

**PIXEL PRESS TECHNOLOGY, LLC**  
**BLOXELS™ END USER LICENSE AGREEMENT**

Pixel Press™ Bloxels™ is a family of software developed by Pixel Press Technology, LLC, a Missouri limited liability company. Please read this End User License Agreement (“**Agreement**”) carefully before using the Licensed Application. This Agreement is a legal agreement between You and Pixel Press which governs Your use of the Licensed Application. This Agreement provides a license to use the Licensed Application and contains warranty information and liability disclaimers. By clicking “accept” or installing and/or using the Licensed Application, You confirm that You accept the terms of this Agreement and agree to be bound by them. The Licensed Application is licensed, not sold.

This URL is current as of the revision date of this Agreement but Pixel Press may from time to time, in its discretion and without notice, modify or alter the URL for this document.

**1. Definitions**

**1.1. “Licensed Application”** means any Pixel Press™ Bloxels™ software program(s) , Updates, any third party software programs provided by Pixel Press in connection therewith (the “**Software**”), and documentation provided or made available to You by Pixel Press in connection with and pertaining to the Licensed Application, whether in printed or electronic format, and any associated media or printed materials pertaining to the Software, including without limitation the Pixel Press™ Bloxels™ game design board.

**1.2. “Pixel Press”** shall mean Pixel Press Technology, LLC, a Missouri limited liability company, and its officers, directors, employees, agents, affiliates, contractors, licensors, business partners, successors and assigns.

**1.3. “Update”** means a subsequent release or version of the Licensed Application provided or made available to You by Pixel Press.

**1.4. “You”/“Your”** means the end-user of the Licensed Application, including any minor who is using an account created by a parent or legal guardian.

**2. Scope of License**

Pixel Press grants to You a limited non-transferable license to use the Licensed Application on any device that You own or control and as permitted by the Usage Rules set forth in the App Store Terms and Conditions (the “**Usage Rules**”). You may **not**: (a) use the Licensed Application on any device that You do not own or control; (b) distribute or make the Licensed Application available over a network where it could be used by multiple devices at the same time; (c) rent, lease, lend, sell, redistribute or sublicense the Licensed Application; (d) copy (except as expressly permitted by this Agreement and the Usage Rules), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Application or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Software); (e) modify or cause to be modified any files that are part of the Licensed Application in any way not expressly authorized by Pixel Press; (f) use any unauthorized third-party programs or software that interact with the Licensed Application in any way, except to the extent expressly authorized by Pixel Press.

Any use or attempted use of the Licensed Application inconsistent with, or in breach of, the limited license provided in this Section 2 is a violation of the rights of Pixel Press and/or its licensors. If You breach any of the above restrictions, You may be subject to prosecution and damages. The terms of this Agreement will govern any Updates provided by Pixel Press that replace and/or supplement the Licensed Application, unless such Update is accompanied by a separate license, in which case the terms of that license will govern.

### **3. Ownership.**

All rights, title and interest in and to the Licensed Application, and all elements, components, and/or content provided therewith (including, without limitation, user accounts, computer code, titles, objects, artifacts, characters, character names, locations, location names, skins, sprite sheets, themes, stories, story lines, dialog, artwork, graphics, animations, sounds, musical compositions and recordings, voice recordings, audio-visual works, likenesses, methods of operation, and any intellectual property including without limitation patents, trademarks, copyrights, and trade secrets) are owned by Pixel Press or its licensors. The Licensed Applications and all content therein is protected by the intellectual property laws of the United States and by international intellectual property laws. Pixel Press and its licensors reserve all rights in connection with the Licensed Application, including, but not limited to, the exclusive right to create derivative works therefrom. You agree that You will not create any work of authorship based on the Licensed Application except as expressly permitted by Pixel Press. You acknowledge and agree that You have no interest, monetary or otherwise, in any feature or content contained in the Licensed Application.

### **4. User-Supplied Content**

The Licensed Application may be used to create video game content, including, without limitation, characters, avatars, animations, maps, levels, and/or scenarios (“**User-Supplied Content**”). All rights and title in original User-Supplied Content created by You in connection with Your use of the Licensed Application, including original works using a Pixel Press™ Bloxels™ game design board, is owned by You to the extent such ownership is not inconsistent with the ownership rights and interest of Pixel Press and its licensors, as provided in Section 3, or any third party. For sake of clarity and the avoidance of doubt, nothing in this section shall be construed to transfer or vest right or title in the Licensed Application or any elements or components thereof, including without limitation artwork, graphics, skins, sprite sheets, and other elements or components which may be used by You to create User-Supplied Content.

You hereby grant to Pixel Press a non-exclusive, transferrable, sub-licensable, irrevocable, royalty-free, worldwide license to reproduce, adapt, modify, distribute, publish, publicly perform, and/or publicly display any User-Supplied Content created by You in connection with Your use of the Licensed Application. Pixel Press may use such content without seeking or acquiring Your prior permission or consent and without providing You prior notice. You warrant and represent that User-Supplied Content created by You in connection with Your use of the Licensed Application does not infringe any third party’s rights, including without limitation rights of privacy, likeness rights, and/or intellectual property rights.

All User-Supplied Content is subject to the Acceptable Use Policy described in Section 7 of this Agreement.

### **5. Termination.**

This Agreement and the licenses granted hereunder are effective until terminated by You or Pixel Press. Your rights under this Agreement and the licenses granted to You hereunder will terminate automatically without notice from Pixel Press if You fail to comply with any term(s) of this license. Upon termination of the license, You shall cease all use of the Licensed Application, and destroy all copies, full or partial, of the Licensed Application. You may terminate this agreement by uninstalling, and discontinuing use of, the Licensed Application from all of Your computing devices.

### **6. Stored, Cached, and Transmitted Personal Information.**

The Licensed Application may transmit or facilitate the transmission of personal information provided by You, as defined by the Pixel Press Privacy Policy available at <http://www.projectpixelpress.com/legal>. This information may be stored or cached on Your computing device. You agree that You supply any such personal information at Your own initiative, and at Your own risk. Pixel Press makes no representation or warranty whatsoever concerning the security of such information, whether stored or transmitted, including in the event a third party comes into

possession of Your computing device. You agree to take reasonable precautions to protect Your personal information, including but not limited to using the Passcode Lock feature to protect Your device and the security and confidentiality of Your personal information.

#### **7. Acceptable Use.**

You acknowledge that you are solely responsible for all activity under your account and for compliance with the terms and conditions of these Terms, and any applicable policies including, but not limited to, the Pixel Press Terms of Use, which encompasses the Pixel Press Acceptable Use Policy, and the Pixel Press Privacy Policy, available at <http://www.projectpixelpress.com/legal>.

#### **8. Services; Third Party Materials.**

The Licensed Application may enable access to services and/or web sites provided or made available, directly or indirectly, by Pixel Press (collectively and individually, "Services"). Use of the Services requires Internet access and that You accept the separate Pixel Press Terms of Use ("TOU").

You understand that by using any of the Services, You may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, You agree to use the Services at Your sole risk and that Pixel Press shall not have any liability to You for content that may be found to be offensive, indecent, or objectionable.

Certain Services may display, include or make available content, data, information, applications or materials from third parties ("Third Party Materials") or provide links to certain third party web sites. By using the Services, You acknowledge and agree that Pixel Press is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. Pixel Press does not warrant or endorse and does not assume and will not have any liability or responsibility to You or any other person for any third-party Services, Third Party Materials or web sites, or for any other materials, applications, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to You. Location data provided by any Services is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Pixel Press, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of financial information or location data displayed by any Services.

You agree that any Services contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that You will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Services. No portion of the Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner, and You shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that Pixel Press is not in any way responsible for any such use by You, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that You may receive as a result of using any of the Services.

In addition, third party Services and Third Party Materials that may be accessed from, displayed on or linked to are not available in all languages or in all countries. Pixel Press makes no representation that such Services and Materials are appropriate or available for use in any particular location. To the extent You choose to access such Services or Materials, You do so at Your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. Pixel Press, and its licensors, reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will Pixel Press be liable for the

removal of or disabling of access to any such Services. Pixel Press may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

Certain features of the Licensed Application operate only in conjunction with the Services. The scope and content of the Service offerings may vary from time to time and may include, at different times, different, additional, or reduced Services. No change or reduction in the Services shall alter the scope of this Agreement or the grant of license hereunder, nor give rise to any claim, liability or obligation of Pixel Press. You understand that if You do not use the Services for any reason, certain features of the Licensed Application will not function and the Licensed Application may experience a decrease in functionality. You further understand that the Services are provided at the sole discretion of Pixel Press and Pixel Press is under no obligation to continue to provide the Services. In the event that Pixel Press ceases to provide the Services, the Licensed Application will experience a decrease in functionality. Under no circumstance shall Pixel Press have any liability or be subject to any claim related to any such decrease in functionality.

## **9. Waiver of Warranties**

**NO WARRANTY: YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE LICENSED APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE LICENSED APPLICATION ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PIXEL PRESS HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED APPLICATION AND ANY SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. PIXEL PRESS DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE LICENSED APPLICATION, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE LICENSED APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE LICENSED APPLICATION OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED APPLICATION OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PIXEL PRESS OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE LICENSED APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS, INCLUDING NEW JERSEY, DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU OR THE LIABILITY OF PIXEL PRESS SHALL ONLY BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.**

**THE SOFTWARE MAY CONTAIN OR USE FREE AND/OR OPEN SOURCE MATERIALS, INCLUDING WITHOUT LIMITATION SOFTWARE SUBJECT TO OPEN SOURCE LICENSING, COPYLEFT LICENSING, GNU GENERAL PUBLIC LICENSE, CREATIVE COMMONS, LIBRARY GENERAL PUBLIC LICENSE, LESSER GENERAL PUBLIC LICENSE, MOZILLA LICENSE, BERKELEY SOFTWARE DISTRIBUTION LICENSE, OPEN SOURCE INITIATIVE LICENSE, MIT, APACHE OR PUBLIC DOMAIN LICENSES, OR SIMILAR LICENSES. PIXEL PRESS MAKES NO REPRESENTATION OR WARRANTIES, AND SHALL HAVE NO LIABILITY, DIRECT OR INDIRECT, WHATSOEVER WITH RESPECT TO OPEN SOURCE MATERIALS CONTAINED IN THE SOFTWARE.**

## **10. Limitation of Liability.**

**TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL PIXEL PRESS BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE LICENSED APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF PIXEL PRESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS, INCLUDING NEW JERSEY, DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU OR THE LIABILITY OF PIXEL PRESS SHALL ONLY BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.**

In no event shall Pixel Press's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount actually paid by You to Pixel Press for the Licensed Application. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

#### **11. Equitable Remedies**

You hereby acknowledge and agree that Pixel Press would suffer irreparable harm if this Agreement were not specifically enforced. Consequently, in addition to such monetary and other relief as may be recoverable at law, You agree that Pixel Press shall be entitled to specific performance or other injunctive relief, without bond, other security, or proof of damages, as remedy for any breach or threatened breach of this Agreement.

#### **12. Miscellaneous**

Export Controls. You may not use or otherwise export or re-export the Licensed Application except as authorized by United States law and the laws of the jurisdiction in which the Licensed Application was obtained. In particular, but without limitation, the Licensed Application may not be exported or re-exported (i) into any U.S. embargoed countries or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. You represent and warrant that (i) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties. You also agree that You will not use these Licensed Applications for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or Licensed Application of nuclear, missiles, or chemical or biological weapons.

Choice of Law. The laws of the State of Missouri, excluding its conflicts of law rules, govern this Agreement and your use of the Licensed Application. Your use of the Licensed Application may also be subject to other local, state, national, or international laws. In any action to enforce the terms of this Agreement, Missouri law shall apply.

Dispute Resolution. You agree that in the event of any dispute between You and Pixel Press arising under this Agreement or otherwise in connection with Your use of the Licensed Product, You and Pixel Press shall first attempt to resolve the dispute informally for a period of not less than thirty (30) days commencing upon receipt of a notice by the complaining party setting forth the nature of the complaint and the relief sought. If any claim cannot be resolved informally, such claim shall be heard only in a federal or state court of the State of Missouri having within its territorial jurisdiction the City of St. Louis, and You consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

If You are a federal, state, or local government entity in the United States using the Services in Your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to You. For such U.S. federal government entities, these Terms and any action related thereto will be governed by

the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Missouri (excluding choice of law).

Non-Waiver. Pixel Press's failure to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by Pixel Press of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

Severability of Terms. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. If, however, it is determined that such provision cannot be reformed, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

Survival. The provisions of Sections 3, 4, 10, 11, 12, 13 and 14 shall survive any termination of this Agreement.

Contact. If you have any questions, questions, complaints or claims concerning the Licensed Application, please direct them to:

Pixel Press Technologies, LLC  
Attn: EULA Manager  
privacypolicy@projectpixelpress.com  
PO BOX 21604  
St. Louis, MO 63109

Last Revision: Feb 17, 2022