

**Bitverse Ads Standard Agreement
For Publishers/Developers
("Agreement")**

This Agreement is entered into by and between Hoplon Infotainment, Inc., a California corporation ("**Hoplon**"), on the one hand, and you, [COMPANY NAME AUTO-FILL FROM REGISTRATION] ("**Licensee**"), on the other hand (Hoplon and Licensee are sometimes referred to each as a "**Party**" and collectively as the "**Parties**").

THIS IS A LEGAL AGREEMENT BETWEEN LICENSEE AND HOPLON THAT GOVERNS LICENSEE'S USE OF BITVERSE ADS AND THE BITVERSE TECHNOLOGY. BY CLICKING "ACCEPTED AND AGREED TO BY LICENSEE" BELOW, LICENSEE AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

WHEREAS, Hoplon owns all right, title and interest in and to the proprietary post-game advertisement placement system, software and technology known as Bitverse Ads ("**Bitverse Ads**");

WHEREAS, among other things, third party advertisers who have duly opened an account with and for Bitverse Ads ("**Advertisers**") will be able to utilize Bitverse Ads to have their advertisements ("**Advertisements**") be displayed at the end of interactive video game sessions for games that have also been duly registered with Bitverse Ads; and

WHEREAS, Licensee has duly registered as a publisher/developer with Bitverse Ads and has agreed that it is bound by the [Terms of Use](#) of the Bitverse Ads website; and

WHEREAS, Licensee desires to utilize Bitverse Ads in connection with Licensee Games (as defined below) so that Advertisements may be displayed at the end of game sessions for said Licensee Games, and Hoplon agrees to grant Licensee certain rights to enable Licensee to integrate the Bitverse Technology (as defined below) into said Licensee Games, solely on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Licensee Games. "**Licensee Game**" and "**Licensee Games**" shall mean any interactive game(s) developed by or on behalf of Licensee that incorporates the Bitverse Technology. Licensee agrees that it must and shall promptly register each and every Licensee Game through the Bitverse Ads website prior to distributing said Licensee Game to end users, distributors and/or retailers, as the case may be.
2. License to Bitverse Technology.

- a. Subject to the terms and conditions of this Agreement, Hoplon hereby grants to Licensee, and Licensee hereby accepts from Hoplon, a nonexclusive, nontransferable and terminable license throughout the world to: (i) use the Bitverse Technology (in source code and in object code) for the sole purpose of integrating the Bitverse Technology into the Licensee Games to enable Advertisements to appear in connection with such Licensee Games through Bitverse Ads; and (ii) duplicate and distribute the Bitverse Technology (in object code only) as an embedded component of the Licensee Games solely in order to enable Advertisements to appear in connection with such Licensee Games through Bitverse Ads. “**Bitverse Technology**” shall mean the proprietary computer software code provided by Hoplon to Licensee for integration into Licensee’s interactive video games, which software code enables said games to utilize Bitverse Ads and have Advertisements posted in connection therewith. Nothing contained in this Agreement shall be construed to grant to Licensee the right to sell, disclose, distribute or sublicense the Bitverse Technology apart from the Licensee Games. Licensee acknowledges and agrees that it has no rights or claims of any type to the Bitverse Technology, except such limited nonexclusive rights as are expressly granted by this Agreement, and Licensee irrevocably waives and releases any claim to title and ownership rights (including trade secret and copyright ownership) in the Bitverse Technology.
 - b. Licensee shall not (i) copy, modify, display or distribute to any person all or any part of the Bitverse Technology, except as expressly provided for herein; or (ii) disassemble, de-compile or reverse engineer the Bitverse Technology, or any part thereof.
 - c. As a condition of the license granted by Hoplon under this Agreement, Licensee agrees not to remove or destroy any copyright notices, trademarks or other proprietary or confidential legends or markings placed upon or contained within the Bitverse Technology or on any other documentation or materials related to the Bitverse Technology. Licensee further agrees to place such copyright and trademark notices, as Hoplon provides from time to time, on and within the Bitverse Technology, the Licensee Games and on any documentation or materials related to the Bitverse Technology.
3. Support. Hoplon shall provide Licensee with its standard instructions with respect to implementing and integrating the Bitverse Technology into the Licensee Games. Hoplon shall provide Licensee with such basic online and telephone support that Hoplon then generally makes available with respect to Bitverse Ads; however, Licensee understands that in some instances no additional support may be available.

4. Ownership.

- a. Hoplon's Exclusive Ownership Rights. Hoplon is and shall remain the sole and exclusive owner of all rights, including without limitation all intellectual property rights (including without limitation all copyright, patent, trade secret and trademark rights), in and to the Bitverse Technology and Bitverse Ads, as modified from time to time by or on behalf of Hoplon, and to any and all translations, modifications, corrections, additions, extensions, upgrades, improvements, adaptations or abridgments thereto or thereof. Without limiting the foregoing, Licensee acknowledges that Hoplon is the sole and exclusive owner of the trademarks and service marks associated with Hoplon and the Bitverse Technology and Bitverse Ads (collectively "**Hoplon Trademarks**"). Licensee agrees to use the Hoplon Trademarks only in the form and manner reasonably prescribed by Hoplon from time to time; all use of the Hoplon Trademarks shall inure to the benefit of Hoplon. Licensee will be the owner, or authorized licensee, of all intellectual property rights in and to Licensee Games, excluding the Bitverse Technology and Bitverse Ads. For the avoidance of doubt, Licensee will not obtain any ownership rights whatsoever in the Bitverse Technology or Bitverse Ads as a result of its responsibilities hereunder. Licensee agrees to execute any necessary documents to effectuate the terms of this section.
- b. Use of Licensee's Logo. By supplying Licensee's logo in the electronic file format designated by Hoplon and checking the appropriate box in the publisher enrollment/registration page of the Bitverse Ads website, Licensee expressly grants Hoplon the non-exclusive, royalty-free right to display Licensee's logo in the "partners" section of the Bitverse Ads website and to include a link that will redirect a visitor to said section to Licensee's homepage when Licensee's logo is clicked.

5. Payment Terms.

- a. Hoplon shall collect and administer any and all revenue received from Advertisers in connection with the generation and display of Advertisements in connection with Licensee Games. As complete compensation hereunder, Licensee shall receive a share of Net Revenue in connection with Licensee's Licensee Games as follows: 50% of Net Revenue actually received by Hoplon in connection with Licensee Games (such share the "**Licensee Net Revenue Share**"). "**Net Revenue**" shall mean the gross revenue actually received by Hoplon from Advertisers directly in connection with the actual generation and display of Advertisements in connection with Licensee Games duly registered through the Bitverse Ads website, less taxes, discounts, credits, reasonable sales commissions and out-of-pocket collection costs, including without

limitation outside attorneys' fees incurred in connection with efforts to collect revenue. Licensee shall be solely responsible for the payment of any and all taxes and similar duties that become due in connection with any Licensee Net Revenue Share Licensee receives.

- b. Licensee acknowledges and agrees that from time to time, in Hoplon's sole discretion, Hoplon may post certain non-advertisement content in the Licensee's post-game Advertisement space for Bitverse Ads. This non-advertisement content (currently entitled "Trivianquiz") is intended to attract a game player's attention to the post-game Advertisement space to increase its effectiveness. Hoplon will not collect any revenue from "Trivianquiz" postings; therefore, no compensation will be due or payable to Licensee for or in connection with such postings.
6. Reports. Hoplon shall provide Licensee with electronic statements available online through the Bitverse Ads website on a quarterly basis, along with payment of the Licensee Net Revenue Share, if any, due for the preceding calendar quarter, within sixty (60) days after the end of each applicable calendar quarter of the Term. The statements shall show calculations utilized for the computation of the Licensee Net Revenue Share with respect to Licensee Games. Payment of the Licensee Net Revenue Share, if any, shall be made according to Hoplon's then-current policies, which may include payment via ACH electronic payment to Licensee's financial institution in accordance with information provided by Licensee through Licensee's registration with the Bitverse Ads website. In addition to quarterly statements, Hoplon may, from time to time and in its sole discretion, make additional information with respect to Licensee Games available to Licensee via the Bitverse Ads website, such as advertisement visualization information reports, CPM advertising earnings actually received to date, and payment information.
7. No Revenue Guarantee. Licensee acknowledges and agrees that there is no guarantee whatsoever that Licensee shall receive any Licensee Net Revenue Share in connection with Licensee Games hereunder, and that Hoplon makes no representation, warranty or guarantee with respect to the generation or payment of any amount of revenue to Licensee.
8. Content of Advertisements. Licensee acknowledges and agrees that all Advertisements are created and supplied by third parties, and that Hoplon does not control the form, content or other materials contained in any Advertisements that may appear in connection with Licensee Games as a result of Licensee's utilization of Bitverse Technology and Bitverse Ads in connection with Licensee Games, and that Hoplon makes no representation or warranty of whatsoever kind with respect to such Advertisements. Licensee hereby waives and releases Hoplon from any and all claims relating to said Advertisements.

9. Hoplon Representations and Warranties. Hoplon represents and warrants: (a) that it has the power and authority to enter into this Agreement; and (b) that it owns or controls such rights necessary to grant the licenses expressly set forth herein to Licensee. To the extent permissible under applicable law, Hoplon makes no warranty whatsoever (1) that the functions performed by the Bitverse Technology or Bitverse Ads will meet Licensee's requirements, or (2) that the operation of the Bitverse Technology or Bitverse Ads will be bug free or error free in all circumstances, or (3) that any defects in the Bitverse Technology or Bitverse Ads can or will be corrected.
10. Licensee Representations and Warranties. Licensee represents and warrants: (a) that it has the power and authority to enter into this Agreement and to fully perform its obligations hereunder; and (b) that this Agreement has been entered into by its duly authorized representative and is binding upon Licensee; and (c) that it is under no contractual or other legal obligation which would interfere in any way with the full, prompt, and complete performance of its obligations pursuant to this Agreement.
11. Further Representation and Warranty regarding Licensee Games. Licensee represents and warrants that it is the owner of all right, title and interest in and to any and all Licensee Games, including without limitation all intellectual property rights, and is duly authorized and has all rights necessary to use Bitverse Ads in connection with the Licensee Games, including without limitation integration of the Bitverse Technology into the Licensee Games, and such use does not infringe any third party's rights.

† FOR THE AVOIDANCE OF DOUBT, LICENSEE FURTHER CONFIRMS THAT LICENSEE IS THE OWNER OF ALL RIGHT, TITLE AND INTEREST IN AND TO THE LICENSEE GAMES AS SET FORTH IN THIS AGREEMENT AND IS DULY AUTHORIZED TO UTILIZE BITVERSE ADS AND BITVERSE TECHNOLOGY IN CONNECTION THEREWITH.

12. Indemnification. Licensee agrees to indemnify and hold harmless Hoplon, its related companies, and each of their respective officers, directors, employees, and agents (all of the foregoing collectively, the "**Hoplon Parties**") from and against any expenses (including court costs and reasonable fees of attorneys, accountants and expert witnesses), claim, costs, action, demand, proceeding, award, liability, loss and damages suffered by any of the Hoplon Parties in connection with: (a) any failure by Licensee, its officers, directors, employees, subcontractors, agents, or publishers to satisfy or abide by any of their obligations, responsibilities, representations or warranties under this Agreement; or (b) Licensee's failure to undertake whatever action is necessary to remedy any such failures; or (c) any breach or alleged breach of Licensee's representations or warranties made herein, or any other term or provision of this Agreement, or (d) any claim relating to a

Licensee Game, including without limitation any claims that a Licensee Game is defective or does not conform to published specifications.

13. Term. The term of this Agreement shall commence on the Effective Date and continue until twelve (12) months after the Effective Date (the “**Term**”). Licensee agrees that during the Term: (a) it shall not enter into any agreement with any other party for the purpose of having advertisements placed at the end of game sessions for Licensee Games, and (b) it shall only use Bitverse Ads for placing or posting post-game advertisements for Licensee Games. The Term will be automatically extended for another period of twelve (12) months, unless either Party provides the other Party with written notice of its election not to extend the Term of this Agreement, which written notice must be provided at least thirty (30) days prior to the end of the Term. Licensee agrees to uninstall and delete any and all Bitverse Ads software from all of its games, immediately after the expiration of the Term or upon the sooner termination of this Agreement.

14. Termination.

- a. Hoplon shall have the right immediately to terminate this Agreement: (i) upon written notice to Licensee if Licensee, directly or indirectly, distributes, shares, disseminates, sells, or otherwise exploits the Bitverse Technology or Bitverse Ads in any manner that is not expressly authorized hereunder, or is in breach of Section 11 hereof; or (ii) upon written notice to Licensee if Licensee breaches any of its representations, warranties or obligations under this Agreement and fails to remedy such breach within five (5) days after written notice of such material breach is given by Hoplon; or (iii) for Hoplon’s convenience upon fifteen (15) days written notice to Licensee.
- b. Either Party shall have the right to elect to not extend the Term of this Agreement by providing the other Party with written notice of its election to not extend, which written notice must be provided at least thirty (30) days prior the end of the Term.

15. Bitverse Website Terms of Use and Other Legal Policies. Licensee agrees that it shall also at all times be subject to the general Terms of Use and other legal policies for the Bitverse Ads website (currently www.bitverseads.com), as updated from time to time by Hoplon.

16. Confidential Information. Licensee hereby agrees that: (a) this Agreement, and the Bitverse Technology, related expertise, documentation and other material or information provided to Licensee by Hoplon, and any marketing or business information of Hoplon (collectively referred to as the “**Confidential Information**”) received by Licensee under this Agreement, whether for Licensee’s own internal use or otherwise, and whether provided orally, in writing

or in any other medium, is and shall be treated as the confidential property of Hoplon; and (b) Licensee shall hold Hoplon's Confidential Information in strictest confidence and shall not in any way disclose such Confidential Information to others in whole or in part.

17. Limitation on Liability. HOPLON SHALL NOT BE LIABLE TO LICENSEE, OR LICENSEE'S PUBLISHERS, SUB-LICENSEES, END-USERS, OR THIRD PARTY DEVELOPERS OR THIRD PARTY DEVELOPMENT RESOURCES, FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS) ARISING OUT OF THE PERFORMANCE, NON-PERFORMANCE, OR BREACH OF THIS AGREEMENT, OR ARISING OUT OF OR IN ANY WAY RELATED TO THE USE, INABILITY TO USE, POSSESSION, LICENSE, DELIVERY, INSTALLATION, OPERATION, MAINTENANCE OR SUPPORT OF THE BITVERSE TECHNOLOGY OR BITVERSE ADS, WHETHER SUCH CLAIM ARISES IN TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, EVEN IF HOPLON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN WHEN OTHER REMEDIES ARE IMPOSSIBLE, INEFFECTIVE, OR FAIL OF THEIR ESSENTIAL PURPOSE. THE MAXIMUM AGGREGATE LIABILITY OF HOPLON FOR ANY DAMAGES, LOSSES OR INJURIES TO LICENSEE, OR THOSE CLAIMING BY OR THROUGH LICENSEE, ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF MONIES ACTUALLY RECEIVED BY HOPLON FROM LICENSEE GAMES PURSUANT TO THIS AGREEMENT. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL APPLY TO THE FULLEST EXTENT PERMISSIBLE AT LAW.
18. Disclaimer. BITVERSE ADS AND THE BITVERSE TECHNOLOGY ARE PROVIDED BY HOPLON ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, HOPLON DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, HOPLON MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED: (A) AS TO THE OPERATION OF BITVERSE ADS OR THE BITVERSE TECHNOLOGY, OR THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED THEREON; (B) THAT THE BITVERSE ADS WEBSITE WILL BE CONTINUOUS, UNINTERRUPTED, SECURE OR ERROR-FREE; (C) AS TO THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION, CONTENT, SERVICE, OR PRODUCTS PROVIDED THROUGH THE BITVERSE WEBSITE; OR (D) THAT BITVERSE ADS, THE BITVERSE TECHNOLOGY,

ADVERTISEMENTS OR OTHER INFORMATION FROM OR THROUGH THE BITVERSE ADS WEBSITE OR SERVERS, HOPLON'S SERVERS, OR E-MAILS SENT FROM OR ON BEHALF OF HOPLON, ARE FREE OF VIRUSES, SCRIPTS, TROJAN HORSES, WORMS OR OTHER HARMFUL COMPONENTS.

19. Force Majeure Event. Notwithstanding anything in this Agreement to the contrary, no default, delay or failure to perform on the part of Hoplon shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of Hoplon, including, without limitation, causes such as strikes, lockouts or other labor disputes, riots, civil disturbances, actions or inactions of governmental authorities or suppliers, epidemics, denial-of-service attacks, terrorism (including, without limitation, cyberterrorism), war, embargoes, severe weather, fire, earthquake, acts of God or the public enemy.
20. Governing Law. The validity, construction and performance of this Agreement, and the legal relations among the Parties to this Agreement shall be governed in all respects by the laws of State of California exclusively. Any dispute between the Parties regarding this Agreement shall be submitted to binding arbitration. The arbitration shall be conducted in English by a neutral arbitrator appointed by the American Arbitration Association ("AAA"). Arbitration proceedings shall be held in San Francisco, California under the Rules of Commercial Arbitration and under the institutional supervision of AAA, and the Parties irrevocably submit to the jurisdiction of the Federal and State courts located in California incident to any such arbitral proceeding. Witnesses and Parties residing outside of the State of California may testify telephonically or via such other audio/visual means as the arbitrator approves. The arbitrator shall render the award within thirty (30) days following the commencement of the arbitration. The prevailing Party shall be entitled to an award of its reasonable outside attorneys' fees and costs. A final arbitral award against either Party in any proceeding arising out of or relating to this Agreement shall be binding and conclusive. The foregoing provisions shall not limit the right of either Party to commence any action or proceeding to compel arbitration, to obtain injunctive relief pending the appointment of an arbitrator, or to obtain execution of any award rendered in any such action or proceeding, in any other appropriate jurisdiction or in any other manner. Licensee agrees to accept service of process by mail at its business address listed through its registration with the Bitverse Ads website and waives any jurisdictional or venue defenses available to them.
21. No Partnership. There is no partnership, joint venture or other association between the Parties by virtue of the Parties' entry into or performance under this Agreement. The Parties hereto are independent contractors and shall have no power, nor will either of the Parties represent that either has any power, to bind

the other Party or to assume or to create any obligation or responsibility, express or implied, on behalf of the other Party or in the other Party's name.

22. Assignment. This Agreement may not be assigned or delegated by Licensee without the prior written approval of Hoplon, which approval Hoplon may grant or deny in its sole discretion, and any purported assignment by Licensee without Hoplon's prior written approval shall be null, void and without effect. This Agreement may be freely assigned or delegated by Hoplon without restriction. Subject to the foregoing, this Agreement shall be binding upon the successors and assigns of the Parties.
23. Severability. In the event that any provision of this Agreement shall be held to be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.
24. Survivability. Sections 2.b., 2.c., 4, 7-12, 16-18, 20 and 24 shall expressly survive any expiration or sooner termination of this Agreement.
25. Notices. All notices required hereunder shall be in writing and shall, in the case of Licensee, be sent electronically through the text field box or applicable "click box" (e.g., in the case of an election to extend or not extend the Term as contemplated in Section 13 and 14.b.) provided to authorized licensees on the Bitverse Ads website, and in the case of Hoplon, via e-mails from Hoplon to Licensee using the e-mail address provided by Licensee at the time of its registration with Bitverse Ads, and through posting notices on the Bitverse Ads website.
26. Waiver. No waiver shall be effective unless made in writing and signed by an authorized representative of the Party to be charged with such a waiver. No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach.
27. Entire Agreement. This Agreement constitutes the Parties' entire understanding of the matters set forth herein and supersedes any prior understanding or agreement. This Agreement is not for the benefit of any third party, whether or not referred to herein. This Agreement may only be modified in writing signed by the Parties hereto.

BY CLICKING "ACCEPTED AND AGREED TO BY LICENSEE" BELOW, LICENSEE AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

ACCEPTED AND AGREED TO BY LICENSEE AS OF _____, 2011__ (the "Effective Date") [AUTO-FILL THE DATE LICENSEE CLICKS THIS BOX]