

BETA TEST END USER LICENSE AGREEMENT

by and between Assemble Entertainment GmbH, Georg-August-Zinn-Str. 2, 65183 Wiesbaden (hereunder referred to as Publisher) and you as the potential participant in the closed Beta-Test (hereunder referred to as Tester).

1. This Beta Test End User License Agreement ("Agreement") constitutes a valid and binding agreement between Publisher and the Tester for the testing and evaluation of the contractual Software. As used in this Agreement, the term "Software" means the software program entitled "Pizza Connection 3", any documentation (no matter whether offered via online or delivered on physically medias), any and all copies and/or derivative works of such software and/or documentation, including without limitation, any and all "patches," future programming fixes, updates and upgrades provided to the Tester (no matter whether provided by Publisher or by a third party).
2. To use the Software, the Tester must also register with the Publisher ("Account") to access and utilize the Service. The Software will not function unless (i) it is installed on a computer which meets its minimum installation requirements as to be specified solely by Publisher, including, without limitation, a functioning Internet connection as to be specified by Publisher; (ii) and has registered the Account and received the download key for the Software. Downloading the Software requires an Account with the Platform "Steam" which is subject to its own terms and conditions. Maintaining the confidentiality and security of the download key is solely to the Tester's responsibility. The Tester shall notify Publisher immediately of any unauthorized use of the Tester's Account(s) or any breach of security, including without limitation, any loss, theft or unauthorized use of the Tester's Account or its Steam Account.
3. The contractual parties hereby agree and confirm that any Software and/ or Service delivered or provided under this Agreement to the Tester are to be considered solely and exclusively as so-called beta-test-version as commonly used within the gaming industry. The Tester is aware about the fact that the contractual Software not be free of bugs or defects and that certain features may not run in accordance to the respective specifications as described in the documentation. That is why the contractual Software or the contractual Service may cause certain damages at or in the software or at the hardware involved in

the contractual beta-test-project, though Publisher is not aware of any such damaging defects.

4. Publisher and Tester hereby agree and confirm that Publisher shall not be liable with regard to any of such bugs, errors or dysfunctions and/or with regard to any subsequent damages caused by such bugs, errors or dysfunctions and for any other reason resulting from the Beta Test and/or in connection with this Agreement save in case of wilful intent or gross negligence or personal damages, unless specified otherwise herein.
5. The liability for negligent infringement of a principal obligation or the infringement of an ancillary obligation being essential for the proper performance of this agreement respectively the compliance with it could be relied upon by the respective other party ("substantial ancillary obligation"), is limited – as far as not specified otherwise – to damages which were foreseeable in the point of time of the conclusion of this agreement and which are typical for this kind of agreement.
6. Subject to the terms of this Agreement, Publisher hereby grants the Tester during and limited to the Beta Test Period, a limited, non-exclusive, personal, non-sub licensable, non-assignable right to download and to install the Software as provided by Publisher onto a computer as mutual specified between Publisher and the Tester and to use the Software sole and only for the purpose of evaluating the Software and the Service and providing feedback regarding the Software and regarding the Service to Publisher. The Software may only be used in connection with the Service and in accordance with this Agreement and any specifications, rules, restrictions or documentation set forth by Publisher from time to time.
7. The Tester shall use the contractual Software and Service and perform the certain features of the game and the online game services strictly in accordance to the requirements given by Publisher from time to time. For the avoidance of doubt, the Tester is not obliged to use or test the Software.
8. The Tester is not allowed to forward or to make available the contractual Software to any third party. The Tester is obliged to keep the contractual Software strictly confidential. The Tester is not allowed do disclose any information with regard to the contractual Software or with regard to this Agreement to any third party. The Parties agree, that any information on the Software and/or the Beta Test are confidential information which includes screenshots, in-game movies, lets plays or

audio recordings from the Software. The Tester may not write or publish a review on Software or write or publish any other information on the Software and/or the Beta Test unless specifically and expressly requested and/or approved by Publisher, e.g. in an secured internet forum designated by Publisher for reports on the Beta Test. Tester may at any time request permission to disclose information on the Software and/or the Beta Test, and Publisher may or may not grant such permission in its own discretion. Tester agrees to pay a penalty in a reasonable amount as found by Publisher and subject to a review by the competent court for every violation of the confidentiality provisions of this agreement. The confidentiality obligation is either lifted by Publisher's written statement about lifting the confidentiality obligation or upon release of the commercial version of the Software.

9. The Tester agrees that the Tester will not use any automatic or manual device or process to interfere or attempt to interfere with the proper working of the Software.
10. The Tester may not use the Software to develop, generate, use, transmit or store information that: (aa) infringes Publisher's or any third party's intellectual property or other proprietary right; (bb) is defamatory, harmful, abusive, obscene or hateful; (cc) in any way obstructs or otherwise interferes with the normal performance of another person's use of the Software or Service, (dd) performs any unsolicited commercial communication not permitted by applicable law; (ee) constitutes harassment or a violation of privacy or threatens against other people or groups of people; or (ff) constitutes phishing or impersonates of any other person, or steals or assumes any person's identity (no matter whether using a real identity or name or a nickname or alias).
11. The Tester hereby acknowledges that each and all modifications or enhancements in and to the contractual Software will come in and remain the sole property of Publisher, no matter whether such modifications or enhancements result from the contractual collaboration or not.
12. The Tester hereby acknowledges that Publisher, in its sole discretion, may modify or discontinue or suspend the Tester's right to access the Service or use any of the Software at any time, and may at any time suspend or terminate any license hereunder and disable any Software the Tester may already have accessed or installed without prior notice.

13. Publisher reserves the right to add or remove features or functions to or from the Software at any time in its sole discretion. The Tester acknowledges and agrees that Publisher has no obligation to make available to the Tester any subsequent versions of its software applications.
14. In consideration of the Tester's use of the Software, the Tester agrees to provide, within a reasonable time upon request, Publisher with software problem reports, usability comments, and other observations from time to time in text form and as requested by Publisher. The Tester further agrees to timely respond, to provide test usage surveys as requested by Publisher.
15. Any problem reports, usability reports, test results and other feedback made by the Tester shall be the sole property of Publisher, may be used by Publisher for any purpose it sees fit and shall be deemed Confidential Information of Publisher. Due to the nature of the development work, Publisher is not certain as to when or whether errors or discrepancies in the Software may be corrected.
16. This Agreement will be effective as of the date the Tester accepts this Agreement, thereby expressly agreeing to the terms and conditions set forth herein, and will remain effective until the earlier of: (i) Publisher's completion of the Beta Test Period, or (ii) termination by either party as set forth below.
17. The Tester may terminate this Agreement at any time provided the Tester cease all use of the Software remove the Software from all hardware components, network medias and all other storage medias. Publisher may terminate this Agreement at any time, with or without cause, by providing notice to the Tester and/or preventing the Tester's access to the Software.
18. Upon termination of this Agreement for any reason (i) all licenses and rights to use the Software and the Service shall terminate and the Tester must remove the Software from the Tester's computer equipment and dispose of all originals and copies of the Software in the Tester's possession. The confidentiality obligation shall survive the termination of this Agreement.
19. The Tester may not assign this Agreement or any rights hereunder and/or any parts of the Software and/or the Service.
20. Should any term or provision of this Agreement be deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of this Agreement shall remain in full force and effect. Any failure of Publisher at any time or times to require performance of any provision of this Agreement shall in

no manner affect its right at a later time to enforce the same unless the same is waived in writing.

21. This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany.

22. The EU Commission offers an online platform for online dispute resolution. The platform acts as a central information portal in regards of dispute resolution outside of formal court procedures for contractual matters resulting from online service agreements. The platform is available under <http://ec.europa.eu/consumers/odr/>. We will not take part in such dispute resolution between us and our customers.

23. **Right of withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us

Assemble Entertainment GmbH, Georg-August-Zinn-Str. 2, 65183 Wiesbaden, Fax: +49 611 13 57 82 40, email: betatest@assemble-entertainment.com

of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly

agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

Loss of the withdrawal right

In case of the supply of digital content which is not supplied on a tangible medium you will lose your withdrawal right if the performance has begun with your prior express consent and your acknowledgment that you thereby lose your right of withdrawal.

Model Withdrawal Form

To Assemble Entertainment GmbH, Georg-August-Zinn-Str. 2, 65183 Wiesbaden, Fax: +49 611 13 57 82 40, email: betatest@assemble-entertainment.com

I hereby give notice that I withdraw from my Beta Testing Agreement of the following game:

Ordered on/received on:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper),

Date