

End-user License Agreement, EULA

READ THIS LICENSE AGREEMENT BEFORE INSTALLING OR USING THE SOFTWARE. BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, YOU ACCEPT THE TERMS OF THIS AGREEMENT AS SET FORTH BY Sleipner Games AB.

This EULA (“the Agreement” or “the Terms”) is a legal agreement between you (“You”) and Sleipner Games AB (“the Company”), regarding Alkali (“the Software”). Read this End User License Agreement carefully before installing, accessing, or utilizing the Software. By installing and/or using the Software, You accept the Agreement in full. If you do not accept the Agreement, you may not install or use the Software. If You are not of legal age to accept the Agreement, have your parent(s) or guardian(s) review the Agreement for You.

THIS SOFTWARE IS LICENSED, NOT SOLD. The Company retains all rights not expressly granted to You. Subject to the terms of this EULA, the Company grants You a royalty-free, non-exclusive license to possess and use a copy of the Software. You may not sell, transfer, assign, rent, or novate Your rights or obligations under this EULA.

The Company reserves the right to, at its sole discretion, change, modify, add or remove portions of these Terms at any time. The updated Terms will be included with new versions of the software and will be published on the Company’s website. The updated EULA will be effective upon publication, without further notice. It is Your responsibility to keep up to date with the Terms.

The Software, including all data and materials, and all accompanying files, are distributed “as is” with no warranties of any kind, whether express or implied. The user assumes all risk of using the software. The Company takes no responsibility for any special, incidental or consequential damages resulting from use, misuse, or malfunction of the Software.

1. Ownership of the Software

1.1 The Company retains ownership of the Software and reserves all rights to the Software, including all code, sprites, images, animations, sound effects, music, and videos related to or included in the game, except where otherwise stated. No proprietary rights are assigned or transferred under this EULA.

1.2 You may not copy, alter, reproduce, modify, or adapt the Software except as permitted by law or specifically stated in this EULA.

1.3 You may not decompile or reverse engineer the Software, nor spread it or any of its components to others.

1.4 This EULA does not give you any right to sub-license the Software.

1.5 You may install and use any number of copies of the game but only for Your own personal use. Copies for other purposes are illegal.

1.6 You may not make illegal copies of the software and then distribute or sell such copies.

2. Rights and Limitations

2.1 Software Updates and DLC

We may in the future release new versions of the software, including patches, updates and downloadable content (“DLC”). You have no automatic right to any updates or DLC. All new versions are considered part of the software, thus under the license of this EULA or an updated version of this EULA.

2.2 Fan Made Content

You may create fan content, including “Let’s Play”-videos and fan art, and may publish and monetise your fan content.

This license may be revoked if the following conditions are not upheld:

- Fan content may not attack, bully or defame any individual.
- Fan content may not contain racist, homophobic, or sexist content, or other discriminatory content.
- Fan content may not infringe other copyrights.
- Fan content may not include illegal activities or illegal content.

For modification of any of the files included in the Software, see the section 3 “Modifications to the Software”.

2.3 Fan Suggestions

Any suggestions regarding the Software grants the Company a royalty-free, perpetual, non-exclusive, irrevocable license to use it, if no written agreement between You and the Company states otherwise.

3. Modifications to the Software

3.1 The Company assumes no responsibility for any third party derivative works, enhancements, modifications or adaptations (“Mods”), including levels and texture packs, that incorporate, interact with, or integrate with the Software. Mods may alter the game

experience, and the Company in no way guarantees that they are correct, error free, safe to use, or appropriate.

3.2 The Company is not responsible for supporting Mods, or the Software using Mods.

3.3 The following terms apply regarding the creation, distribution, and usage of Mods:

- The Mod works only for the full version of the game. Distribution of mods may not include the Software, only the mod itself.
- The Mod is made for non-commercial purposes. Neither You nor any other third party may sell or commercially exploit the Mod in any way, nor charge users for the Mod in any way, without express written consent from the Company.
- Donations to You or Your modding group are allowed, but may not be tied to delivery of specific products or services. Links to Donations may not be advertised within Your Mods.
- Illegal, malicious, deceptive, or copyright-infringing content is not allowed in Mods. Any such content is the sole responsibility of the Mod creator.
- All Mods must be clearly marked as community content, and may not claim to be content created by or for the Company.
- The Company retains all rights and ownership of the Software while the creator of the Mod retains ownership of the Mod, to the extent it is distinct from the Software.
- The Mod creator grants the Company a royalty-free, perpetual, non-exclusive, irrevocable license to use and modify the Mod as well as distribute it with the Software, in whatever manner and in whole or in part. If the Mod appears in video clips that the Company uploads to pages including, but not limited to, Twitch, YouTube, and Twitter, and such video clip generates revenue, the Company is under no obligation to share such revenue with the owner/maker of the Mod.
- The Company is under no obligation to credit the original Mod creator, but will try to do so whenever reasonable.
- The Mod may not attack, bully or defame any individual.
- The Mod may not contain racist, homophobic, or sexist content, or other discriminatory content.

3.4 The usage of Mods is at Your own risk. The Company holds no responsibility for any damages or errors that may occur due to the usage of Mods.

4. Miscellaneous

4.1 Severability

If any of these terms are held to be invalid or unenforceable by a court of law, the remaining terms still stand, while the unforcable part is excluded.

4.2 Updates to this EULA

This EULA may receive updates in the future, either by including the updated EULA with the software or by publishing it on our website. The updated EULA will be effective upon publication, without further notice.