



Robo Recall Mod Kit End User License Agreement

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You agree to pay Epic a royalty equal to 5% of all worldwide gross revenue actually attributable to each Product, regardless of whether that revenue is received by you or any other person or legal entity, as follows:

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- b. Gross revenue resulting from any and all in-app purchases, downloadable content, microtransactions, subscriptions, sale, transfer, or exchange of content created by end users for use with a Product, or redemption of virtual currency, either within a Product or made externally but which directly affect the operation of the Product;
- c. Gross revenue from any Kickstarter or other crowdfunding campaign which is directly associated with Product access or in-Product benefit (e.g., in a multi-tiered campaign, if an amount is established in an early tier solely

for Product access, your royalty obligation will apply to that amount for each backer with the same access, but not on additional amounts in higher tiers based on ancillary benefits);

d. Your revenue from in-app advertising and affiliate programs;

e. Revenue from advance payments for a Product (from a publisher or otherwise); and

f. Revenue in any other form actually attributable to a Product (unless excluded below).

However, no royalty is owed on the following forms of revenue:

1. The first \$3,000.00 in gross revenue for each Product per calendar quarter;

2. The first \$5,000,000.00 in gross revenue for each Product from the Oculus Store;

3. Consulting fees or work-for-hire fees which are non-recoupable for services performed using the Licensed Technology (e.g., an architect-created walkthrough simulation or a contractor-developed in-house training simulator);

4. Revenue from a Product which solely relies on the Licensed Technology for production of non-interactive linear media (e.g., broadcast or streamed video files, cartoons, or movies) and which is Distributed in a form that does not contain the Licensed Technology or, in order to deliver, rely on servers running the Licensed Technology;

5. Revenue from a Product which is only Distributed to Engine Licensees (such as through the Marketplace);

6. Revenue from ancillary products which are not software and which do not contain embedded information (such as QR codes) which affects the operation of the Product (e.g., comic books, soundtracks, apparel);

7. Financial winnings generated by awards for the Product;

8. Revenue from donations for a Product which are not tied to Product access or in-Product benefits; and

9. Revenue from interactive amusement park rides which use the Licensed Technology.

The royalty is based on gross revenue from end users, regardless of whether you sell your Product to end users directly, self-publish via the App Store or any similar store, or work with a publisher. The following simplified example illustrates the application of the royalty to gross sales: if your Product earns \$10 on the App Store, Apple may pay you \$7 (having deducted 30% as a distribution fee), but your royalty to Epic would still be 5% of \$10 (or \$0.50).

Royalties that you pay on an advance payment of revenue for a Product that is recoupable by the payer, such as a publisher, may be credited against future royalty payments that you incur under this Agreement for that

Product.

Royalties must be reported and paid on a per-Product basis. The \$3,000 per Product per calendar quarter royalty exemption may not be aggregated across multiple Products.

Within 45 days after the end of each calendar quarter in which a Product earns revenue outside of the above-listed royalty exclusions, you must pay to Epic the full amount of the royalty due for that quarter and send Epic a royalty report on a per Product basis. Detailed information on royalty reporting and payment can be found at unrealengine.com/release.

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6. Payments

Epic reserves the right to charge a 2% late fee, per calendar quarter (compounding), for any amounts unpaid after the required due date.

You are responsible for all taxes on all payments required to be made by you under this Agreement (other than taxes that Epic is obligated to pay on its income, which are Epic's responsibility). If you are required by a government agency to reduce your payment to Epic for any reason, you are required to provide sufficient documentation to Epic supporting the withholding. For questions about withholding taxes or taxes in general, please go to unrealengine.com/contact.

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Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in those states or jurisdictions, the foregoing limitations of liability shall apply only to the full extent permitted by law.

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If you are prohibited by law from entering into the indemnification obligation above, then you assume, to the extent permitted by law, all liability for all claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees, costs and expert witnesses' fees) that are the stated subject matter of the indemnification obligation above.

16. Export Compliance

You agree to comply with all applicable federal and foreign laws, regulations, and rules, and complete any required undertakings. You will obtain any necessary export license or other governmental approval prior to accessing, downloading, exporting, re-exporting, or releasing the Licensed Technology. You represent and warrant that you do not appear on any United States list of prohibited or restricted parties (including the Specially Designated Nationals List).

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A. Term of the License. This Agreement will continue in effect unless terminated as described below.

B. Termination by Epic. Epic may terminate the Agreement by providing written notice if you materially breach any provision of this Agreement and the breach is not curable or, if it is curable, you fail to cure the breach within thirty (30) days of notice of the breach from Epic. Without limiting the foregoing, your failure to make any payment due under this Agreement or breach of any restriction under the Epic Licenses constitutes a material breach of this Agreement.

C. Termination for Patent Action. The Agreement will terminate automatically as of the date you commence any claim that the Licensed Technology infringes a patent, or otherwise support any claim by a third party that the Licensed Technology infringes a patent.

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E. No Refunds

Except to the extent required by law, all payments, fees and royalties are non-refundable under all circumstances, regardless of whether or not this Agreement has been terminated.

F. Surviving Provisions

Sections 5-7, 9-11, 13-15, 17-19, and 23-27 will survive termination of this Agreement.

18. Governing Law and Jurisdiction

You agree that this Agreement will be deemed to have been made and executed in the State of North Carolina, U.S.A., and any dispute will be resolved in accordance with the laws of North Carolina, 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 must be brought in the Superior Court of Wake County, State of North Carolina or the United States District Court for the Eastern District of North Carolina. You agree to the exclusive jurisdiction and venue of these courts. You waive any claim of inconvenient forum and any right to a jury trial. The Convention on Contracts for the International Sale of Goods will not apply. Any law or regulation which provides that the language of a contract shall be construed against the drafter will not apply to this Agreement.

19. Class Action Waiver

You agree not to bring or participate in a class or representative action, private attorney general action, or collective arbitration related to the Licensed Technology or this Agreement. You also agree not to seek to combine any action or arbitration related to the Licensed Technology or this Agreement with any other action or arbitration without the consent of all parties to this Agreement and all other actions or arbitrations.

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“Engine Tools” means (a) editors and other tools included in the Engine Code; (b) any code and modules in either the Developer or Editor folders, including in object code format, whether statically or dynamically linked; and (c) other software that may be used to develop standalone products based on the Licensed Technology.

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“Feedback” means any feedback or suggestions that you provide to Epic regarding the Licensed Technology or the Marketplace.

“Licensed Technology” means any or all of the Engine Code and the Content, including as modified by you under the License.

“Marketplace” means the Unreal® Engine digital marketplace or other Unreal® Engine learning resource maintained by Epic or its affiliates, through which, among other things, Epic makes certain Content and Engine Code available for use under the License.

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“Paid Content” means Content made available to you through the Marketplace for an additional fee, including but not limited to Paid Plug-ins.

“Paid Plug-in” means any Paid Content which includes a C++ code plug-in.

“Paid Plug-in User” means, for a particular Paid Plug-in, your individual employee or contractor for whom you have purchased the right to have your License include their use.

“Product” means any product developed under this Agreement that is made using the Licensed Technology or that combines the Licensed Technology with any other software or content, regardless of how much or little of the Licensed Technology is used.

“Source Code” means the human readable form of a software program, including all modules it contains, plus any associated interface definition files, scripts used to control compilation, and installation of an executable (object code).

“Third Party Licensor Content” means third party content to which Epic displays links in the Marketplace and that is designated in the Marketplace as content licensed directly from the third party content provider.

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“UE-Only Content” means Content that is designated in the Marketplace as usable only in conjunction with the Engine Code.

“Unreal® Engine” means the proprietary computer software program known as the Unreal® Engine and any updates or upgrades to the program made available by Epic.

“Unreal Tournament Code Contribution” means any Unreal Tournament Contribution that consists of code but does not include any Unreal Tournament Content (including as modified by you under the Unreal Tournament License) or other content.

“Unreal Tournament Content” means any code, artwork, or other content from, directly or indirectly, the GitHub UnrealEngine Network folder located at /UnrealTournament/Source or /UnrealTournament/Content/RestrictedAssets.

“Unreal Tournament Content Contribution” means any Unreal Tournament Contribution that includes

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“Unreal Tournament Project” means the development project, established on May 8, 2014 and curated by Epic through the GitHub UnrealEngine Network, for the development of a new Unreal Tournament video game.

“Unreal Tournament UGC” means original code, artwork, or other content that you create for use with the Unreal Tournament video game that is being developed in the Unreal Tournament Project.

“User” means an individual user who uses a valid Account to access the Engine Code, Content, and the Marketplace. If you are an individual, “User” means you. For legal entities, “User” means the individual employee or agent through whom you are exercising rights under this Agreement.

“Version” means any updated or upgraded version of the Engine Code or Content that Epic chooses to make available to the public.

“You,” “your” or “yourself”, whether or not capitalized in this Agreement, means you as an individual or the legal entity exercising rights under this Agreement through you. For legal entities, “you,” “your” and “yourself” include any entity that controls, is controlled by, or is under common control with you, where “control” means the power, direct or indirect, to cause the direction or management of the entity in question, whether by contract or otherwise, or ownership of 50% or more of the outstanding shares or beneficial ownership of the entity in question.

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Custom Licenses are not modified or otherwise affected by this Agreement. For Custom Products, the terms of your applicable Custom License will govern all matters (including royalties, notifications, Feedback, Contributions, trademarks, service marks, trade names, logos, screen shots, and video content related to those Custom Products) related to your use of the code, artwork, and content that are licensed to you under that Custom License, instead of the terms of this Agreement.

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As used in this Agreement, the defined term “Product” does not include Custom Products, and except as described above, the terms of this Agreement applicable to Products do not apply to Custom Products.

27. Miscellaneous

This Agreement and any document or information referred to in this Agreement constitute the entire agreement between you and Epic relating to the subject matter covered by this Agreement. All other communications, proposals, and representations with respect to the subject matter covered by this Agreement are excluded.

The original of this Agreement is in English; any translations are provided for reference purposes only. You waive any right you may have under the law of your country to have this Agreement written or construed in the language of any other country.

This Agreement describes certain legal rights. You may have other rights under the laws of your jurisdiction. This Agreement does not change your rights under the laws of your jurisdiction if the laws of your jurisdiction do not permit it to do so. Limitations and exclusions of warranties and remedies in this Agreement may not apply to you because your jurisdiction may not allow them in your particular circumstance. In the event that certain provisions of this Agreement are not enforceable in your jurisdiction, those provisions shall be enforceable to the furthest extent possible under applicable law.

Any act by Epic to exercise, or failure or delay in exercise of, any of its rights under this Agreement, at law or in equity will not be deemed a waiver of those or any other rights or remedies available in contract, at law or in equity.

Unless otherwise stated in this Agreement, if any term of this Agreement is held by a court or tribunal of competent jurisdiction to be unenforceable, the term will be enforced to the maximum extent permissible and the remaining terms of this Agreement will remain in full force and effect. You agree that this Agreement does not confer any rights or remedies on any person other than the parties to this Agreement, except as expressly stated.

Epic's obligations are subject to existing laws and legal process, and Epic may comply with law enforcement or regulatory requests or requirements despite any contrary term in this Agreement.