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PLAYTEST AGREEMENT

PLEASE READ THIS PLAYTEST AGREEMENT ("AGREEMENT") CAREFULLY. IT CONTAINS IMPORTANT TERMS THAT AFFECT YOU AND YOUR OBLIGATIONS WITH RESPECT TO CONFIDENTIAL INFORMATION OF [STUDIO]. BY CLICKING ON THE "I AGREE" BUTTON, YOU REPRESENT THAT YOU HAVE READ AND AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ANY OF THE TERMS OF THIS AGREEMENT, THEN DO NOT CLICK THE "I AGREE" BUTTON.

This Agreement is made and entered into between [STUDIO] ("Company"), and you ("You", or "Your").

1. Pre-Release Game. Company will provide You with access to participate in a playtest which includes access to pre-release software, documentation, and access to a specific channel (e.g., Discord) to communicate with other participants and developers (collectively, "Pre-Release Game"). The playtest will run for a period that begins when the Pre-Release Game is first accessed or used by You and ending until Your access to the Pre-Release Game is suspended or terminated by Company (the "Playtest Period"). Company may terminate this Agreement and the Playtest Period at any time without cause or advance notice to You. You must keep the Pre-Release Game within Your control and take reasonable efforts to prevent others from using it.

2. License. Subject to the terms of this Agreement and solely for the Playtest Period, Company grants You a limited, revocable, nontransferable, non-sublicensable, nonexclusive license to access and use the Pre-Release Game solely for Your personal, noncommercial use. You shall not, and shall not permit any third party to: (i) copy, modify, translate, or create derivative works of the Pre-Release Game or any content therein; (ii) reverse engineer, decompile, disassemble, translate or otherwise attempt reconstruct, identify or discover any source code or embedded content within the Pre-Release Game, (iii) disclose or authorize disclosure of, lend, lease, license offer for sale, sell, transfer,

distribute, assign, or otherwise use the Pre-Release Game to or for the benefit of third parties; (iv) stream, broadcast, post, publish, or otherwise disclose any image, video, or audio capture of the Pre-Release Game; (v) capture, mine, or analyze network traffic, telemetry, or other data generated by the Pre-Release Game; or (vi) bypass, disable, or interfere with any digital-rights-management, anti-cheat, or security mechanism that protects the Pre-Release Game. Any attempt to do so immediately terminates this license. The Pre-Release Game may not be used by anyone other than You. All rights in and to the Pre-Release Game not expressly granted herein are reserved to Company.

3. Your Information. Company will collect, use, disclose and dispose of personal information as described in the following privacy policy: **[INSERT STUDIO PRIVACY POLICY]**.

4. Feedback. You may, but are not required to, provide Company with comments, suggestions, bug reports, or other feedback regarding the Pre-Release Game ("Feedback"). You hereby convey, transfer, and assign all rights in and to any Feedback that you provide to Company and disclaim any and all proprietary and moral rights associated with such Feedback. Forms of feedback may include personal interview, online questionnaire or e-mail or other contact. For avoidance of doubt, "Feedback" includes all Your inputs into the Pre-Release Game. To the extent any jurisdiction does not permit the waiver or assignment of moral rights, You waive enforcement of those rights to the maximum extent permitted by law. For clarity, Feedback includes data generated by Your use of the Pre-Release Game and other communication channels such as Discord or email.

5. Restrictions. You agree not to use the Pre-Release Game to submit, collect, upload, transmit, display, or distribute any content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party. You agree not to: (i) upload, transmit, or distribute to or through the Pre-Release Game any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Pre-Release Game unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Pre-Release Game to harvest, collect, gather or assemble

information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Pre-Release Game, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Pre-Release Game (or to other computer systems or networks connected to or used together with the Pre-Release Game), whether through password mining or any other means; or (vi) harass or interfere with any other user's use and enjoyment of the Pre-Release Game.

6. Confidentiality of the Pre-Release Game. You acknowledge that:

- (a) The Pre-Release Game and any information regarding Your use of the Pre-Release Game, whether shared with Company or not, is Company's confidential information. You may use the Pre-Release Game only in Your home solely for the purpose of testing the Pre-Release Game, and You will not transfer, distribute or disclose any such information any third party, including through a public exhibition or display. You may not discuss Your experience with the Pre-Release Game with third parties or publish or disseminate information about those experiences, except with other play testers on the specific Pre-Release Game Discord channel provided for that purpose;
- (b) disclosure of any part of the Pre-Release Game or Your experiences using the Pre-Release Game to any third party, including any trade or consumer press, news agency or any competitor of Company, will cause significant and irreparable harm to Company, the extent of which may be difficult to ascertain. Accordingly, Company is entitled to injunctive relief as well as all other legal remedies that may be available if You breach this Agreement;
- (c) the provisions under this confidentiality provision shall survive expiration or termination of this Agreement for any reason.

7. No Warranty; Limitation. THE PRE-RELEASE GAME AND ALL RELATED SERVICES ARE PROVIDED "AS IS" AND, TO THE MAXIMUM EXTENT ALLOWABLE UNDER LAW, COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING SENTENCE, COMPANY DOES NOT WARRANT THAT OPERATION OF THE PRE-RELEASE GAME WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE PRE-RELEASE GAME WILL BE COMPATIBLE WITH ANY OTHER PRODUCT OTHER THAN THE DESIGNATED SYSTEM, OR THAT THE PRE-RELEASE GAME WILL WORK PROPERLY ON ALL DEVICES. COMPANY MAY IN DISCRETION, DISCONTINUE SUPPORTING THE PRE-RELEASE GAME AT ANY TIME, AND COMPANY HAS NO LIABILITY FOR

DISCONTINUANCE. COMPANY WILL NOT BE LIABLE TO YOU FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS, LOSS OF DATA OR ANY OTHER FORM OF DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRE-RELEASE GAME, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. IN NO EVENT WILL COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES EXCEED \$10. SOME JURISDICTIONS DO NOT ALLOW FOR CERTAIN LIMITATIONS OF LIABILITIES OR WARRANTIES, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

8. Term. Upon expiration or termination of the Playtest Period, Your right to access and use the Pre-Release Game will immediately terminate, You shall cease all use of the Pre-Release Game, delete and destroy all copies of the Pre-Release Game in Your possession or control (if any), and Company shall have the right to prohibit Your use of the Pre-Release Game. Sections 3, 4, 5, 6, 7, 8 and 9 shall survive termination of this Agreement.

9. Miscellaneous. This Agreement is governed by, and will be construed in accordance with, the laws of the [State of California], without regard to its conflict-of-law principles, and the parties irrevocably submit to the exclusive jurisdiction and venue of the state and federal courts located in [Los Angeles County, California]. This Agreement is the complete and exclusive agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, communications and understandings, both oral and written, between the parties with respect to its subject matter. This Agreement may be amended or modified only by a written document executed by duly authorized representatives of both parties. If any provision of this Agreement is held invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by law, given the fundamental intentions of the parties, and the remaining provisions of this Agreement will remain in full force and effect. Neither party may assign or transfer any rights or obligations under this Agreement, by operation of law or otherwise, without the other party's prior written consent, and any attempted assignment without such consent will be void. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of each of the parties and their respective successors and permitted assigns. Nothing in this Agreement is intended to, or will be construed to, create a partnership, agency, joint venture, employment or similar

relationship. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. By clicking "I Agree" to this Agreement, You represent and warrant that (i) You are over the age of 18 (or the legal age of majority in the jurisdiction of your state of residence), or are the parent or legal guardian of the playtester and accept this Agreement with respect to the playtester's participation; and (ii) You are not a resident or citizen of Russia, Iran, or North Korea or any other country subject to economic sanctions administered by the U.S. Office of Foreign Assets Control (OFAC). Company may revise this Agreement from time to time. Company will notify You of material changes by displaying a notice at the time You next launch the Pre-Release Game or by other reasonable means. Your continued participation in the playtest after the effective date of any revised Agreement constitutes Your acceptance of the revised terms. If You do not agree to the revised terms, You must uninstall and cease all use of the Pre-Release Game.