



The *Dungeons Daring*TM Trademark License Agreement Version 1.0

This *Dungeons Daring* sublicense agreement (the "Sublicense") is between Steigerwald EDVTM Verlag (herein "SWEDV"), located in the Village ("Ortsteil") Altershausen, Gemeinde ("Township") "Muenchsteinach, Free State of Bavaria ("Freistaat Bayern"), Federal Republic of Germany ("Bundesrepublik Deutschland"), and Sublicensee, as identified on the Application Approval Statement (defined below) along with address and other contact information. This Sublicense is effective as of the Issuance Date specified on the Application Approval Statement (the "Effective Date").

RECITALS

WHEREAS, SWEDV has exclusive trademark rights to the following trademarks

1. The trademark *Dungeons Daring*.
2. The here illustrated graphical trademark:



(the "Trademarks"), including goodwill stemming from his first use and association with the Trademarks, formal registrations, and common law rights; and

WHEREAS, SWEDV holds and exercises the exclusive right (a) to sublicense the use of the Trademark and goodwill to individuals and entities in order to protect the right of responsible persons to use the Trademark in connection with Authorized Goods/Services (as defined herein), and (b) to otherwise act for the benefit of *Dungeons Daring* users with respect to the Trademark; and

WHEREAS, Sublicensee desires to acquire the right from SWEDV to use the Trademark in connection with the Authorized Goods/Services identified in Sublicensee's sublicense application, to the extent Sublicensee's use of the Trademark is not considered "fair use."

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the adequacy and sufficiency of which is acknowledged, the parties agree as follows:

TERMS OF SUBLICENSE

1. Sublicense Grant.

1.1 Grant. Subject to the other terms and conditions of this Sublicense, SWEDV hereby grants to Sublicensee, and Sublicensee hereby accepts, a world-wide, non exclusive, perpetual, non transferable sublicense to use the Sublicensee Trademarks and goodwill, in the form on the Application Approval Statement (such form, the "*Authorized Use*"), in connection with the Authorized Goods/Services identified on the Application Approval Statement that are produced (if Authorized Goods) or provided (if Authorized Services) by or on behalf of Sublicensee.

1.2 Consideration. As due and adequate consideration for this Sublicense and for as long as this Sublicense remains in effect, Sublicensee hereby agrees to adhere to and abide by all the terms and conditions of this Sublicense including, without limitation, Section 1.3 (Consent), Section 1.4 (Non Exclusivity), Section 3.1 (Trademark Legend and Other Requirements), and Section 3.2 (Protection of Trademark). Sublicensee shall pay all taxes imposed as a result of the existence or operation of this Sublicense except any income and franchise tax imposed on SWEDV by any governmental entity.

1.3 No Consent. This Sublicense may not be used as evidence of SWEDV's consent to registration of a trademark or other registered mark with any registration authority in any jurisdiction. If any such application is or has been filed by or on behalf of Sublicensee for the Sublicensee Trademarks, and such registration authority finally denies such registration as being confusingly similar to the Trademarks (or the equivalent doctrine in the relevant jurisdiction), then Sublicensee shall promptly, but no later than 30 calendar days' following such denial, cease and abandon all use of the Sublicensee Trademarks and any and all registration or application for registration thereof, and this Sublicense shall automatically terminate without need for any further action on the part of SWEDV. This Sublicense is not a guaranty that registration will be granted for use of the Sublicensee Trademark (or any other mark incorporating the Trademarks) in any jurisdiction, and not a guaranty that SWEDV shall undertake or have any obligation of any type or quality to assist Sublicensee obtain, maintain or defend any such rights Sublicensee may have or attain.

1.4 Non Exclusivity. SWEDV makes no representation that SWEDV will not grant another sublicense to another sublicensee for use of the Trademarks in a manner that is the same or similar to the Sublicensee Trademark, nor shall SWEDV have any obligation to use or exercise any efforts, reasonable or otherwise, to determine whether a sublicense has been granted that is the same or similar to the Sublicensee Trademark. Further, neither SWEDV shall have no obligation to mediate, resolve, or otherwise involve themselves or become involved in any dispute involving the Sublicensee Trademark including, without limitation, disputes involving potentially conflicting uses. Sublicensee hereby agrees to indemnify and hold harmless SWEDV from any claims and costs arising out of such disputes involving Sublicensee relating to this Sublicense or the Sublicensee Trademark, whether between Sublicensee and any other sublicensee(s) or between Sublicensee and other person(s) claiming rights in the Trademarks or the Sublicensee Trademark anywhere in the world.

2. Term and Termination.

2.1 Duration. This Sublicense and the rights granted hereunder are perpetual and shall remain in force from the Effective Date, subject to the termination provisions herein.

2.2 Sublicensee Termination. Sublicensee may terminate this Sublicense for any reason upon no more than 30 days' prior written notice, or such other time period as may be mutually agreed upon.

2.3 SWEDV Termination. SWEDV may, in addition to any other rights it may have, terminate this Sublicense upon 30 days' prior written notice upon a breach by Sublicensee of any material term hereof; provided, however, that if the breach is capable of cure, Sublicensee shall have 21 days from the date of notice to cure the breach; provided further, however, that such cure period shall not apply in the sole and exclusive discretion of SWEDV if Sublicensee has previously breached and then cured, following notice by SWEDV, the same material term.

2.4 Automatic Termination. This Sublicense shall terminate automatically upon the occurrence of any of the following unless otherwise agreed in advance in writing by SWEDV:

(a) Sublicensee makes an assignment for the benefit of creditors, or if any proceeding under any bankruptcy or insolvency law is commenced by or against the Sublicensee;

(b) the sale, transfer, or encumbrance of any rights granted hereunder, or the making of any levy, seizure, or attachment thereof or thereon without the consent of the SWEDV;

(c) an acquisition, merger, or other transaction that results in a change of control of the Sublicensee;

2.5 Obligations Upon Termination. Immediately upon termination of this Sublicense for any reason, Sublicensee shall cease and discontinue completely and permanently use of the Sublicensee Trademark in in any manner, except as may be permitted under the doctrine of fair use or its equivalent in any particular jurisdiction. The following provisions shall survive termination of this Sublicense for any reason: this Section 2.5 (Obligations Upon Termination); Section 4 (Limited Warranty; Disclaimers of Warranties and Liabilities); Section 5 (Prohibited Content); and Section 6 (Miscellaneous).

3. Additional Sublicensee Rights and Obligations.

3.1 Trademark Legend and Other Requirements. Sublicensee is required to place the following legend conspicuously on all Authorized Goods/Services, and at least once in the area of the title page of any documentation or literature accompanying the Authorized Goods/Services:

"The Dungeons Daring™ trademarks are used pursuant to a sublicense from Steigerwald EDV™ Verlag, the owner of the trademarks on a world-wide basis."

The first reference to the Trademarks standing alone (not including the Sublicensee Mark) in the documentation and advertising of the product shall also bear the ™ trademark symbol by the word trademark *Dungeons Daring*. SWEDV shall have a reasonable right to request copies of and to inspect products and advertising distributed by Sublicensee as an aid to enforcing its Trademark and its rights hereunder, as a part of policing the Trademark. Sublicensee shall not make any statements in its advertisements, manuals or literature that imply that its use of the Sublicensee Mark or Trademark, or a modified version of the Sublicensee Mark or the Trademark, is any type of certification or standard authorized by SWEDV.

3.2 Protection of Trademark. Sublicensee agrees not to challenge, oppose, petition to cancel or otherwise attack or limit the Trademark (whether its validity, enforceability, scope of coverage, or otherwise) or SWEDV's' exclusive ownership thereof anywhere in the world.

3.3 Authorized Uses. Sublicensee agrees that SWEDV is not responsible and does not make any representation about rules, regulations, laws or other restrictions or conditions of using the Sublicensee Mark in any jurisdiction. Sublicensee shall have no recourse whatsoever against SWEDV if Sublicensee cannot use the Trademark or the Sublicensee Trademark in connection with the Authorized Use in any given territory(ies) for any reason.

4.LIMITED WARRANTY; DISCLAIMERS OF WARRANTIES AND LIABILITIES

4.1 SWEDV warrants that it owns the right to sublicense the Trademark in the United States of America, within the European Union, and anywhere else that SWEDV owns the Trademark. SWEDV MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (E.G., THAT ANY AUTHORIZED GOODS/ SERVICES TO WHICH THE SUBLICENSEE TRADEMARK IS APPLIED ARE COMPLIANT WITH ANY STANDARDS) AND ANY WARRANTY WITH RESPECT TO NON-INFRINGEMENT OF THE TRADEMARK, THE SUBLICENSEE TRADEMARK, OR OF THE AUTHORIZED GOODS/SERVICES BEARING THE TRADEMARK AND/OR SUBLICENSEE TRADEMARK.

4.2 EXCEPT FOR ANY BREACH OF THE LIMITED WARRANTY ABOVE, SWEDV EXPRESSLY DISCLAIMS LIABILITY FOR ANY DAMAGES INCURRED BY SUBLICENSEE AND THIRD PARTY CLAIMS OF ANY KIND THAT MAY ARISE OUT OF SUBLICENSEE'S USE OF THE TRADEMARK AND/OR THE SUBLICENSEE TRADEMARK.

4.3 Without these limitations on warranties and disclaimers, and without other limitations on SWEDV's obligations set forth elsewhere in this Sublicense (including, without limitation, those identified in Section 1.3 (Consent) and Section 1.4 (Non Exclusivity)), SWEDV would not grant the Sublicense at any royalty rate or under any circumstances. These disclaimers of liability and warranties shall be effective as to any country in which Sublicensee (or another for or on behalf of Sublicensee) manufactures, sells, licenses or performs Authorized Goods/Services using the Sublicensee Trademark.

5. Prohibited Content.

5.1 Products produced under this license may not contain any content whatsoever that concerns sexual actions involving persons under 18 years of age.

5.2 Products produced under this license may not contain any content whatsoever that portrays, mentions, describes or otherwise deals with:

5.2.1 The Nationalsozialistische Deutsche Arbeiterpartei, also known as the Nationalsozialisten, also known as the National Socialist German Labor Party, also known as the Nazi Party, also known as the Nazis (herein "NSDAP").

5.2.2 Symbols used by the NSDAP, the government that it led which was known as "*das Dritte Reich*," "*Deutsches Reich*," the Third Reich and also known as Germany, in the years 1933-1945 A.D.

5.2.3 Organizations defined as being "*terrorist*" by the European Union or the government of the Federal Republic of Germany.

5.2.4 Organizations defined as being "*neo-Nazi*," "*außen Rechts*" or "*extreme right*" by the European Union or the government of the Federal Republic of Germany..

5.2.5 Any other matter that is illegal under the law of the European Union or the Federal Republic of Germany.

5.3 The determination of whether the product of the Sublicensee contains Prohibited Content, as defined in Section 5 (Prohibited Content) is in the sole discretion of SWEDV.

6. Miscellaneous.

6.1 No Sublicensee Rights. Sublicense shall not have any rights against SWEDV.

6.2 Assignment. SWEDV may assign or transfer its rights under this Sublicense to a subsidiary, affiliate or parent of SWEDV. Sublicensee may not assign or transfer this Sublicense (whether by agreement or operation of law) without the prior written consent of SWEDV, which consent may be given or denied in its sole discretion. This Sublicense shall in all cases be binding on the parties' successors and assigns.

6.3 Notices. All notices provided for in this Sublicense shall be in writing and shall be effective when actually received by the addressees at the addresses listed in the Application Approval Statement. Either party may change its address to which notices or requests shall be directed by written notice to the other party (which may be via E-Mail at the last known E-Mail address), but until such change of address has been received any notice or request sent to the addresses listed below shall be effective upon mailing or sending (if by E-Mail) and shall be considered as having been received.

6.4 Severability. If any term or provision of this Sublicense shall be held invalid under any applicable law, rule or regulation of any jurisdiction, then that provision notwithstanding, this Sublicense shall remain in full force and effect and such provision shall be deemed deleted.

6.5 Governing Law and Jurisdiction. This Sublicense is made under and shall be governed by and construed in accordance with trademark law in the European Union and the Federal Republic of Germany ("*Bundesrepublik Deutschland*") without regard to its conflict of law provisions. The parties hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in the County ("*Landkreis*") Neustadt an der Aisch/Bad Windsheim in the Free State of Bavaria ("*Freistaat Bayern*") in the Federal Republic of Germany ("*Bundesrepublik Deutschland*"), for any dispute arising under this Sublicense.

6.6 Entire Agreement. The provisions of this Sublicense contain the entire understanding between the parties relating to the Trademark, the Sublicensee Trademark and the Authorized Uses. Such provisions supersede and cancel all prior provisions, negotiations, agreements and commitments related to the subject matter of this Sublicense. This Sublicense may only be modified in a writing signed by both parties.

6.7 Indemnity by Sublicensee. As an express condition of this Sublicense, Sublicensee hereby agrees to indemnify and hold SWEDV harmless from any and all third party claims that may arise in any manner in any country by reason of Sublicensee's use of the Sublicensee Trademark on its Authorized Goods/Services and in its advertising. There are no exceptions to this indemnity, which shall include not only damages, interest, and expenses incurred but also reasonable attorney fees and the full costs of defending any such claims.

6.8 No Waiver. No waiver of any breach of any provision of this Sublicense shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.