

Last updated: 1/19/2018

### **Additional Terms for the Arcade Program**

By opting-in, Your title is eligible and may be selected for use in the Arcade Program. The Arcade Program provides commercial venues, with access to a catalog of VR titles for use in connection with their on-premises customers. This functionality is provided through Platform Provider's arcade content management and delivery platform (the "Arcade Solution"). "Arcades" means arcades, internet cafes, movie theaters, amusement parks, shopping malls, and other venues that have an agreement with Platform Provider to utilize the Arcade Solution.

If You elect to distribute Your Products through the Arcade Program, each title may be provided to Arcades on a metered or time-based basis (e.g. per minute, per hour, or similar), on a recurring monthly license fee basis, or otherwise. If Your title is used in a given month by any Arcade on a metered basis, the Arcade Solution will track and meter that usage and charge the Arcade accordingly. Titles provided on a recurring monthly license fee basis will be automatically renewed and the Arcade will be charged monthly until the monthly license is terminated. The compensation that Platform Provider collects in any given month from each Arcade's purchase or usage of Your Products, after netting out applicable VAT, sales taxes, and refunds, will determine the amount of payment You will receive for that month. A Platform Fee will be charged and subtracted from that compensation and the remainder will be remitted to You, less any applicable withholding taxes, charge backs, currency charges, or other reasonable related fees and expenses. The Platform Fee for the Arcade Program is 30% of the monthly compensation collected by Platform Provider from purchase or usage of Your title by an Arcade (after netting out applicable VAT, sales taxes, and refunds).

You will determine the price for a recurring monthly license and for metered play of Your title through selection of a pricing tier, and in accordance with pricing guidelines provided by Platform Provider. If You request to change Your price once it has been set, the new price may not go into effect for as much as ninety (90) days.

If You elect to distribute your Products through the Arcade Program, Platform Provider may advertise and promote their availability through the Arcade Program. Enrollment in the Arcade Program does not guarantee that Your title will be placed or used in this Program. Notwithstanding any lesser period specified in the Viveport Platform Agreement, Platform Provider will remove Your title from the Arcade Program within ninety (90) days after receipt of your request. Platform Provider may terminate Your participation in the Arcade Program, in whole or in part, at any time in its sole discretion.

By opting-in, You agree to these Additional Terms and agree to comply with all applicable program requirements and other terms and conditions set forth in the Viveport Platform Agreement.