

Important: The following license is only valid for Music Modules that have been purchased. When no Music Module has been purchased, the use of Music Modules that are implemented in pages of your project is still possible for non-commercial or testing purposes, but the Music will be watermarked with an audible 'welove adaptive audio' voice, and the exported project file is time bombed and will automatically stop working after a period of 30days after the last download and deployment. To restart the timer, you need to re-download and deploy Music and Project files to your Unity project. Once you purchased one or more of your Music Modules for the project, the Time Bomb for this Project will be disabled.

BASIC LICENSE

Based on the Terms and Conditions as set out under (<https://app.welove.audio/#terms-and-conditions>) welove.audio GmbH (collectively "WLA") and subject to full payment by Customer to WLA, WLA grants to the Customer the following rights of use to the music recording(s) (including the composition and lyrics (if any) as included within the music recordings), as offered by WLA in the welove.audio engine (hereafter referred to as "Music Modules") which have been allocated by the Customer to a registered project as set out hereafter:

1. For the avoidance of doubt: WLA grants to Customer the following license for Music Modules as provided by WLA for the respective Customer's registered project only.

As set out in 3.1 of the Terms and Conditions, this license only relates to the individual registered project (hereinafter "Project"). A Project includes one (1) game and, where applicable, its DLCs, Add-ons, data-disks and game of the year editions.

Prequels, sequels and other derivative projects are excluded for which new individual projects have to be registered and separate licenses have to be acquired.

Applications which deliver more than one (1) game can not constitute a Project. The grant of a license for such applications shall be subject to individual negotiations between WLA and the respective Customer.

2. Under this Basic License the below rights are only granted to the Customer for the Project if the Project meets the following prerequisites / conditions:

The project's actual budget shall not exceed 500,000.00 EUR (net)

One (1) Platform Release

Unity - Windows

The "welove.audio Engine" or welove.audio Logo is to be included in the Project

3. With respect to the Music Modules allocated to a Project, the Customer is granted the following non-exclusive rights:
 - 3.1 The adaptation right, meaning the right to, while taking into account the moral rights, modify the Music Modules in whole or in part using analog, digital or other processing methods for the purpose of developing or promoting the Project, adding new or changed parts, removing parts, to combine (in particular to link) the Music Modules with third-party works, to make dubbings (in any language) and to edit it or have it edited in any other form.
 - 3.2 The Game development right, meaning the right to develop the Project by using the Music Modules, parts of the Music Modules or adaptations of the Music Modules, in any language, for all of the following exploitation rights as set out in 3.3. for one (1) platform.

3.3 The exploitation rights granted to the Customer non-exclusive, perpetually and throughout the universe include but are not limited:

3.3.1 The fair right, meaning the right to make the Project publicly perceptible at trade fairs, sales exhibitions, festivals and similar events regardless of the technical design of the demonstration device and the used image and sound carriers.

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3.3.2 The presentation right, meaning the right to make the Project publicly perceptible by means of technical equipment, if applicable live as well, (e.g. e-sports hall transmission), irrespective of the technical design of the demonstration device, the related data, video and / or audio carriers and the type and way of supplying the signals to be presented. The presentation right concerns, including but not limited to, all image formats, digital and electro-magnetic (video) systems and includes commercial and non-commercial demonstrations.

3.3.3 The broadcasting right, meaning the right to make the Project in whole or in part accessible to the public for any desired amount of times through analog or digital storage and transmission technology, such as sound and television broadcasting, wire broadcasting, Hertzian waves, lasers, microwaves or similar technical devices. This applies to all possible broadcasting methods (e.g. terrestrial radio devices, cable television including cable retransmission, satellite television including direct satellites, Internet TV, Live Streams, Let's Plays or similar technical devices or a combination of such devices) and regardless of legal form (public or private television) or the way of financing of the television station (commercial or non-commercial television) or the design of the legal relationship between sender and receiver (free-TV, pay-TV, subscription-TV, pay-per-channel, pay-per-view, etc.) and regardless of whether the transmission / reception is encrypted or unencrypted.

3.3.4 The right to make the Project or parts of it available to the public through wired or wireless technology in a manner accessible to members of the public at the place and time of their choice. This includes but is not limited to the right to make the Project or parts of it available to a limited or unlimited circle of third parties by means of analog, digital or other storage or data transmission technology with or without (intermediate) memory, wireless (e.g. terrestrial radio systems and satellite connections including direct satellites) or by means of cable (e.g. telephone, light guide, power cable) or other data carriers in a way that the Project or parts thereof can also be received for interactive use or (if applicable also publicly) can be played on individual and / or collective retrieval or by provision through television, PC, Project consoles or other devices (e.g. UMTS-, WAP-, GPRS- mobile phones or a combination of such devices) (including but not limited to Internet, intranet, extranet, subscription services, push services, pull services, internet broadcasting via (live) streams (incl. let's plays) with or without download, video on demand etc.), also in encrypted form. This includes but is not limited to the use as so-called ancillary uses of all types of use covered by the contract, including but not limited to the use on the Internet (e.g. banner advertising, pop-up windows, framing, collection of user data, hyperlinks, meta-tags, etc.).

3.3.5 The right to communicate the Project to the public, commercially or non-commercially, by sound carriers, picture carriers, audiovisual carriers, multimedia carriers or other data carriers, including but not limited to magnetic tapes, magnetic tape cassettes, optical discs, chips, in all formats, using all analog and digital methods and techniques.

3.3.6 The adaptation and dubbing right, meaning the right to, by using analog, digital and other methods of editing, shorten the Project, to partition the Project, to combine the Project with other works or parts of works or to use the Project within other Games, to record the Project, to interrupt the Project (also for advertising purposes), to exchange or change the Music Modules or to revise or otherwise adapt or redesign the title and to have the exclusive right to dub the Project or to produce subtitled and voice-over versions and to exploit the adapted Game in all media.

- 3.3.7 This also includes combining the Project with audiovisual recordings, still images, photographs, copies of texts or other visual and acoustic elements and marketing it with software that allows the user to interactively change the Project (so-called electronic delivery).
- 3.3.8 The right of reproduction and distribution, meaning the right to reproduce and distribute the Project freely - meaning also the reproduction and distribution on other than the originally used data carriers - within the scope of the rights granted here.
- 3.3.9 The right to advertise the Project and exploit clips, meaning the right to use the Project and/or excerpts thereof, with or without adaptations, for any number of times for promotional purposes - also for non-related products - or to exploit the Project within other Games. This includes the right to promote the full exploitation of the Work and/or the Project using the Music Modules or parts thereof and/or the Project in a manner customary in the trade (including but not limited to promotions on the Internet, at trade fairs, on television, at the movies).
- 3.3.10 The database right, meaning the right to feed the Project as well as excerpts and/or elements from these, with or without adaptations, into electronic databases and data networks and to distribute it/them in return for payment or free of charge via cable, satellite, electronic data and telephone services, online services or through other digital or analog storage or transmission technology for reception by third parties for the purpose of acoustic and/or visual communication, reproduction, retransmission, storage and other interactive use by means of computer, TV or other receivers.
- 3.3.11 The archiving right, meaning the right to archive the Project in any technical form and to store it in an accessible form.
- 3.3.12 For the avoidance of doubt, no merchandising and/or soundtrack rights are granted in connection with the Music Modules. The grant of a license for such shall be subject to individual negotiations between WLA and the Customer.
- 3.4 The Customer is entitled to fully or partially grant third parties the rights he has been granted or to have them exercised by third parties. In any case, the Customer remains liable to WLA for the performance of this agreement, though.
- 3.5 WLA guarantees to the Customer that the Music Modules are not subject to collecting societies, such as AKM or GEMA, (so-called collecting society-free music).
- 3.6 The present grant of rights does not include prequels, sequels, spin-offs or other derivative products to the Project.
4. As set out in the Terms and Conditions (<https://app.welove.audio/#terms-and-conditions>) when a Customer downloads the Project's export files WLA will deliver the files with a noisy watermark ("welove adaptive audio"), until the Music Modules are purchased and therefore licensed as set out above. Upon confirmation of the purchase, a project-ID will be included into the file metadata in order to verify the license. Music Modules which include a project-ID can be downloaded without the noisy watermark.

***** END BASIC LICENSE *****