



WORLD OF DARKNESS UNBOUND

The World of Darkness Unbound ("**Program**") is a program operated by Paradox Interactive AB, Magnus Ladulåsgatan 4, 118 66, Stockholm Sweden ("**Paradox**" "**us/we**"). By completing and submitting the form defined in Section 1.1. below, You agree to be bound by this agreement ("**Agreement**"). You and Paradox may each be referred to as "**Party**" and collectively as "**Parties**".

A. PARTICIPATION TO THE PROGRAM

To participate in the Program, You agree to complete the form found here <https://forms.gle/rpdRW3PFoE3vb8ue7>. You guarantee that the information you provide is true and correct.

B. GRANT OF RIGHTS

- b.1. **License.** Paradox grants You a personal, non-exclusive, non-transferable, non-sublicensable, royalty-bearing right, and license to use the Licensed Property to develop, localize, publish, sell, distribute, promote, and advertise the Game worldwide, solely on the itch.io platform during the Term, and in accordance with this agreement and its Exhibits.
- b.2. **Paradox's use of Licensed Property.** To avoid any doubt, Paradox already has and will continue to develop new creative, character-building, world-building, games and apps that use the Licensed Property and nothing in this Agreement shall restrict Paradox nor any of its Affiliates in any way whatsoever to utilize the Licensed Property in any manner it sees fit.

C. INTELLECTUAL PROPERTY RIGHTS

- c.1. **Paradox Ownership.** Paradox is the sole and exclusive owner of the Licensed Property and all rights, for example, any Intellectual Property Rights, in and to the Licensed Property. Paradox is also the owner of all rights to any derivative work of the Licensed Property which is created by You, your employees or any third parties. Nothing in this Agreement shall be construed and deemed as an assignment or transfer any

ownership, title, or interest in the Licensed Property (or any derivative work thereof) to You. You hereby forever, irrevocably, unconditionally, and automatically assign to Paradox any and all rights, titles and/or interests to the Licensed Property and derivative works that may vest in You, your employees or any third parties.

- c.2. **Your Ownership.** You are the sole and exclusive owner of any Asset created by You and all rights in that Asset, which in Paradox discretion is not part of the Licensed Property or a derivative work of the Licensed Property. Everything else is owned by Paradox. As an example: if the Asset you've created, e.g., new music used in the Game, is in Paradox opinion obviously distinguishable from the Licensed Property (especially the Licensed Property's music), you will be the owner of such music.
- c.3. **License to Paradox.** You grant to Paradox a non-exclusive, perpetual, irrevocable, royalty-free, sub-licensable, and transferable right and license to use and exploit however Paradox sees fit any Asset or other element created by You under this Agreement which is owned by You pursuant to Section Your Ownership. You are the sole and exclusive owner of any Asset created by You and all rights in that Asset, which in Paradox discretion is not part of the Licensed Property or a derivative work of the Licensed Property. Everything else is owned by Paradox. As an example: if the Asset you've created, e.g., new music used in the Game, is in Paradox opinion obviously distinguishable from the Licensed Property (especially the Licensed Property's music), you will be the owner of such music..
- c.4. **Background Material, Tools, etc.** You shall keep all rights, title, and interest in and to the Background Materials.

D. TRADEMARK, LABELS, ETC.

- d.1. **Marketing.** You may throughout the Term use the Licensed Property in any Design and Marketing Material only as specified in this Agreement or as may be agreed between the Parties from time to time in writing. All such use(s) shall be under the control and supervision of Paradox and always in accordance with the Paradox Marketing and Brand Guidelines.
- d.2. **Inform.** You shall inform Paradox of any infringement of the Licensed Property that comes to your attention and of any claim from any third party that the use of the Licensed Property infringes any rights. You shall in both cases permit Paradox to control the conduct of any such proceedings and shall cooperate in a customary and reasonable manner during the Term and thereafter in respect of such proceedings.
- d.3. **Confusing Trademarks.** You may not register any mark or name confusingly similar to the other Paradox's trademarks or rights; nor any mark or name confusingly similar to

any other trademark or trading name or other trade symbols owned or used by Paradox.

- d.4. **Trademarks and Website.** You are entitled to use the trademarks of the Licensed Property (if such trademarks compose a portion of the title of the Game) in in any relevant, approved social networks (including without limitation the Game's YouTube channel, Facebook page and/or Instagram account) until this Agreement is terminated and, in the manner, approved by Paradox from time to time.
- d.5. **Challenge Rights.** You shall not do, or permit to be done, any act, which may jeopardise or invalidate any registration of Licensed Property or any other Intellectual Property right owned by Paradox.

E. INDEMNIFICATION, LIMITATION OF LIABILITY INSURANCE

- e.1. **Indemnification.** You hereby agrees to indemnify, defend and hold harmless the other Paradox, and its assignees, and purchasers, and the officers, directors, shareholders, employees, attorneys, agents and affiliates of all of them, against any and all suits, losses, liabilities, damages, awards, claims, settlements, costs and expenses, including reasonable attorneys' fees, arising out of or otherwise relating to any breach by You of any of its guarantees set out in Section 9 or any other breach of this Agreement.
- e.2. **Procedure.** You shall notify Paradox in writing within 10 days after the You receives notification of any claim or action relating to the Property and/or the Game. Paradox shall have the right to undertake and control the defense and settlement negotiations of any such claim or suit, and You shall allow Paradox to control and shall fully cooperate with Paradox in the defense and any related settlement negotiations. In no event shall Paradox be liable for any consequential damages or loss of profits that You may suffer arising out of the same.
- e.3. **Limitation of Liability.** Except with respect to breaches of confidentiality, warranties, indemnification obligations and gross negligence or willful misconduct, in no event shall either Party be liable to the other Party under or in connection with this agreement for any loss of profit or any other commercial damage including; without limitation, incidental, consequential, special, exemplary, punitive or other indirect damages of any nature, for any reason whatsoever including, without limitation, a breach of this agreement, the expiration or any termination of this agreement, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise, even if such Party has been warned of the possibility of such damages.

F. PRICING, ROYALTY, AND AUDITS

f.1. **Pricing.** You agree that the Game will either 1) be made available for free, or 2) be made available for at least \$5.99.

f.2. **Royalties.** In consideration of the rights granted in the Agreement to You, You agree to pay Paradox 33% of the Net Revenues.

f.3. **Royalty Reports.** You shall within 45 days from the end of each calendar quarter ("**Report Period**") render royalty reports, detailing sales of the Game made in the preceding Report Period and showing how the Royalty has been calculated, and You shall provide Paradox with any reasonable explanations Paradox may request about such statement. The Royalty Report and any payment to Paradox shall be made in US Dollar. If the Game is sold in a different currency, then conversion shall be necessary to complete the Royalty Report, and the exchange rate used for such conversion shall be the average exchange rate for the relevant accounting period according to the central bank of Your residence. Thereafter, payment of accrued Royalties under this Agreement shall be paid within 10 days of receipt of an invoice. All Royalty Reports shall be mailed to salesreport@paradoxinteractive.com. Notwithstanding the foregoing, should You have no Royalty to report, or should the amount of due Royalty be less than five hundred U.S. dollars (US\$ 500), You shall inform Paradox hereof by sending an email to salesreport@paradoxinteractive.com and, unless otherwise required by Paradox, shall only send a Royalty Report and pay any accrued Royalties to Paradox once the total amount of due Royalty has reached at least five hundred U.S. dollars (US\$ 500). Licensor's acceptance of payments shall not preclude Licensor from questioning the correctness of such Royalties in accordance with the terms of this Agreement. All Royalties shall be paid without set-off of any amount whatsoever whether based upon any claimed debt or liability of Licensor to You. Payment of Royalties shall be made to Paradox by wire transfer as follows

Payable to: Danske Bank Sweden Branch

Box 7523

SE-103 92 Stockholm, Sweden

IBAN: SE3412000000012990115773 (EUR)

IBAN: SE1212000000012990115781 (USD)

IBAN: SE0712000000012990149627 (GBP)

Swift: DABASESX

f.4. **Audit.** You shall keep full and accurate books of account, and copies of all documents and other records relating to this Agreement during the Term and for 3 years thereafter. Licensor and its representatives shall have the right, during normal business

hours, and upon twenty (20) business days' notice, to audit, examine and make copies of such books, documents or other records. In the event that an audit reveals an underpayment in Royalty due to Licensor, You shall immediately pay Licensor such discrepancy plus a late payment interest as stated below. If such an audit reveals a discrepancy of five percent (5%) or more for any calendar quarter, You shall also reimburse Licensor for all reasonable costs incurred by Licensor in connection with the audit. Should You not timely remit any amount due to Licensor, an interest of two percent (2%) per month from the due date shall be due to Licensor until full payment is received.

G. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

g.1. **By You.** You represent and warrant that:

- h. You are a duly organized entity formed under the laws of the country where it keeps its principal office and has the right and authority to enter into this Agreement;
- i. You shall fully comply with the requirements of all applicable laws, regulations, rules and other ordinances issued by any authority relating to the subject matter of this Agreement and to the performance of Your obligations hereunder;
- j. You shall not use the Licensed Property in any manner deemed socially or educationally damaging, and shall not engage in any conduct that would damage the image of the Licensed Property, in the reasonable opinion of Paradox;
- k. You shall adhere to any Paradox Marketing and Brand Guidelines provided by Paradox from time to time;
- l. You shall obtain all necessary consents, licenses, authorizations and all other formalities required in connection with the manufacture, distribution, and sale of the Game in accordance with the Agreement;
- m. the Game shall at least meet industry standards and rules in terms of design, material, and workmanship and be suitable for their intended purpose and no hazardous substances shall be used in or on the Game;
- n. the Game shall not cause harm when used as instructed and with ordinary care for their intended purpose; and
- o. the Game shall be manufactured, tested, sold, and distributed in strict compliance with all applicable laws and regulations (including, but not limited to, local labor laws);

P. TERM AND TERMINATION

- p.1. **Term.** This Agreement shall be in force from the Effective Date and shall continue until terminated.
- p.2. **Termination for convenience.** Paradox may terminate this Agreement at any time for any reason by providing You a 30 days' notice of termination. You may terminate this Agreement at any time and for no reason by removing the Game from the Platform and ceasing to use the Licensed Property.
- p.3. **Termination for breach, bankruptcy etc.** Either Party shall have the right to terminate this Agreement:
- a. if the other Party commits any material breach of any of the provisions of the Agreement and, if such breach is capable of remedy, has failed to remedy such breach within thirty 30 calendar days after notice has been given by the nonbreaching Party in writing requiring such remedy;
 - b. if a winding up or bankruptcy of the other Party is commenced (excluding involuntary bankruptcy dismissed within 60 days), or if a receiver or administrator of the other Party or its assets is appointed, or if the other Party ceases to do business at any time for 30 consecutive calendar days (other than for annual holidays); or
- p.4. In addition, Paradox shall have the right to terminate the Agreement immediately:
- a. if the You assigns, novates, or otherwise disposes of the Agreement to any third Party, including as a result of a change of control in You, via operation of law, or otherwise, without the prior consent in writing of Paradox;
 - b. if You challenges the validity of any Licensed Property or any of Paradox's Intellectual Property Rights, and
 - c. in the event of any change in or transfer of control of You without the express written consent from Paradox.

Q. EFFECT OF TERMINATION

- q.1. **Effect.** Upon termination or expiration of the Term of this Agreement, all rights granted to You hereunder shall revert to Paradox, and with these additional consequences.
- a. All outstanding payments shall become immediately due and payable to Paradox
 - b. You shall cease to promote, advertise, distribute or sell the Game and shall cease to use any intellectual property, logo, and element related to the Licensed Property;

- r.5. **Waiver.** No waiver of any obligation by any Party hereto under this Agreement shall be effective unless in writing, specifying such waiver, executed by the Party making such waiver. A waiver by a Party hereto of any of its rights or remedies under this Agreement on any occasion shall not be a bar to the exercise of the same right of remedy on any subsequent occasion or of any other right of remedy at any time.
- r.6. **Remedies.** Unless expressly set forth to the contrary, either Party's election of any remedies provided for in this Agreement shall not be exclusive of any other remedies available hereunder or otherwise at law, and all such remedies shall be deemed to be cumulative.
- r.7. **Assignment.** You may not assign, delegate or otherwise transfer, in whole or in part, this Agreement without Paradox' prior written consent. Paradox may freely assign, delegate and otherwise transfer this Agreement, in whole or in part, to any Party.
- r.8. **Amendments to Agreement.** Paradox may at any time amend any terms of this Agreement by providing a 30 days' notice.
- r.9. **Independent Contractor Status.** Neither Party shall have, nor shall represent that it has, any power, right or authority to bind the other Party, or to assume or create any obligation or responsibility, express or implied, on behalf of the other Party or in the other Party's name, except as herein expressly provided. Nothing stated in this Agreement shall be construed as constituting the Parties hereto as partners or as creating the relationships of employer / employee, franchisor / franchisee, or principal / agent between the Parties. The You is performing services for Paradox as an independent contractor. Nothing contained in this Agreement constitutes appointment of either Party as an agent, representative, partner, joint venture or employee of the other Party for any purpose.
- r.10. **Exhibits.** The Exhibits mentioned below shall form an integral part of this Agreement:

Exhibit 1 Definitions

Exhibit 2 Labels

EXHIBIT 1 - DEFINITIONS

"Affiliates" shall mean any corporation or other entity which directly or indirectly controls, is controlled by, or is under common control with Paradox.

"Background Material" shall mean all pre-existing software code, utilities, editing/compiling tools, data formats or compression methods, algorithms and interface routine and general computer software design practices and proprietary development tools, and any improvements of such, identified in the attached Exhibit 6 hereto created and developed by You before the execution of this Agreement, for a purpose different than the present Agreement, and which are not solely related to a Game.

"Asset" shall mean any new creative elements for the Game (including, but not limited to, new characters, races, animals, settings, props, artwork, plots, story lines, or similar new creations).

"Design" shall mean any artwork created for the marketing and promotion of the License Product.

"Effective Date" shall mean the date You complete and submit the Form.

"Form" shall have the meaning set out in Section 1.1.

"Intellectual Property Rights" shall mean, including but not limited to, all patent rights, design rights, copyrights, trademark rights, trade secret rights and know-how rights.

"Game" shall mean a computer game using the Licensed Property that can only be made available on itch.io.

"Licensed Property" shall mean all copyrights, design, emblems, trademarks, logos, and trade names associated with the Vampire: The Masquerade 5th Edition originated by the Paradox or its Affiliates, including, by way of example e.g. characters, races, world map, stories and events, interface etc., but excluding elements developed by an licensee to Paradox, for example elements from the games "Vampire The Masquerade: Bloodhunt" or "Vampire The Masquerade: Coteries of New York".

"Paradox Marketing and Brand Guidelines" shall mean the latest version of the guidelines that governs how Paradox's Intellectual Property and Licensed Property may be used, which may be updated from time to time by Paradox.

"Marketing Material" shall mean all (whether physical or digital) advertising, marketing and promotional material, which are produced by or for You and which make use of Licensed Property, or any part thereof, and are used in any way, whether directly or indirectly, to promote the Game.

"**Net Revenues**" shall mean the number of units of the Games sold by You multiplied by the gross sale price of each Game to Your customers. The Parties agree that in the determination of the Net Revenues, You may deduct value added tax and any cut itch.io takes.

EXHIBIT 2 - LABELS

Trademark and copyright labelling for the Game and the related Marketing Material.

1. The Game shall include the following copyright and trademark notices:

"© 2021 [You Name]"

"© 2021 Paradox Interactive"

"Paradox and World of Darkness are trademarks of the Paradox Interactive. "

"Developed and published by [You] under license from Paradox Interactive."

2. The Marketing Material shall include the following mandatory copyright notice:

"©2021 [You], © 2021 Paradox Interactive. All Rights Reserved."

3. The Marketing Material shall, where spacing permits, also include the following trademark notices:

"Paradox, the Paradox logo, [Licensed Property] are trademarks of the Paradox Interactive. "

"Developed and published by [You] under license from Paradox Interactive."