

Alpha End User License Agreement

Last updated: 9/2/2015

For GalaCollider

By NeoCruX Ltd.

These license terms are a legally binding agreement between you and NeoCruX Ltd. (the Company), governing your use of the video game 'GalaCollider' (the Software) as available on www.galacollider.com (the Website). These terms, as updated from time to time in accordance with this EULA, apply to any demo, trial version, updates, enhancements, support and internet based services associated with the Software. If you have any concerns or questions you can reach NeoCruX Ltd. via email outreach@NeoCruX Ltd..com (the Contact Email).

By using, installing, downloading or making any copy of the software, you accept these terms. You also consent to provide us with certain information as set out in these terms. If you do not accept these terms, you must not use the software, and must remove and delete or destroy any copy of the software in your possession.

Briefly Explained

These are guidelines to protect us (the Company), and you, from any legal harm. Please enjoy the Software and don't resell it. You are allowed to use it for Let's Play videos though. Abide by these rules and we can have a friendly relationship.

Ownership of the Software

The Company retains ownership of the Software, and reserves all rights in the Software. No proprietary rights are assigned or transferred under this EULA. You may not copy, reproduce, modify, alter, adapt, translate, decompile or reverse engineer the software except as permitted by law or this EULA. This EULA does not give you any right to sub-license the Software.

Simply Put: We are giving you a license to use the software, but we still own it. You can only use the software as permitted under this EULA.

Grant of License –Alpha Version

The Alpha version is a free evaluation version of the software. It does not include the entire game content to be found in the full version. It is provided “as-is” and we promise no support for the the Alpha version.

We grant you a royalty-free, non-exclusive, license to: use, copy, install and enjoy the Alpha version for your personal non-commercial use.

You may distribute the Alpha version of the software only under the terms of this license. You may only distribute the most recent Alpha version, as published on the Website from time to time, in its entirety (including a copy of this EULA). You may not distribute the Alpha version for any commercial purpose.

Simply Put: The Alpha version is free. Install it, share it with your friends, but if you do, you must give them the most current version (available from the Website). There is no restriction on the number of copies you can install, but you can't sell it, rent it, or use it for commercial purposes (such as an internet café, arcade, or public library).

Restrictions on Use

Unless otherwise permitted by law or this EULA, you must not:

- (a) work around any technical limitations in the software;
- (b) reverse engineer, decompile or disassemble the software, or disclose the algorithmic nature or describe any part for the source code or inner workings of the Software;
- (c) publish the software for others to copy;
- (d) use the software in any illegal or immoral way, or for any such purpose;

- (e) use, copy, rent, lease or lend the software; or
- (f) create any derivative work or program to mimic the data or functionality of the Software.

Software Updates

We may release updates, patches, or new versions of the Software from time to time. You have no automatic right to any updates, but where we choose to provide these to you, they shall be considered part of the Software and shall be governed by the terms of this EULA.

Resale

This license is not transferrable. You may not sell, rent, assign, transfer or novate your rights or obligations under this EULA.

Let's Play Videos and Fan Made Content

You may create fan content (including Let's Play, Walkthroughs, and Reviews videos) incorporating videos of actual game play, and may publish and monetize your fan content. All such fan content must be respectful to our industry, company and the Software. We reserve the right to revoke this permission at any time and for any reason by notice to you. Upon such notice, you must immediately remove the fan content from distribution.

Limitation of Liability

You expressly understand and agree that the Company, its subsidiaries and affiliates, and its licensors are not liable to you under any theory of liability for any direct, indirect, incidental, special consequential or exemplary damages that may be incurred by you through your use of the application, including any loss of data or damage to your mobile

device, whether or not the Company or its representatives have been advised of or should have been aware of the possibility of any such losses arising.

Simply Put: We are not responsible for any damage you incur through use of the Software.

Indemnity

To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless the Company, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from your use of the Software, including your downloading, installation, or use of the Software, or your violation of this EULA.

Simply Put: We do not try to harm you through this software, and you do not try to harm us by using it.

Entire Agreement

This EULA, and those documents expressly incorporated by reference, contain the entire agreement between the parties and supersedes all previous negotiations or agreements relating to your right to use the Software.

Updates to this EULA

We may update this EULA from time to time by notice on our website, or by including the updated EULA in a Software update. Such variation will be effective upon posting those notifications and changes on the Website, or your installing the Software update, without further notice to you.

Waiver

Any delay or failure to exercise or enforce our rights under this EULA will not be construed as a waiver of those rights, nor preclude any future exercise of those rights. Please direct any questions, comments or concerns about this EULA to the Contact Email.