

ONLINE GAME LICENSE AGREEMENT

THIS ONLINE GAME LICENSE AGREEMENT (this “**Agreement**”) is entered into by and between

_____, with its principal place of business _____ Republic of Korea (“**Licensor**”),

and

_____, a Russian company with its principal place of business located at _____, Russian Federation, _____ (“**Licensee**”).

(each a “**Party**” and collectively the “**Parties**”)

RECITALS

WHEREAS, Licensor possesses the exclusive license and represents for the trademarks, copyrights, patents and other certain considerable know-how in the field of design, manufacturing, installation and safe of the Licensed Program (defined here below) and every legal concern regarding the Licensed Program is fully empowered to Licensor, and

WHEREAS, Licensee desires to license such computer program for operating online game service in the Territory (defined here below) and Licensor is willing to grant to Licensee an exclusive license for such purposes on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and intending to be legally bound thereby, the parties agree as follows unless otherwise defined in the context.

AGREEMENT

1. DEFINITIONS.

- 1.1 “Business Day” shall mean any day other than a Saturday, Sunday or a legal holiday in Russia and Korea.
- 1.2 “Commercial Launch Date” shall mean the date when Licensee commercially launches the licensed program and/or starts providing the Game Service that generates any revenue within the Territory.
- 1.3 “Derivative Works” shall mean
 - (i) for material subject to copyright, registered or unregistered design protection, any work which is based on one or more preexisting works of the localized Licensed Program, such as revision, modification, improvement, upgrades, translation, abridgment, condensation, expansion, collection, compilation or any other form in which such preexisting works may be recast, transformed or adapted; and
 - (ii) for material subject to trade secret protection, any new material, information or data relating to and derived from the Licensed Program, including new material which may be protected by copyright, patent or other proprietary right, and, with respect to each of the above, the preparation and/or use of which, in the absence of this Agreement or other authorization from the owner, would constitute infringement under applicable law.
- 1.4 “Designated Locations” shall mean the particular locations where Server Software is permitted to be used pursuant to the terms and conditions of this Agreement.

limited to the prevention of attacks by hackers, robots, worms, viruses and any other security threats to the Licensed Program, the Payment Gateway, the game database, the customer information database.

- (b) Licensee shall enable Licensor to access the localized Licensed Program for the purpose of modifying, improving, or providing patches. Maintenance work apart from emergency cases should be done during specific time-periods that Licensee and Licensor agree on.
- (c) Licensee shall implement terms and conditions and a privacy policy for the Licensed Program.
- (d) Licensee shall maintain a customer support staff for the Licensed Program and provide the Licensed Program customer support.

4.4 "Maintenance" Licensor shall maintain the Licensed Program free of errors at no cost to Licensee for the term of this Agreement in accordance with the following procedure;

- (a) In the event Licensee discovers errors in the Licensed Program which cause the Licensed Program not to operate in material conformance to Licensor's specifications, Licensee shall submit to Licensor a written report, via e-mail or by facsimile, describing the nature of such errors in sufficient detail to permit Licensor to correct such errors.
- (b) Upon receipt of any such written reports, Licensor agrees to respond to the reported errors at the latest within twenty four (24) hours and prepare an update or patch program in a timely manner to correct such errors as early as practicable. In any event, any critical error that prevents multiple users from accessing the game must be corrected with the highest priority.

4.5 "Hacking" Licensee shall, at its own expense, perform implementation of Anti-Hacking Software into the Licensed Program to cope with the reasonable satisfaction service of the Licensed Program in the Territory.

Both Licensor and Licensee shall use their best efforts to protect the Servers from hacking. In the event Licensee discovers any hacking activities, Licensee shall submit to Licensor a written report, via e-mail or by facsimile, describing the nature of such activities in sufficient detail to permit Licensor to provide preventive measures. Upon receipt of any such written report, Licensor shall test and confirm the reported Hacking and provide a plan with a view to correct and fix the Hacking problem.

4.6. Licensor shall grant to Licensee the rights to use an appropriate Billing-Shopping System according to Licensee's technical requirements and deliver the relevant Software on suitable data carrier to Licensee at its own costs.

4.7 "Upgrade" Licensor shall provide Licensee with the Upgrade Version of the Licensed Program as it becomes available for free of charge.

4.8 "Testing of Beta Version" Licensor shall issue an amount of temporary Licensed Program accounts to be mutually determined by the parties, to the Licensee for the purpose of testing the Beta Version and the game database for a period of time to be mutually determined by the parties. Licensor shall correct and/or provide avoidance procedures and/or work-arounds for any reported by Licensee at no charge (following Licensee's completion of the testing of the Beta Version).

5. TRAINING

On Licensee's request, Licensor will provide adequate training to Licensee's personnel for the Licensed Program. Training will be in the areas of engineering, use and maintenance of the Licensed Program, operations, sales and marketing. Training will be conducted at times

(b) Licensee relinquishes Licensor's right to prolong for the next period.

10.2 Unless otherwise required in other provisions, this Agreement may be terminated by seven (7) days written notice if;

(a) The confidentiality provisions contained in Section 14 are breached by either party;

(b) Either Party files a voluntary petition in bankruptcy or receives notice of a third party's intention to file an involuntary petition in bankruptcy.

(c) Either Party breaches a responsibility granted under Section 6.1, 6.2 and is not able to remedy the breach within 30 days after written notice by the other Party.

11. EFFECTS OF TERMINATION

11.1 "Survival of Rights and Obligations" Upon termination or expiration of this Agreement, all rights and obligations hereunder shall cease except

(a) the warranties expressly set forth in Section 12, and

(b) the keeping of Confidential Information as provided in Section 14 hereunder

11.2 Upon termination or expiration of this Agreement, Licensee shall have no further right to use, copy, duplicate, modify, enhance, create derivative works of, or sell and distribute the Licensed Program and the Licensed Materials. Yet, Licensee is entitled to a run-off period of three months and the respective rights of exploitation to fulfill its obligations towards the users of the Licensed Program.

11.3 Upon termination or expiration of this Agreement and the expiration of the run-off period for any reason, all rights and licenses granted to Licensee hereunder shall terminate and revert immediately to Licensor and Licensee shall immediately cease using the Licensed Marks and the Licensed Program.

11.4 In the event that Licensor is not able to provide a version of the Licensed Program that is suitable for commercial exploitation within the agreed upon schedule and Licensee subsequently terminates this Agreement Licensor shall immediately return to Licensee all payments made according to this Agreement.

12. WARRANTY

12.1 Licensor warrants that he owns all rights necessary for the granting of rights pursuant to this Agreement.

12.2 Licensor further warrants that

(a) the rights granted to Licensee have not been transferred to third parties or are not burdened with third party rights, that third parties have not been charged with the exclusive execution of such rights and that at the time of the conclusion of this contract there are no obligations towards third parties that might impair the granting of rights pursuant to this agreement.

(b) Licensor Marks, content, and methodologies, including but not limited to computer programs and/or technology used in connection with the services provided under this Agreement do not now, and will not, infringe or misappropriate any copyright, patent, trademark, trade secret, privacy and right of publicity, contract right or other third-party proprietary right or other rights of any third party or entity;