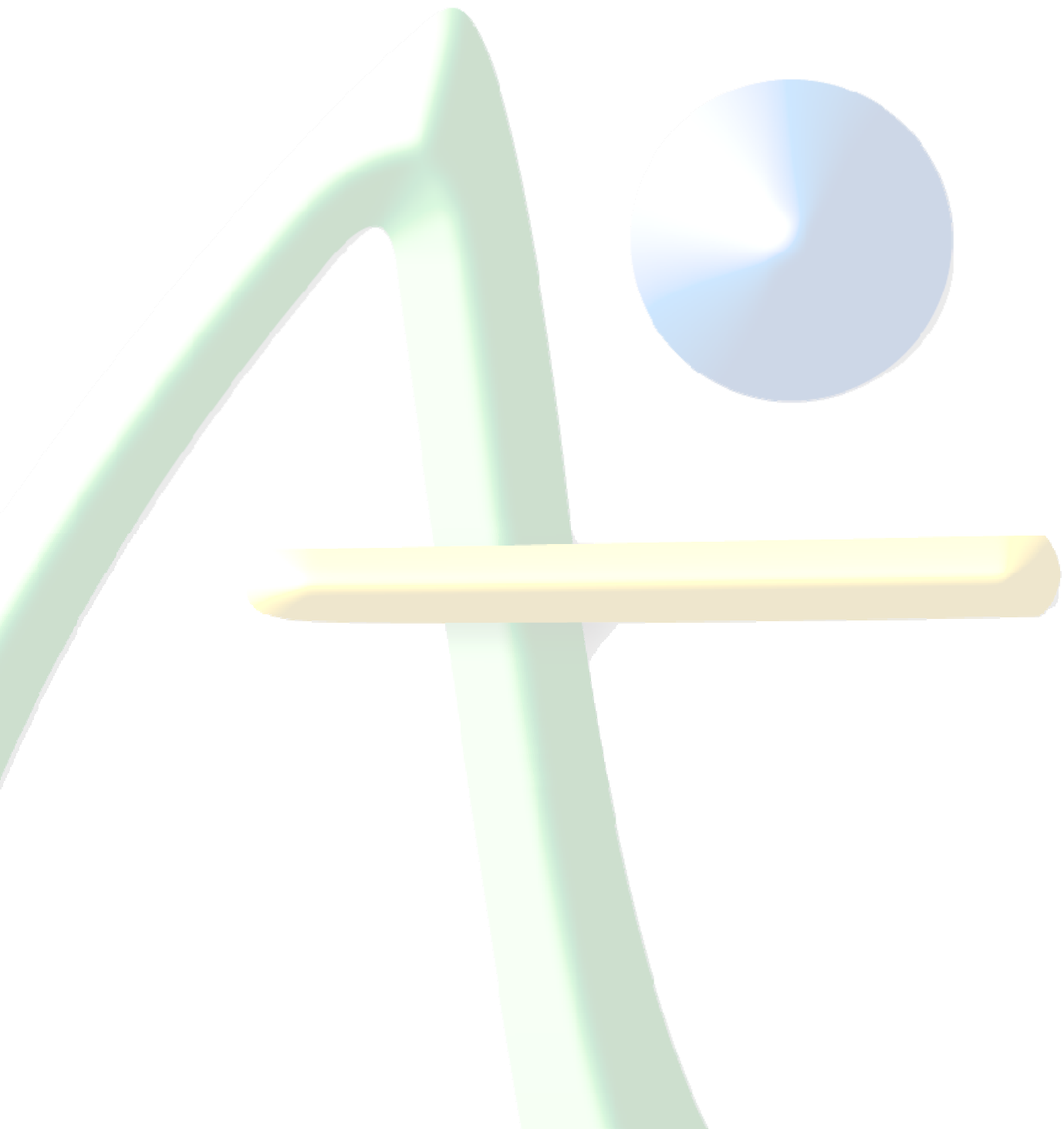
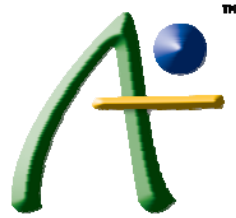




Antix Labs GDK Click Through Licence



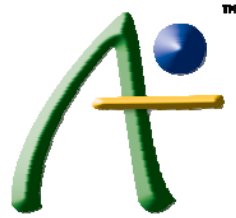


IF YOU RECEIVE ALL OR ANY PART OF THE ANTIX GDK SOFTWARE REFERRED TO BELOW WITHOUT FIRST HAVING REGISTERED WITH ANTIX AND ACCEPTED THE CLICK THROUGH VERSION OF THE LICENCE WITH ANTIX SET OUT BELOW THEN DO NOT (AND YOU ARE NOT AUTHORISED TO) DOWNLOAD, INSTALL OR IN ANY WAY USE THE SAID SOFTWARE.

GDK CLICK THROUGH LICENCE.

The software to which this licence relates is the software for the games development kit ("GDK") provided by Antix Labs Limited, a company registered in England under registration no. 06283062, ("**Antix**"), and provided for the purpose of developing games to run on the Antix Game Player. It is licensed and not sold.

BEFORE YOU DOWNLOAD AND/OR INSTALL/AND OR USE THE SOFTWARE, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS LICENCE (the "Agreement"). EACH AND ANY PERSON WISHING TO DOWNLOAD AND/OR INSTALL/AND OR USE THE SOFTWARE MUST FIRST REGISTER WITH ANTIX AND CLICK ON THE "I ACCEPT" BUTTON BELOW THEREBY ACCEPTING THE TERMS OF THIS AGREEMENT. IF YOU ARE EMPLOYED OR OTHERWISE ENGAGED BY AN EMPLOYER (AS DEFINED BELOW) THEN YOU MUST BE AUTHORISED BY THAT EMPLOYER TO BIND SUCH EMPLOYER (AS YOU WILL BE BINDING IN YOUR EMPLOYER BY AGREEING TO THE TERMS OF THIS AGREEMENT) AND BY CLICKING ON THE "I ACCEPT" BUTTON BELOW YOU WARRANT AND UNDERTAKE THAT YOU ARE DOWNLOADING AND/OR INSTALLING AND/OR USING THE SOFTWARE IN THE COURSE OF YOUR EMPLOYMENT OR ENGAGEMENT BY SUCH EMPLOYER AND THAT YOU HAVE THE AUTHORITY TO BIND SUCH EMPLOYER TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY DO NOT DOWNLOAD AND/OR INSTALL AND/OR USE IN ANY WAY THE SOFTWARE. This Agreement is a legal agreement between the individual downloading, installing or otherwise using the Software and the Employer (as defined below), if any, (each and together referred to in this Agreement as "**you**", and "**your**" shall be construed accordingly) and Antix in relation to the Software. Where there is an Employer then your liability under this Agreement to Antix shall be joint and several which means that each of you is treated as having assumed the obligations and are bound by the restrictions in this Agreement both collectively and individually. **YOU MUST TAKE THE TIME TO READ AND UNDERSTAND THIS AGREEMENT; BY DOWNLOADING, INSTALLING OR OTHERWISE ACCESSING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT DO NOT DOWNLOAD, INSTALL OR IN ANY WAY USE THE SOFTWARE.**



1. DEFINITIONS

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Antix Game Player” or **“AGP”**, means the software components developed by or on behalf of Antix, in source or binary form, that provide the environment for the execution of games on a Device;

“Device” means a consumer electronic device such as (but not limited to) a mobile phone, net book, radio, set top box, digital television, games console, or a personal computer;

“Employer” means the entity (if any) that either (i) employs the individual downloading, installing or using the Software and/or (ii) that such individual otherwise represents, which has a business relationship with Antix or is engaged (or anticipates being engaged in) business discussions with Antix;

“Product” means any software or product that incorporates any of the Software or has been produced by you using or with reference to any of the Software, including without limitation, any game built by you which has the capability of running on the Antix Game Player;

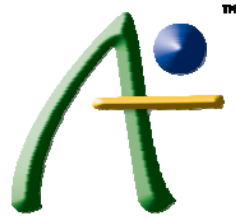
“Software” means the software relating to the GDK provided by Antix containing, without limitation, source code, software tools, third party software and documentation;

“use” for the purposes of Clause 2.1, means loading the Software into RAM, as well as installation on a hard disk or other storage device on a single user workstation.

- 1.2 References to Clauses in this Agreement are to clauses of this Agreement. The headings to the Clauses are for ease of reference only and shall not affect the interpretation or construction of this Agreement. Words importing the singular shall include the plural and vice versa, words importing any gender shall include all other genders, words importing persons shall include bodies corporate, unincorporated associations and partnerships and vice versa. References to the whole shall include the part and vice versa.

2. GRANT OF LICENCE

- 2.1 In consideration of you complying with the terms of this Agreement, Antix grants you a non-transferable, non-exclusive right to use the Software for the sole purposes of:



- a) internal evaluation of the Software with a view to writing or porting the Employer's, or where there is no Employer, your, software to the Antix Game Player; and
- b) the development and demonstration of any Product.

2.2 You undertake to Antix and agree that:

- a) the Software will at all times be kept at the Employer's site, or where there is no Employer, at your secure premises, or otherwise within its/your control;
- b) you will preserve all proprietary notices placed by Antix on or in any part of the Software and reproduce the same in full and with equal prominence on any copies thereof made by you as permitted by this Agreement;
- c) you will reproduce the trademark(s) of Antix in any Product, as specified on the Antix Developer website at the following url:
<https://developer.antixlabs.com/trademarks.phtml>

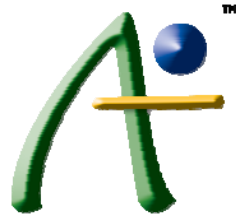
2.3 There may be parts of the Software that are supplied by third parties and subject to separate licence terms. Where relevant, details of such third parties and licence terms are included in the documentation to the Software. Your use of the Software is conditional on your compliance with any such terms.

2.4 You acknowledge that the licenses of the Software granted hereunder are only for the purposes specified in this Agreement and you undertake not to use or allow any person to use the Software in any way other than as permitted by this Agreement.

2.5 This Agreement does not give you the right to manufacture, distribute or otherwise commercially exploit the Software or any Product. If you wish to use any Product or any part of the Software for manufacture, resale, sub-licence or other distribution, you must contact Antix (and where relevant, its licensors) to enter into an appropriate agreement.

3. PROHIBITED USES

- 3.1 You shall not use the Software in any way other than as expressly permitted by this Agreement, and you shall not and shall not permit any third party to:
- a) sublicense, transfer, transmit, mortgage, pledge, charge, encumber, rent, sell, lease or distribute any Product, the Software, or any part of them;



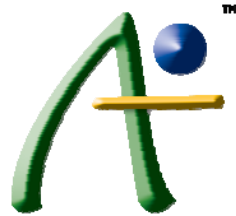
- b) use the Software to develop other software or products that provide substantially the same functionality as the Software;
- c) remove any trademark, trade name, logo, patent or copyright notice, identifying number or coding from any portion of the Software, or add any notices or markings to the Software;
- d) copy, reproduce, modify, make any additions or improvements to or create derivative works of the Software save as strictly necessary for the purposes of this Agreement;
- e) (without prejudice to the generality of the foregoing) disable, evade or modify, or enable the disabling, evasion or modification of, any licensing, rights management system, copy protection or control features of or contained in the Software and/or any runtime of the Antix Game Player on any third party device;
- f) develop any game or other content capable of running on the AGP other than by the use of the Software;
- g) reverse engineer, decompile or disassemble any part of the Software for which the source code is not provided, except to the extent and in the circumstances expressly permitted by Antix and its licensors in writing or by law;
- h) demonstrate or disclose to any third party, or permit any third party to evaluate, demonstrate or use, or otherwise provide to third parties or allow third parties access to all or any part of the Software, without Antix's prior written consent.

3.2 Notwithstanding anything in this Agreement, all code in the examples directory and tutorials directory provided by Antix with the Software, may be used by you freely without restriction.

4. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS

4.1 The Software is licensed to you by Antix and not sold and includes technology owned by Antix and other third parties, including open source. By downloading or otherwise installing the Software, you also agree to be bound by all third party licences indicated as such in the directory selected by you when installing the Software.

4.2 You acknowledge that all intellectual property rights (including, without limitation, all patents, inventions, copyrights, trademarks, trade names and



trade secrets) in the Software and any copies, modifications and merged portions thereof are and shall remain vested in Antix and its licensors. Except for the limited licences expressly granted hereunder, you shall have no right, title or interest in all or any part of the Software. All rights not expressly granted to you under this Agreement are reserved by Antix absolutely. Without prejudice to the generality of any of the foregoing, Antix retains all rights, title and interest to any feedback from you on the Software. You undertake not to interfere with or diminish, whether by act or omission, the rights, title and interest in the Software of Antix and its licensors. You may be held responsible by Antix and/or any of its licensors for any infringement of any intellectual property rights in the Software.

- 4.3 You shall promptly notify Antix in writing of any actual or threatened misappropriation or infringement of Antix's intellectual or other proprietary rights in the Software of which you become aware.

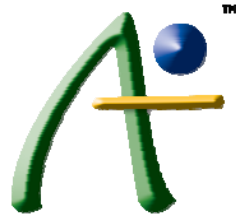
5. CONFIDENTIALITY

- 5.1 The Software contains proprietary and confidential technology and information of Antix. You shall treat the Software as strictly confidential and shall use at least the same care to protect it from unauthorised use, access or disclosure as you use to protect your own confidential information, but never less than the care a reasonable person would use under similar circumstances. **In no event must you do or omit to do anything which would or could result in the Software or any part of it becoming available to the public.**

6. REMEDIES

- 6.1 Without prejudice to any other remedies available to Antix, you shall indemnify, defend and hold harmless Antix against any and all claims, costs, expense, loss or damage and other liabilities arising as a result of any breach by you of any of the obligations, warranties, undertakings, terms and conditions this Agreement or by your wilful misconduct, recklessness or gross negligence.
- 6.2 Notwithstanding clause 6.1, you acknowledge that monetary relief alone might be insufficient remedy for any breach of the terms of this Agreement and that the remedies of injunction, specific performance or other equitable relief would be suitable remedies in the event of any breach or threatened breach of this Agreement.

7. TERM AND TERMINATION



7.1 This Agreement is effective from the first date you download, install or otherwise use the Software and may be terminated at any time by written notice from Antix. In addition, the rights granted to you under this Agreement shall automatically terminate if you fail to abide by its terms. Upon any such termination you agree to return to Antix or destroy (at Antix's election) the Software including any Software stored on the hard disk of any computer under your control and any back-ups made by you.

7.2 The provisions of Clauses 2.5, 3, 4, 5, 6, 9, 12, 13 and 14 and any other provisions of this Agreement which expressly or by implication is intended to come into or remain in force on or after termination shall survive any termination of this Agreement and continue in full force and effect.

8. ASSIGNMENT

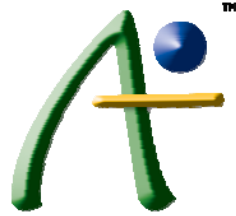
8.1 You may not assign or otherwise transfer all or any part of this Agreement or the rights granted to you hereunder.

9. LIMITATION OF LIABILITY

9.1 Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from the negligence of any party or their servants, agents or employees.

9.2 IN NO EVENT SHALL ANTIX BE LIABLE TO YOU UNDER, OR IN CONNECTION WITH, THIS AGREEMENT IN CONTRACT, TORT, (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), PRE-CONTRACT OR OTHER REPRESENTATIONS (OTHER THAN FRAUDULENT MISREPRESENTATIONS), INDEMNITY, PRODUCT LIABILITY OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT FOR:

- a) ANY ECONOMIC LOSSES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS, CONTRACTS, BUSINESS, OR ANTICIPATED SAVINGS);**
- b) ANY COST OF SUBSTITUTE GOODS, SOFTWARE, SERVICES OR RIGHTS;**
- c) ANY LOSS OF GOODWILL OR REPUTATION; OR**
- d) ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGE**



IN ANY CASE, WHETHER OR NOT SUCH LOSSES WERE WITHIN THE CONTEMPLATION OF THE PARTIES AT THE DATE OF THIS AGREEMENT OR SUFFERED OR INCURRED BY YOU OUT OF OR IN CONNECTION WITH THE PROVISIONS OF, OR ANY MATTER ARISING OUT OF, THIS AGREEMENT.

9.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANTIX AND ITS LICENSORS PROVIDE THE SOFTWARE "AS IS" AND ANTIX EXCLUDES ON BEHALF OF ITSELF AND ITS LICENSORS, ALL CONDITIONS, TERMS, REPRESENTATIONS (OTHER THAN FRAUDULENT REPRESENTATIONS) AND WARRANTIES RELATING TO THE SOFTWARE WHETHER IMPOSED BY STATUTE OR BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER ANTIX NOR ITS LICENSORS WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED, ERROR FREE, VIRUS FREE OR MEET YOUR SPECIFIC REQUIREMENTS.

9.4 Each provision of this Clause 9 excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of these provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the expiry or termination of this Agreement.

10. SUPPORT SERVICES

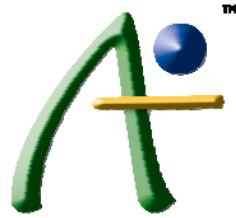
10.1 Antix is not obliged to provide you with any maintenance, support or upgrades.

11. COMPLIANCE WITH LAWS

11.1 You represent and warrant that you will comply at all times with all applicable laws, rules and regulations with regard to your use of the Software including, without limitation, all laws, rules and regulations affecting import and export regulations.

12. NOTICES

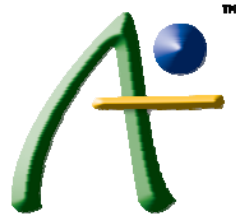
12.1 Any notices required to be given under this Agreement shall be in writing. Notices from Antix shall be deemed to have been given when sent to a party at the email or other contact address of that party provided to Antix on registration with Antix or such other business or registered address ascertainable from a party's website. Notices to Antix will be deemed to have been duly served (i) at the time of delivery if hand delivered; or within 48



hours of posting (exclusive of the hours of Sunday) if sent within the United Kingdom by first class registered or recorded delivery post; or within 7 days of posting if sent from outside the United Kingdom by registered airmail post, all of which must be correctly addressed to the registered office of Antix the details of which can be found on Antix's website www.antixlabs.com. You consent to receive notices by email and agree that any such notices that Antix sends you electronically will satisfy any legal communication requirements. A party may change its email address by giving Antix written notice in accordance with this Clause.

13. GENERAL

- 13.1 This Agreement contains the entire agreement between you and Antix relating to the subject matter covered and supersedes any previous agreements, arrangements, undertakings or proposals, written or oral, between you and Antix in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of this Agreement.
- 13.2 If there is any conflict between the terms of this Agreement and any non-disclosure agreement entered into between the Employer and Antix either before or after your acceptance of this Agreement, then the terms of this Agreement shall prevail. For the avoidance of doubt, any non-disclosure agreement entered into between Antix and any party to this Agreement after your acceptance of this Agreement shall not invalidate or supersede this Agreement.
- 13.3 No addition to, or modification of, any provision of this Agreement shall be binding on the parties unless made in writing and signed by a duly authorised representative of each of the parties.
- 13.4 No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party, and the failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy. The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 13.5 The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect or impact the continuation in force of the remainder of this Agreement.



14. LAW AND JURISDICTION

14.1 This Agreement shall be construed in accordance with and governed by English law and Licensee hereby submits to the non-exclusive jurisdiction of the English courts.

PLEASE NOTE: PART OF THE SOFTWARE RELATING TO GAME BEAMING IS THE SUBJECT OF A UK PATENT APPLICATION BY ANTIX NO.0910327.6

