ACCOUNT VIOLATES ANY OF THE TERMS OR CONDITIONS CONTAINED HEREIN.

(d) **No Copies.** You do not have the right to make any copies of the Game or of any of the Open Beta Materials. You must not conceal or remove the copyright notice, the trademark notice, and/or any other proprietary rights notice(s) that appear on or

within the Game or any of the Open Beta Materials. You acknowledge and agree that You will use your best efforts to safeguard the Game, the OneXP Service and the Open Beta Materials, and to prevent any unauthorized access, copying, and/or use of the Game, the OneXP Service, and/or the Open Beta Materials (or any portion or derivative of any of the foregoing).

(e) No Reverse Engineering. You do not have the right to adapt or otherwise modify, create any derivative work, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code from, the Game, the OneXP Service, or any of the Open Beta Materials (or any portion of any of the foregoing).

(f) No Rental. You do not have the right to publicly display, publicly perform, rent, lease, loan, license or sublicense the Game, the OneXP Service, or any of the Open Beta Materials (or any portion or derivative of any of the foregoing), or to transfer, distribute, disseminate, or otherwise provide any third party with access to and the opportunity to use the Game, the OneXP Service, or any of the Open Beta Materials (or any portion or derivative of any of the foregoing) except in accordance with the terms and subject to the conditions that are adopted by OneXP, at its sole discretion, with respect to public postings on and as part of the OneXP Service and/or on third-party social media platforms that are authorized by OneXP (e.g., YouTube, etc.) of your online activities while playing the Game and interactions with other gamers. Please carefully read Schedule 3, attached hereto, for additional information regarding public display of the Licensed Fan Kit Materials (as defined below).

(g) Component Parts. The Game, the OneXP Service, and the Open Beta Materials are licensed for use by You as a single, integrated collection of product(s) and service(s). The Game and the various parts of the OneXP Service and the Open Beta Materials, respectively, may not be separated for use in any other application or for any other purpose. You do not have the right to use the Game, the OneXP Service, or the Open Beta Materials (or any portion or derivative of any of the foregoing), including, without limitation, any of the artwork, designs, characters, and/or other copyrighted materials, trade names, trademarks, service marks, or logos of OneXP or any of its affiliates or licensors: (i) to advertise, market, publicize, promote or solicit orders for any product(s) or service(s); (ii) in any advertising, marketing, publicity, or promotional activities on any website(s) or webpage(s); or (iii) in any manner other than in strict conformance with the terms and conditions of this Open Beta Agreement.

(h) Updates. OneXP may from time to time, at its sole discretion, make an update or other such revised version of the Game, or the OneXP Service, or any of the Open Beta Materials (each an "Update") available and, in such event, OneXP will notify You of the applicable terms and conditions for receiving any such Update, which may require You to return or otherwise cease using certain components of the previous version of the affected Open Beta Materials prior to receiving the applicable Update.

(i) Export Regulations. You must not export the Game, the OneXP Service, or the Open Beta Materials (or any portion or derivative of any of the foregoing) in violation of the export control laws of the United States of America.

(j) Support Services. OneXP may from time to time, at its sole discretion, provide You with such support services (if any) relating to the Game, the OneXP

Service, and/or the Open Beta Materials as OneXP deems appropriate (collectively, the "Support Services"), which may include an e-mail address and/or private message board for You to send any questions and/or comments regarding the Game, the OneXP Service, and/or the Open Beta Materials. Your use of any such Support Services shall be subject to OneXP's applicable policies, procedures and programs as may be described in the supporting documentation materials regarding the Game, the OneXP Service, and/or the Open Beta Materials (as may be applicable), in "online" documentation materials (as may be applicable), and/or in such other materials (if and to the extent applicable) as are disseminated by OneXP, at its sole discretion. Any additional or supplemental software and/or other materials that are provided by OneXP as part of its Support Services shall be considered part of the Open Beta Materials for all intents and purposes and shall be governed by the provisions of this Agreement. OneXP does not make any representations or warranties as to the accuracy of any statements or advice that may be provided to You as part of the Support Services (e.g., in response to your e-mail communications, message board postings, etc.).

### 3. TESTING AND EVALUATION

(a) Testing Obligations. You acknowledge and agree that You will perform the following obligations in connection with OneXP's Open Beta Program: (i) to test and evaluate the Game, the OneXP Service, and the Open Beta Materials, and the audiovisual content, features, functionality, capabilities, operation and performance of the Game and the OneXP Service (as applicable); (ii) to comply with OneXP's reasonable requests from time to time during the Open Beta Program regarding the testing and evaluation of specific aspects of the Game, the OneXP Service, and/or the Open Beta Materials; and (iii) to provide OneXP with your comments, feedback, evaluations, analyses, suggestions and recommendations regarding the Game, the OneXP Service, and/or the Open Beta Materials, including, but not limited to, bug reports and testing results, which will be provided by You in such formats and media (e.g., email, text messages, entries on message boards, voice mail, phone calls, etc.) as reasonably requested by OneXP (collectively, "Feedback").

(b) Feedback. YOU ACKNOWLEDGE AND AGREE THAT, AS BETWEEN YOU AND ONEXP, ALL OF YOUR FEEDBACK IS AND SHALL BE THE SOLE AND EXCLUSIVE PROPERTY OF ONEXP FOR ALL INTENTS AND PURPOSES, AND YOU HEREBY IRREVOCABLY ASSIGN TO ONEXP ALL OF YOUR RIGHTS, TITLE AND INTERESTS IN AND TO YOUR FEEDBACK, INCLUDING, WITHOUT LIMITATION, ANY AND ALL INTELLECTUAL PROPERTY RIGHTS RELATING THERETO. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, YOU AGREE THAT ONEXP AND ITS AFFILIATES, LICENSEES, SUCCESSORS AND ASSIGNS SHALL HAVE THE IRREVOCABLE AND PERPETUAL RIGHT TO REPRODUCE, MODIFY, PREPARE DERIVATIVE WORKS, PUBLICLY DISPLAY, PUBLICLY PERFORM, AND OTHERWISE USE AND EXPLOIT, ALL OF YOUR FEEDBACK (AND ANY PORTIONS OR DERIVATIVES THEREOF) IN ANY MANNER NOW KNOWN OR HEREAFTER DEVISED FOR ITS/THEIR RESPECTIVE BUSINESS PURPOSES, INCLUDING, BUT NOT LIMITED TO, THE DEVELOPMENT OF ANY PRODUCT(S) OR SERVICE(S), WITHOUT ANY COMPENSATION OR THE PROVISION OF ANY DEVELOPMENT CREDIT TO YOU.

(c) Waiver of Rights Regarding Feedback. In the event and to the extent that the foregoing assignment of rights should be ineffective with respect to any element or portion of the Feedback, You hereby waive any and all of your rights or interests in and with respect to your Feedback, including, without limitation, any rights for any compensation or other remuneration of any kind or nature, and any rights for any creative credit or other attribution right regarding your Feedback.

(d) Personally Identifiable Information. As a condition to receiving and being authorized to test and evaluate the Game, the OneXP Service, and the Open Beta Materials, You may be required to provide OneXP with certain personally identifiable information regarding yourself (e.g., your name, email address, etc.) and regarding your computing devices and network connection (e.g., IP address, computer CPU, graphics card, stability of Internet connectivity, latency, etc.) and related data and information (collectively, "System and Connection Information"). Some System and Connection Information will likely be collected by means of "cookies," which are small files that can identify a user's computer and allow the collection of certain information regarding authorized users' log-in sessions and use of the Game, the OneXP Service, and/or the Open Beta Materials. System and Connection Information will also likely be collected in the form of "log files," which record website activities and collect data regarding authorized users' web-browsing activities (e.g., how many "hits" a particular webpage has received, etc.) and by means of small OneXP-proprietary programs that enable OneXP personnel to collect information regarding authorized users' computer systems, including performance issues relating to particular hardware devices, memory size, operating systems, versions of relevant plug-ins (e.g., Java and Flash), location, session quality (e.g., frame rate, audio and video quality), etc. OneXP's collection, retention and use of any System and Connection Information shall be subject to OneXP's privacy policy, as posted on <https://isityou.gg/pdf/iyy-privacy-policy.pdf> (the "Privacy Policy"), which policy may be amended by OneXP, at its sole discretion, at any time or from time to time, both during and after the term of the Open Beta Program. You acknowledge and agree, as a pre-condition to participating in the Open Beta Program, that OneXP will be entitled to collect System and Connection Information throughout the duration of the Open Beta Program, and to retain and otherwise use and exploit any and all such System and Connection Information resulting from your participation in the Open Beta Program, both during and after the term of the Open Beta Program, without any liability or obligation to you or any third party.

You acknowledge and agree that your communications with representatives of OneXP and/or with other participants in the Open Beta Program (e.g., via email, message boards, online chats, etc.) are public communications and that You have no expectation of privacy relating to your Feedback and your use of the Game, the OneXP Service, and/or the Open Beta Materials, and You further agree that OneXP shall be freely entitled to monitor, record, disclose, and otherwise use and exploit, directly and indirectly, any and all of such communications and related content, all of which shall be deemed to be Feedback (as defined above).

(e) Reporting Bugs. It is your responsibility to report to OneXP any and all bugs, defects, problems, programmer signatures, "Easter eggs", and other unauthorized content or undocumented "features" within the Game, the OneXP Service, and/or the Open Beta Materials (collectively, "Bugs"), as well as any individual's unauthorized use or abuse of any Bugs, as soon as You have personal knowledge and/or otherwise become aware of such facts. If You know about and/or have information regarding any specific Bug and fail to report such information to OneXP, such conduct is contrary to your obligations under this Open Beta Agreement and You acknowledge and agree that the failure to report any Bug of which You have knowledge shall entitle OneXP to terminate your participation in the Open Beta Program.

(f) Cessation of Use of Open Beta Materials. At the end of the Open Beta

Program and/or promptly following OneXP's request at any time during the Open Beta Program, You shall thereupon cease accessing and using the Game, the OneXP Service, and any and all of the Open Beta Materials, which were previously made available to You pursuant to this Agreement. You acknowledge and agree that the expiration or earlier termination of the Open Beta Program and your compliance with the obligation to cease accessing and using the Game, the OneXP Service and the Open Beta Materials in accordance with the provisions of this Subsection shall not affect your obligations to continue to safeguard and protect the Confidential Information disclosed to You by OneXP in furtherance of this Agreement.

(g) Additional Terms and Conditions. You acknowledge and agree that your participation in this Open Beta Program and your right to have access to and to use the Game, the OneXP Service, and the Open Beta Materials are and shall be governed by the provisions of this Agreement and any additional terms and conditions regarding your participation (e.g., code of conduct, end user license agreement, etc.) that You choose to accept, and agree to comply with, during your registration in this Open Beta Program, or in connection with the formation of your authorized Account, and/or during the process of accessing the Game, the OneXP Service, and/or any of the Open Beta Materials.

#### 4. CONFIDENTIALITY

(a) Confidential Information. The term "Confidential Information," as used herein, shall mean (i) any and all information contained within and/or otherwise relating to the Game, the OneXP Service, and/or the Open Beta Materials, including, without limitation, information relating to the audiovisual content, features, functionality, capabilities, operation and performance of the Game, the OneXP Service, and/or the Open Beta Materials; (ii) your Feedback; (iii) any other comments or other such feedback communicated by any other individual(s) who participate in the Open Beta Program; (iv) any other comments or other such feedback communicated by any employee(s) or representative(s) of OneXP or any of its affiliates; (v) the existence and terms and conditions of this Agreement, and (vi) any and all information relating to any of the existing, planned or contemplated products, services, activities, or business operations of OneXP or any of its affiliates. Without limiting the generality of the foregoing, examples of the types of information that are included in the term "Confidential Information" are set forth in Schedule 2, attached hereto.

(b) Confidentiality Obligations. You shall use best efforts to safeguard the Confidential Information and to prevent any unauthorized access, copying, disclosure, or use of the Confidential Information by any third party. You must not disclose, transmit, share, post online, distribute, disseminate, or otherwise make available, directly or indirectly, any Confidential Information to any third party except in the event (and solely to the extent) expressly authorized in writing by OneXP, at its sole discretion. Your obligation to safeguard OneXP's Confidential Information, including, without limitation, the Game and the Open Beta Materials, will continue until OneXP commercially launches the Game as part of the OneXP Service or until such time as OneXP otherwise elects, at its sole discretion, to disclose any particular Confidential Information to the public.

(c) Permitted Disclosures. Notwithstanding the foregoing, You may disclose

Confidential Information in accordance with a validly issued judicial or governmental order, provided that You (i) seek to maintain the confidentiality of such information by asserting any applicable privileges and/or restrictions available to You; (ii) give OneXP prompt written notice of the existence of such disclosure order so that OneXP has a meaningful opportunity to seek an appropriate protective order or other such remedy prior to the date of any required disclosure; (iii) provide OneXP with reasonable cooperation and assistance in opposing such required disclosure and/or seeking an appropriate protective order or other such remedy regarding the affected Confidential Information; and (iv) disclose only such portion of the Confidential Information as is consented to by OneXP or that is required by the applicable court or agency (subject to any protective order or other such remedy as may be obtained by OneXP).

## 5. YOUR REPRESENTATIONS AND WARRANTIES

You or, if applicable, your parent or legal guardian, represent and warrant that (i) You have (or your parent or legal guardian, if applicable, has) the right to enter into this Agreement and to assign and grant all of the various rights and interests, respectively, as set forth in this Agreement, including all rights and interests with respect to the Feedback provided by You in furtherance of this Agreement; (ii) the Feedback that You provide will be your original work and will not infringe upon any third-party Intellectual Property Rights; and (iii) You shall not make any false statements to anyone about OneXP (or any of its affiliates or licensors), the Open Beta Program, other participants in the Open Beta Program, or regarding any of OneXP's existing or planned services or products, including, without limitation, the Game, the OneXP Service, and/or the Open Beta Materials.

## 6. NO WARRANTIES; NO LIABILITY FOR DAMAGES

(a) No Warranty. YOU ACKNOWLEDGE THAT THE OPEN BETA MATERIALS AND YOUR ACCESS TO AND USE OF THE OPEN BETA VERSION OF THE GAME AND THE OPEN BETA MATERIALS THAT ARE BEING MADE ACCESSIBLE TO YOU PURSUANT TO THIS AGREEMENT ARE NOT THE FINAL VERSIONS OF SUCH PRODUCT(S) AND SERVICE(S) AND MAY CONTAIN ERRORS AND OTHER DEFECTS THAT MAY OR MAY NOT BE DISCERNIBLE. ALL OF THE OPEN BETA MATERIALS AND YOUR ACCESS TO THE OPEN BETA VERSION OF THE GAME AND THE ONEXP SERVICE ARE BEING PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NONINFRINGEMENT. YOU HEREBY ACKNOWLEDGE AND AGREE THAT ONEXP HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF ANY STATEMENTS OR ADVICE PROVIDED IN RESPONSE TO YOUR COMMUNICATIONS RELATING TO THE OPEN BETA PROGRAM (E.G., E-MAILS, MESSAGE BOARD POSTINGS, ETC.). YOU FURTHER AGREE THAT NEITHER ONEXP NOR ANY OF ITS AFFILIATES, LICENSORS, SUCCESSORS OR ASSIGNS HAVE ANY OBLIGATION TO MAKE THE GAME, THE OPEN BETA MATERIALS, AND/OR THE ONEXP SERVICE (OR ANY PORTION OR DERIVATIVE OF ANY OF THE FOREGOING) AVAILABLE FOR USE FOLLOWING THE CONCLUSION OR EARLIER TERMINATION OF THE OPEN BETA PROGRAM (WHETHER WITH OR WITHOUT CHARGE OR FOR ANY PARTICULAR PERIOD OF TIME).

(b) No Liability For Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ONEXP AND ITS AFFILIATES SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CAUSES OF ACTION ARISING OUT OF THE USE OF OR INABILITY TO USE THE GAME, THE ONEXP SERVICE, THE OPEN BETA MATERIALS, OR OTHERWISE WITH RESPECT TO THIS AGREEMENT, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), CONTRACT, OR OTHERWISE, WHETHER OR NOT YOU HAVE ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE, AND YOU HEREBY ASSUME ALL

RISKS AS TO THE QUALITY, PERFORMANCE, OPERATION OF, AND/OR ANY INABILITY TO USE, THE GAME, THE ONEXP SERVICE, AND/OR THE OPEN BETA MATERIALS. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ONEXP AND/OR ANY OF ITS AFFILIATES, SUCCESSORS OR ASSIGNS TO YOU UNDER THIS AGREEMENT EXCEED THE SUM OF FIFTY U.S. DOLLARS (US\$50.00).

(c) Test Environment. You acknowledge that the computer programs and related content materials that are part of the Open Beta Materials and your access to the Open Beta version of the Game and the OneXP Service as provided to you hereunder will all be running and operating in a test environment configuration, and, accordingly, all of the attributes and statistics of gameplay, including, without limitation, any character-related data, gameplay statistics, and other digital goods, artifacts, and values (or other such indicators) of character rank, class or status, that relate to your gameplay during the Open Beta Program may be erased, deleted, modified, and/or otherwise used by OneXP, at its sole discretion, at any time, both during and after the conclusion of the Open Beta Program, without any obligation or liability to You or to any third party.

7. **TERM OF AGREEMENT; TERMINATION.** You may, at any time and for any reason (or for no reason), terminate your participation in the Open Beta Program by providing written or emailed notice to OneXP. Similarly, OneXP may terminate your participation in the Open Beta Program and the term of the limited license expressly granted to You pursuant to this Open Beta Agreement, at OneXP's sole discretion, at any time and for any reason (or for no reason), by providing written or emailed notice to You. In addition, if You violate any of the terms or conditions set forth in this Agreement or in the Code of Conduct set forth in Schedule 1, attached hereto, OneXP, at its sole discretion, may suspend or terminate your access to the Open Beta Program and/or may elect to terminate this Agreement, by providing written or emailed notice to You, as well as initiate any legal remedies that may be available to OneXP hereunder or otherwise at law or in equity.

(a) Continuing Effectiveness. The termination of the Open Beta Program, or the termination of your participation in the Open Beta Program, shall not modify or otherwise affect the continued effectiveness of the particular Sections referenced in Section 11(e), below.

(b) Termination of License Rights. Upon the conclusion of the Open Beta Program (as determined by OneXP, at its sole discretion) or any termination of your participation in the Open Beta Program, for any reason or for the convenience of either You or OneXP, the limited license and related rights granted to You pursuant to Section 1 of these General Terms and Conditions shall thereupon terminate without any further action being required of either of the parties.

(c) No Prejudice. Termination of this Agreement shall be without prejudice to any rights or remedies which either party may otherwise have against the other party.

8. **INDEMNIFICATION.** You agree to indemnify, defend, and hold OneXP and its affiliates, successors and assigns harmless from and against all claims, losses, liabilities, damages, costs and expenses (including, without limitation, reasonable fees for attorneys and expert witnesses) which result from any breach or alleged breach of any of your representations, warranties, covenants or obligations set forth in this Agreement. Additionally, and separately, You hereby irrevocably release OneXP and its

affiliates, successors and assigns, and their respective officers, directors, employees, agents and representatives, from and against any and all claims, losses, liabilities, damages, costs and expenses (including, without limitation, reasonable fees for attorneys and other professionals) which result from or arise out of your participation in the Open Beta Program and your use or inability to use the Game, the OneXP Service, and/or the Open Beta Materials.

9. **INJUNCTIVE RELIEF.** You acknowledge that a breach or threatened breach of your obligations as set forth in Sections 1-5 of the General Terms and Conditions of this Agreement would foreseeably cause irreparable injury to OneXP, for which monetary damages would be an inadequate remedy, and You agree that OneXP shall be entitled to the immediate *ex parte* issuance of injunctive relief, without bond or other form of surety, to enjoin and/or otherwise prevent any such breach or threatened breach. Nothing in this Section 9 shall be prevent OneXP from pursuing any other remedies available to it hereunder or otherwise at law or in equity, including the recovery of monetary damages from You, and any and all such remedies shall be deemed to be cumulative.

10. **ADDITIONAL DOCUMENTS.** To the extent that any of the rights herein assigned by You to OneXP cannot presently be assigned under applicable law, You irrevocably agree to assign such rights at such time (or times) as the affected rights are capable of being assigned by You. You further agree, upon OneXP's request, to execute such additional documents and to perform such further acts as are necessary or that may be deemed desirable by OneXP to confirm, perfect, register, and/or enforce any of OneXP's rights, title and/or interests in and to the Game, the OneXP Service, and the Open Beta Materials (and any portions and derivatives of any of the foregoing), including, without limitation, by signing a copyright assignment using such form of assignment as is designated by OneXP, at its sole discretion. In the event that You refuse or otherwise fail to timely execute any such document as is requested by OneXP, You hereby appoint OneXP as your attorney-in-fact (which appointment is coupled with an interest and is therefore irrevocable) to act in your behalf and to execute, submit, file, and record any and all such documents. The rights granted, assigned and/or to be assigned by You pursuant to this Agreement shall remain in effect in perpetuity and are expressly granted for, and are applicable to, the entire universe, and, as set forth above, no monetary compensation or other form of remuneration shall be paid or shall be payable to You at any time in connection with any exercise of such rights by OneXP or any of its affiliates, licensees, successors, and/or assigns.

#### 11. MISCELLANEOUS

(a) **Independent Contractors.** Each of the parties shall be operating as independent contractors in fulfilling their respective obligations hereunder. Nothing contained herein shall in any way constitute any association, partnership or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party shall have the right, power or authority to make any representation or warranty (whether express or implied), or to assume or create any obligation on behalf of the other party, or to bind the other party in any manner whatsoever.

(b) **No Assignment.** Because OneXP has entered into this Agreement upon the

basis of your unique talents and particular capabilities, You may not assign or otherwise transfer this Agreement or assign or sublicense any of the rights granted to You hereunder, nor subcontract or otherwise delegate any of your obligations under this Agreement, to any third party without the prior written consent of OneXP. Any attempted or purported assignment, transfer, sublicense, subcontract, or delegation without OneXP's consent having first been obtained shall be null and void and a material breach of this Agreement. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

(c) Governing Law; Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of California (excluding that body of law related to choice of laws) and of the United States of America. Any action or proceeding brought to enforce the terms of this Agreement or to adjudicate any dispute arising out of this Agreement or relating in any manner to your participation in the Open Beta Program or your use or inability to use the Game, the OneXP Service, and/or any of the Open Beta Materials shall be brought in County of Los Angeles, California (if under State law) or the Central District of California (if under Federal law). Each of the parties hereby submits itself to the exclusive jurisdiction and venue of such courts for purposes of any such action or proceeding. Notwithstanding the foregoing, OneXP shall be entitled to the issuance of appropriate equitable relief regarding your breach or alleged breach of this Agreement in any court of competent jurisdiction in any county, state or country in which such breach or alleged breach occurs.

(d) Severability. If any provision of this Agreement (or part thereof) is determined by a court of competent jurisdiction to be void, invalid or otherwise unenforceable, such provision (or part thereof) shall be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, shall be deemed to be deleted from this Agreement, while the remainder of this Agreement shall continue in full force and remain in effect according to its stated terms and conditions.

(e) Continuing Rights and Obligations. Notwithstanding the termination of this Agreement and/or the termination of your participation in the Open Beta Program, the parties' rights and obligations under the provisions of Sections 2, 3(b), 3(c), 3(d), 3(f), 4, 5, 6, 8, 9, 10 and 11 shall remain in effect.

(f) Entire Agreement. This Agreement, together with all Schedules attached hereto and/or referenced herein (including, without limitation, OneXP's Open Beta Program terms and conditions of participation, Privacy Policy, and Terms of Service, all of which are incorporated herein by this reference), constitutes the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, correspondence and understandings between the parties, both oral and written.

(g) Waiver. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power, or remedy. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. Any waiver by either party of any provision of this Agreement shall not be construed as a waiver of any other provision of this Agreement, nor shall such waiver operate as or be construed

as a waiver of such provision respecting any future event or circumstance.

(h) Modification. No modification or amendment of any provision hereof shall be effective unless in writing and signed by both of the parties.

(i) Headings. The headings of the Sections and subsections of this Agreement are for convenience of reference only and shall not be of any effect in construing the meanings of any Section or provision of this Agreement.

## Schedule 1

### OPEN BETA PROGRAM CODE OF CONDUCT

1. Your role as an authorized participant in our open beta program is not just an opportunity to play video games for “free.” We need your comments, suggestions, feedback and recommendations regarding the design, operation and functionality of or concerning the Game and/or the OneXP Service. You and all of the other individuals who are invited to participate in the Open Beta Program will be helping us in our efforts to complete the development of the Game and the OneXP Service. If You are requested by any of OneXP’s employees or other personnel to help test any particular aspect of the Game or the OneXP Service, You will be expected to cooperate and assist us with such request. Please understand that your failure or refusal to provide such cooperation and assistance may result in the termination of your participation in the Open Beta Program.

2. OneXP’s employees and other personnel will act professionally and will treat You with common courtesy while You are participating in the Open Beta Program. Similarly, You must also act in a polite and courteous manner whenever You access and use the Game and during your participation in the Open Beta Program.

3. You must not be disrespectful, rude, argumentative, aggressive, hostile, discourteous, or otherwise act in an impolite manner to any of the other individuals with whom You come in contact (whether employees of OneXP or not) while using the Game and during your participation in the Open Beta Program. You must not use vulgar expressions or offensive language while You are participating in the Open Beta Program. Please understand that any rude or abusive conduct or verbal harassment, of any type or in any manner (e.g., user names, character names, emails, message board postings, public comments, etc.) will not be tolerated.

4. Many people will be participating in the Open Beta Program. Accordingly, there will likely be many different opinions regarding various aspects of the Game and the OneXP Service that are thought to be “good” or “not particularly good,” respectively. Each individual’s personal opinions should be respected (irrespective of whether anyone believes that some particular aspect or element of the Game or the OneXP Service is good or not), and no individual should be verbally attacked or abused. Each individual’s opinions, suggestions, feedback, recommendations, and constructive criticism are potentially valuable to OneXP at this stage of development of the Game and the OneXP

Service.

5. When You communicate with OneXP's employees or other personnel (whether by means of email, postings, bulletin boards, chats, conferences, or any other methods of communication), please try to be as helpful as possible. Repeat any relevant facts as clearly and accurately as you can and without any emotionally-charged phrases. Reasonably detailed factual statements (both good and bad) will be helpful to us. Being disrespectful or merely criticizing some aspect or element of the OneXP Service with a one-line comment (e.g., "this sucks ...") will not be very helpful. If You like something that You encounter, please tell us *why* You like it. If You believe that the Game or the OneXP Service could be improved, or if You don't like something about the OneXP Service, please provide as much factual information that You believe could be important for us to consider.

6. Please remember your confidentiality obligations (as set forth in Section 4 of the General Terms and Conditions of this Open Beta Agreement to which this Schedule is attached). Because of the extraordinary investment that OneXP and its affiliates are making in designing and developing the Game, the OneXP Service, and the Open Beta Materials, it is very important that You help us maintain the "confidential" nature of the OneXP Service until such time as OneXP commercially launches the Game and the OneXP Service (or until such time as OneXP elects to disclose any particular information relating to the Game and/or the OneXP Service). Once OneXP commercially releases the Game as part of the OneXP Service, You may disclose your thoughts and opinions regarding any non-confidential aspects or elements of the Game and/or the OneXP Service, but You must continue to honor your obligations to maintain the secrecy of OneXP's "Confidential Information" (as such term is defined in Section 4 of the General Terms and Conditions of this Open Beta Agreement).

7. Certain personal information that You disclose during your use of the Game during the Open Beta Program (e.g., online postings, chat messages, etc.) may be seen by others and could result in unsolicited communications or be used by others with or without your consent. We strongly recommend that You should not disclose personal information about yourself in your communications during your participation in the Open Beta Program. Please understand that OneXP shall have no responsibility or liability to You or to any third party in connection with any information that You elect to communicate to any other individual(s) who are involved with the Open Beta Program.

8. An important aspect of being authorized to have early access to the Game as part of the OneXP Service is the obligation to report to OneXP any errors, defects and/or problems (collectively, "Bugs") that you encounter during the Open Beta Program. The existence of Bugs may adversely affect and could foreseeably delay the commercial launch of the Game or of other elements or aspects of the OneXP Service. Taking advantage of a Bug (aka, "abusing a Bug") while You are participating in the Open Beta Program will not be tolerated. If You have knowledge of a Bug and yet You fail to report such Bug to OneXP, You will be treated no differently from one who deliberately abuses a Bug, and OneXP reserves the right to lock-out anyone participating in the Open Beta Program who abuses a Bug that exists in the commercial version of the Game or the OneXP Service, and/or that exists in any derivative product or service that may be produced by or for OneXP or any of its affiliates, successors or assigns.

9. You must not represent yourself to be an employee, officer, director, agent, representative, contractor, subcontractor, or otherwise being connected with OneXP or any of its affiliates, and OneXP expressly reserves the right, at its sole discretion, to lock-out any individuals that participate in the Open Beta Program who misrepresent their relationship with OneXP from the commercial version of the Game or the OneXP Service, and/or from any derivative product or service that may be produced by or for OneXP or any of its affiliates, successors or assigns.

10. In the event that You engage in any unacceptable conduct or communications during your participation in the Open Beta Program, whether within the Game, the OneXP Service, or otherwise, OneXP reserves the right, in its sole discretion, to terminate your access to the Game, the OneXP Service, and the Open Beta Program, immediately and without any requirement to provide any advance notice or to comply with any other procedural formality regarding such termination.

## **Schedule 2**

### **EXAMPLES OF CONFIDENTIAL INFORMATION**

1. Any details or comments regarding the design, timing, or state of development of the Game, the OneXP Service, and/or any of the Open Beta Materials
2. Any details or comments regarding any of the features, functionality, performance, quality or stability of the Game, the OneXP Service, and/or any of the Open Beta Materials
3. Any screenshots, digital images, photos, videos, podcasts, or other representations (in any formats or media) of any portion of the Game, the OneXP Service, and/or any of the Open Beta Materials (other than as expressly authorized by OneXP in writing)
4. Any public comments, blogs or posting of or concerning the Game, the OneXP Service, and/or any of the Open Beta Materials
5. Any information that could be used by any individual(s) who are not authorized to participate in the Open Beta Program to gain access to the Game, the OneXP Service, the Open Beta Program, and/or any of the Open Beta Materials (e.g., internet addresses, passwords, etc.)
6. Any non-public information of or concerning any employees, officers, directors, agents or representatives of OneXP or any of its affiliates (e.g., names, addresses, phone numbers and other contact information, etc.)
7. Any communications, postings, discussions, information, summaries or extracts contained in any email correspondence, message boards or chat room conversations that involve You or to which You have access as a result of your participation in the Open Beta Program

### FAN KIT LICENSE

By clicking on the **"I Accept"** icon (or digital "button") that is displayed on the *IS IT YOU?*<sup>™</sup> website, You are indicating your acceptance and agreement to comply with the terms and conditions set forth in this Schedule 3, all of which are applicable to your authorized display and use of the *IS IT YOU?* artwork and related materials made available by OneXP as part of the *IS IT YOU?* Fan Kit (collectively, the "Licensed Fan Kit Materials").

Please understand that, if You do not affirmatively indicate that You accept all of the terms and conditions of this Schedule 3 (or, if You are 13 years of age or older, but are under the age of 18, and one of your parents, or your legal guardian, declines to affirmatively indicate acceptance of the provisions of this Schedule 3), then You are not authorized to display or otherwise use any of the Licensed Fan Kit Materials.

All rights, title and interests in and relating to the Licensed Fan Kit Materials, including, without limitation, any portions or derivatives of any of the foregoing, are solely and exclusively owned by OneXP UK Ltd., its affiliates and/or licensors (as applicable).

Subject to the pre-condition that You must affirmatively indicate your acceptance and agreement to comply with all of the terms and conditions that are referenced in this Schedule 3, OneXP hereby grants You a personal, non-exclusive, non-assignable, non-sublicensable, revocable, royalty-free license to publicly display and perform the Licensed Fan Kit Materials (or any portion or derivative thereof) solely for non-commercial use (1) on your own *IS IT YOU?* fansite, (2) on the portion of OneXP's *IS IT YOU?* website that features end users' derivative works based on or otherwise derived from the Licensed Fan Kit Materials, and/or (3) on third-party social media platforms that provide publicly accessible posting, sharing and/or distribution of digital photos and videos of interactive entertainment products comparable to OneXP's *IS IT YOU?* video game.

You acknowledge and agree that no ownership interest of any kind or nature in or relating to the Licensed Fan Kit Materials (or regarding any portion or derivative thereof) has been or will be assigned or otherwise transferred to You by OneXP or any of its affiliates or licensors (as applicable).

Please be advised that if You are authorized by OneXP to display and otherwise use the Licensed Fan Kit Materials, you must comply with each of the following requirements:

(1) The Licensed Fan Kit Materials must always be displayed and used by You only for non-commercial purposes. You are not authorized to charge a monetary fee or to request any monetary payment or contribution from anyone who accesses the Licensed Fan Kit Materials (or any portion or derivative thereof) that you make publicly accessible, nor are you entitled to offer any goods or services that contain or display the Licensed Fan Kit Materials (or any portion or derivative thereof) for a monetary payment or other consideration. However, notwithstanding the foregoing, You may monetize content that displays or contains the Licensed Fan Kit Materials (or any portion or derivative thereof)

by means of passive online display on your *IS IT YOU?* fansite or on third-party video sharing platforms (e.g., YouTube, etc.),

- (2) Your display and use of the Licensed Fan Kit Materials (or of any portion or derivative thereof) must not include a link to any advertisement or to any website that contains any of the following types of computer code or content:
- a. Derogatory or inflammatory content
  - b. Unlawful content
  - c. Content that misappropriates or infringes any intellectual property right or other proprietary right (e.g., right of publicity, right of privacy, etc.) of any third party
  - d. Hacks or cheats
  - e. Obscene content
  - f. Other offensive or objectionable content (as determined by OneXP, at its sole discretion)

(3) Your *IS IT YOU?* fansite must not display, contain, provide, support, or otherwise make available any conduct or content that violates OneXP's Terms of Service, Privacy Policy, or any other policy, guideline, standard, or program adopted by OneXP that directly relates to OneXP's "*IS IT YOU?*" video game.

(4) You must not alter, adapt, revise, or otherwise modify the Licensed Fan Kit Materials, except as may be needed to proportionally resize any of the provided materials in connection with the creation of your fansite.

(5) You must not use any other tradenames, trademarks, service marks, or logos that are owned by OneXP or any of our affiliates other than those that are specifically included in the Licensed Fan Kit Materials.

(6) You must not register (or seek to register) or otherwise use any domain name(s) that copy, imitate, or are confusingly similar to, any of the trademarks or service marks that are owned or otherwise controlled by OneXP or any of its affiliates.

(7) Your *IS IT YOU?* fansite must include the following notice: *"This site was created under OneXP's Fan Kit License using materials from OneXP's IS IT YOU? video game. All referenced trademarks and service marks are the property of their respective owners. All characters, environments, and other images and materials from OneXP's IS IT YOU? game are copyrighted and are owned by OneXP. OneXP's IS IT YOU? video game is © ONEXP 2022. All rights reserved. OneXP and its affiliates have not sponsored or otherwise endorsed the creation or operation of this site, and neither OneXP, nor any of its affiliates, have any obligation or liability for any of the content displayed as part of or otherwise used in connection with this site."*

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terminate your right to continue to use the Licensed Fan Kit Materials, at any time, and for any reason or for no reason, at OneXP's sole discretion. In the event that OneXP elects to revoke or otherwise terminate your right to use the Licensed Fan Kit Materials pursuant to OneXP's Fan Kit License, You must remove all of the Licensed Fan Kit Materials (including any and all portions or derivatives thereof) from your fansite promptly following your receipt of notice from OneXP of such revocation or termination.

This Fan Kit License is governed by the laws of the State of California (excluding that body of law relating to choice of laws) and of the United States of America.