

BORK3D ENGINE LICENSE AGREEMENT

June 30, 2009

This license agreement is made between **You** and BORK 3D LLC for the use of the Bork3D Game Engine (the “**Engine**”). **Please read this agreement carefully and keep a copy for your records.** For the purposes of this agreement the Engine is defined as all source code, assets or work products you receive from BORK 3D LLC in connection with the Engine, including updates, supplements and support services.

Indy License: \$49 - Professional License: \$199 - Professional Upgrade (from Indy): \$150

Terms of Agreement

1. The Engine is licensed on a “**per developer**” basis, where a developer is defined as a person in your organization who utilizes the Engine source code. The license is non-transferable.
2. The Engine is covered by the confidentiality agreement you signed with BORK 3D LLC. No portion of the Engine, especially source code, may be shared with anyone beyond the developers in your organization who have purchased licenses.
3. Changesets, patches, enhancements, modules, extensions or other modifications of the Engine in source code form you create may not be shared with anyone beyond developers in your organization who have purchased licenses.
4. You may publicly sell, publish or otherwise distribute compiled products you create using the Engine, so long as the source code to the Engine is not included.
5. The Indy License is only to be used by individuals or organizations **funding their own game development**. If you are purchasing the Indy License you agree to upgrade to the Professional License if at any time you or your business exceeds \$100,000

in revenue annually **or** you receive funding from an external source for the purpose of making games.

6. You agree to purchase one license for each developer in your organization that will be utilizing the Engine source code.
7. There are no additional fees or royalties for using the Engine beyond the initial per developer fee.
8. If you are purchasing the Indy License you agree to **give credit** to the Engine in products you create using the Engine. Credit constitutes placing the “Bork3D Games” logo image or “Made with the Bork3D Engine - www.bork3d.com” text prominently in your products. You are not held to this restriction if you are purchasing the Professional License.
9. You grant BORK 3D LLC the right to promote the Engine by informing others of products you create that use the Engine.
10. You understand that the Engine is sold on an “as is” basis, without any warranty of any kind.
11. You agree to hold harmless BORK 3D LLC of any damages resulting from using, or failing to use, the Engine.
12. You agree to use the Engine in accordance with the laws of the United States.

By signing below you agree to the terms and conditions above.

Signature

Date

Printed Name

Mailing Address