

## FAN SITE LICENSE – WULVEN GAME STUDIOS, INC.

13 November 2012

PLEASE READ CAREFULLY: THIS FAN SITE USER LICENSE (“LICENSE”) IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND/OR YOUR ORGANIZATION (“YOU”), AND WULVEN GAME STUDIOS, INC., ITS SUBSIDIARIES, AFFILIATES, AND LICENSORS (COLLECTIVELY, “WULVEN”). BY INDICATING YOUR ACCEPTANCE, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOUR USE OF ANY GAME MATERIALS AND YOUR DEVELOPMENT AND PROVISION OF A FAN SITE ARE SUBJECT TO THIS AGREEMENT.

Subject to the terms and conditions of this Agreement, Wulven grants you the revocable permission to create a Shadow Era Fan Site that is related to promoting the physical and online game currently entitled “Shadow Era” (the “Game”), for use on a public Fan Site. “Fan Site” shall mean a web site, created by you, that is freely accessible to the public and dedicated to promoting the Game. This license allows you to reference the Game, conduct electronic correspondence with players of the Game, and in general, reference the ideas, experiences, and characters contained in the Game. In addition, you may capture graphics, logos, art, and the characters’ likenesses (the “Materials”) for use only on your Fan Site.

Commercial usage of the Fan Site shall be limited to: collecting premium membership fees for access to exclusive areas of the Fan Site; charging tournament entry fees; generating income from advertising banners. Under no other circumstances shall the Materials be used to promote any other commercial activity.

Use of any Wulven trademarks shall be in strict accordance with Wulven’s trademark usage guidelines. If you post Materials on your Fan Site, you must also post the following notice on your Fan Site on the same web page(s) as any of the Materials: “Shadow Era game content and materials are trademarks and copyrights of Wulven Game Studios and its Licensors and used with permission. All rights reserved.”

You will not represent that your Fan Site is endorsed or approved by Wulven or that any content on your Fan Site is endorsed or approved by Wulven. Your participation in creating a Shadow Era Fan Site is purely voluntary. You acknowledge and agree that you will not receive any compensation of any kind from Wulven for your Shadow Era Fan Site or for your participation as a Shadow Era Fan Site provider. You acknowledge that you may stop providing content for your Shadow Era Fan Site at any time that you desire. You agree to provide Wulven with the web address of your Fan Site so that Wulven may inspect your site and verify compliance with this Agreement from time-to-time.

Wulven and its licensors own all of the right, title and interest in and to the Game. Your right to reference the Game is limited to the license grant above, and you may not otherwise copy, display, perform, publish, or use any of the Game elements. You may not modify, reverse engineer, disassemble, create derivative works from, license, transfer, distribute, or sell any materials from the Game, or use the Game for an unlawful purpose. You may not make materials from the Game available by download from your Shadow Era Fan Site without prior written permission of Wulven.

Wulven retains the right, at Wulven’s sole discretion, to terminate and revoke this Agreement and all rights to the licensed Materials and the Game at any time, for any reason.

You shall not put any inappropriate materials on the Fan Site. Some materials that Wulven considers inappropriate for a Shadow Era Fan Site include, but shall not be limited to:

A. Hate material, including without limitation, defamatory, abusive, racially or ethnically offensive imagery, content or language;

B. Pornography or obscene or indecent material;

C. Overt Propaganda; The site cannot have an obvious political agenda, or one that has blatant messaging of slogans and attacks on religions, ethnic groups, or personalities, or that would otherwise tarnish Wulven's reputation. Wulven will not link into sites that deliberately exclude large portions of the potential audience.

D. Commercial sites. Selling banner ads or offering personal creative materials is permitted. However, commercial sites whose sole and/or primary reason for existing is to serve as a marketing vehicle for a company or product shall not be permitted.

E. Use of unauthorized copyrighted materials (without prior permission from the owner of such material).

When your Shadow Era Fan Site interacts with players in the Game, please adhere to the following guidelines:

Never ask for a player's password.

Never ask for a player's credit card information.

Never pretend you are a paid employee of the game.

Do not make any material available for download or distribution that you know (or should know) contains any computer virus of any kind.

You represent and warrant that (a) you have the right and ability to enter into this Agreement, (b) you will not, and the use of the Fan Site will not, infringe or misappropriate the intellectual property rights of Wulven or any third party, (c) the Fan Site will not misrepresent the Game or tarnish the reputation or goodwill of Wulven, and (d) you will comply with the Federal COPPA standards for websites directed to children under the age of thirteen (13). Information about COPPA and requirements for compliance can be found on the FTC website at

<http://www.ftc.gov/bcp/online/edcams/kidzprivacy/index.html> . You agree to indemnify and hold harmless Wulven for any claims related to your Fan Site or breach of the foregoing representations and warranties.

ALL MATERIALS ARE PROVIDED TO YOU BY WULVEN "AS IS" WITHOUT WARRANTY OF ANY KIND. WULVEN SHALL NOT BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOST PROFITS, EVEN IF WULVEN KNEW OR SHOULD HAVE KNOWN OF SUCH POTENTIAL LIABILITY.

ANY USE YOU CHOOSE TO MAKE OF THESE MATERIALS IS UNDERTAKEN BY YOU ENTIRELY AT YOUR OWN RISK. WULVEN DOES NOT WARRANT THAT THESE MATERIALS WILL NOT CAUSE DAMAGE TO YOUR COMPUTER SYSTEM, NETWORK, SOFTWARE OR OTHER TECHNOLOGY.

WULVEN WILL NOT PROVIDE SUPPORT FOR THESE MATERIALS. PLEASE DO NOT CALL OR SEND EMAIL TO CUSTOMER SUPPORT REGARDING THESE MATERIALS, AS WULVEN WILL NOT BE ABLE TO ANSWER THESE INQUIRIES. WULVEN RESERVES THE RIGHT TO DISCONTINUE THE AVAILABILITY OF THESE MATERIALS, OR MODIFY THEM, AT ANY TIME, WITHOUT OBLIGATION TO ANYONE.

You must be at least 18 years old to accept this Agreement. This License is governed by Canadian law (without regard to conflicts of law), and is the entire agreement between Wulven and you regarding the subject matter herein.