



## Tabletopia License agreement

summary with some explanations and samples

Tabletopia licenses the rights to publish particular board games from the original publisher in digital format on terms given below.

The publisher guarantees that he has appropriate rights to give such a license for these games.

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

- Non-exclusive and revocable
- Digital Platforms: PC (browser based and as a stand alone application), app for iOS devices, app for Android devices
- On all languages (i.e. what text on game components we can use, and it is not important for language independent games)
- 70% percentage of royalty share

if the publisher has some restrictions (for example someone already made iOS app for him) or wishes to make them for any reason, the 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 agree which games and which version of them will be in each section.

The public section is good 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 or entice them to buy a physical copy of the game.

3. For all games (game setups) which are placed in the paid section Tabletopia shares revenues 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 them (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  $NP / TH * GH * 70\%$

3.2 within 60 days after the end of each quarter Tabletopia will send a report with all these data and if the total amount of money due is more than 300 USD - make a payment



4. Tabletopia has the rights to use images, video etc. of the licensed games (physical and digital version of it) in its promotional activity but should not claim that they are more than just “official licensee” of the products. In addition on Tabletopia’s web-site Publisher copyrights and appropriate links on Publisher’s web-site / e-shop etc. will be stated.

The publisher can use images, video or playable game demos of his games on Tabletopia in his promotions or demonstrations but has to mention Tabletopia and link to [www.tabletopia.com](http://www.tabletopia.com).

5. The period of this License agreement is 3 years and it will be automatically prolonged if both sides do not give any notice before the end of said period. Also each side has rights to terminate this agreement any time earlier but they have to give it in written form 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 already presented games without changing the contract. Such changes should be confirmed by both sides in writing (for example by e-mail).

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