



Tabletopia License Agreement

Summary with explanations and samples

Tabletopia licenses the right to publish particular tabletop games from the original Publisher in a digital format on the terms given below. The Publisher guarantees that they have appropriate rights to give such a license for these games.

1. The parties agree upon following the details of this license

- Non-exclusive and revocable
- Digital Platforms: PC (browser-based, and as a stand alone application run through Steam), app for iOS devices, app for Android devices
- In all languages the game has been translated into for which the Publisher holds the appropriate rights
- 70% percentage of royalty share (detailed in section 3.1)

If the Publisher has some restrictions (for example, excluding iOS due to an existing app) or wishes to make them for any reason, this agreement will be amended accordingly.

2. Tabletopia has two sections in its game catalog: public (accessible for all registered users) and paid (accessible only for premium members). Tabletopia and the Publisher mutually agree which games and which setup (version) of them will be in each section.

The public section is useful for game promotion, and the paid section for monetisation. For many games it is even possible to split them into two parts – a limited version for public access and a full version or version with expansions for the paid version. Such an approach can help to attract many new players to the game and convert them afterwards into Premium members (of which the Publisher will receive royalty share) or entice them to buy a physical copy of the game.

3. For all game setups which are placed in the paid section, Tabletopia shares revenue with the Publishers according to the following guidelines:

3.1 In each quarter of a year, Tabletopia calculates the following:

- how many premium users played the game during this period
- (NP) how much money was received from those users(after applicable taxes and payment processing costs have been deducted)
- (TH) how many hours they played on our system during this period
- (GH) how many hours they played the game during this period

and a Publisher's share will be calculated as **NP / TH * GH * 70%**.

For example:

- \$30,000 USD in revenue was generated from premium users who played Game X during Q1 (NP)
- 480,000 hours were played by those users on Tabletopia in Q1 (TH)
- 3000 of those hours were of Game X (GH)

$(30,000 / 480,000) * 3000 * 0.7 = \131.25 USD owed to the Publisher

3.2 Within 60 days after the end of each quarter, Tabletopia will send a report with all the relevant data and if the total amount of money due is more than \$300 USD, a payment will be made.

4. Tabletopia has the right to use media including, but not limited to, images and video of the licensed games (physical and digital version of it) in its promotional activity, but will not claim that they are more than just "official licensee" of the product. In addition, the Publisher's copyrights and appropriate links to the Publisher's web-site/e-shop etc. will be listed on Tabletopia's website.

The Publisher can use images, video or playable game demos of their games on Tabletopia in their promotion or demonstrations, but must mention Tabletopia and link to www.tabletopia.com or their game's relevant Tabletopia listing.

5. The period of this License agreement is 3 years, and it will be automatically extended if both sides do not give any notice before the end of said period. Each side has the right to terminate this agreement any time earlier, but must give it in written form to the other party 90 days in advance.

The list of licensed games and license conditions for them are located in an addendum to the main agreement. Therefore it is possible, for example, to add new games or change the terms of license for games already published on the platform without changing the contract. Such changes should be confirmed by both sides in writing (for example by email).

Addendum sample

EXHIBIT A

<i>Product</i>	<i>Game Setups</i>	<i>Type of License</i>	<i>Licensed Platform</i>	<i>Royalty Rate:</i>	<i>Release Date</i>	<i>Licensed Language</i>	<i>Term</i>
Game XYZ	Public for 2 players with two starting races	Non-Exclusive	PC, iOS, Android	None	10/30/2015	All languages	3 years
Game XYZ	Public with 6 playable races	Non-Exclusive	PC, iOS, Android	None	10/30/2015	All languages	3 years
Game XYZ	Paid full game with 12 playable races	Non-Exclusive	PC, iOS, Android	70%	10/30/2015	All languages	3 years