Beta Tester License Agreement / Non-Disclosure Agreement

Terms and conditions Game test contract

This game trial agreement describes the terms under which you are offered access to an account, hereinafter referred to as "the account", to play a pre-release product that is being developed by or for PlayPlay interactive entertainment Desenvolvimento de Sistemas Ltda., hereinafter referred to as "PlayPlay Studios", currently known as "Big Earth" hereinafter referred to as the "Game", exclusively as part of this, herein named "Game Testing Period" closed. The Agreement is between you and PlayPlay Studios, you acknowledge and agree that PlayPlay Studios owns certain intellectual property rights in the Game and, as such, will have an independent right to enforce any provision of this agreement. By pressing the "I accept" button, you accept the terms and conditions below. By pressing the "I do not accept" button, you decline our offer, in which case you must contact PlayPlay Studios via email contact@playplaystudios.com, regarding your removal from this Game Trials Period. In the event that you decide not to accept this agreement or by technical means may bypass / disable the "ACCEPT BUTTON" by installing, copying, downloading, accessing or otherwise using the Game, you will be deemed to have agreed to be bound by the terms of this wake up. Furthermore, you acknowledge that you choose to accept and be bound by the terms of this Agreement each time you enter or re-enter the Game. If you do not agree with the terms of this agreement, do not install or use the Game. By accessing or otherwise using the Game, you will be deemed to have agreed to be bound by the terms of this agreement.

To participate in this Play Trial Period for the Game, the contributing participant, also referred to as "you", must read and accept the terms of the agreement below. Please read the PLAY TEST AGREEMENT carefully.

GAME TEST AGREEMENT (the "Agreement")

PlayPlay Studios, is currently developing a software product under the title "Big Earth", In production since 06/15/2017, "Big Earth" is the title of the original copyrighted work, unpublished, electronic game product interactive property with full copyright, produced by PlayPlay Studios, for commercialization in virtual stores, herein called the "Game". The Game Trials Period provides, among other things, to allow a limited number of people to provide feedback and comments to PlayPlay Studios, in relation to the Game (including any versions), as well as to test, at PlayPlay's sole discretion Studios, the features, capabilities and performance of any other software or materials that may be provided by PlayPlay Studios as part of this Trial Period s, the "Game Software". Collectively, the Game and the Game Software are referred to as "Game Materials" in this Agreement.

The following items are considered in this Agreement:

(A) You represent and warrant that you are eighteen (18) years of age or older. You represent and warrant that you are entering into this Agreement on a completely voluntary basis, with no expectation of any form of compensation or remuneration other than as expressly provided for in this Agreement. IF YOU ARE UNDER 18 YEARS OLD, you must have a designated guardian of legal age, previously registered in the Game Testing Period

with the necessary permissions assigned and granted by PlayPlay Studios and, in this condition, the nominee and of legal age will be responsible directly by the provisions of this Agreement.

- **(B)** You acknowledge that, by becoming part of the Game Trials Period, PlayPlay Studios is providing you with the Game Materials free of charge (which constitutes the sole and sufficient consideration for this agreement) and that PlayPlay Studios has not no other promises, whether express or implied, in relation to any other form of consideration for your participation in the Game Trial Period.
- **(C)** PlayPlay Studios may, in its sole discretion, terminate the Game Trials Period at any time.
- **(D)** You agree that your participation in the Game Trials Period does not constitute an employment, service or offer of such agreement between you and PlayPlay Studios, and that PlayPlay Studios does not ask and/or require you to work a certain number of hours, shifts, or period as part of your participation in the Game Trials Period and that your participation is strictly voluntary and done solely for your personal enjoyment; and further, PlayPlay Studios expects you to only use your free time to participate in this Game Trial Period, and does not expect you to renounce other activities, including gainful employment, during the time you spend participating in this voluntary period. You can stop being a voluntary Game tester at any time you wish.
- **(E)** You agree that PlayPlay Studios is not providing you with any hardware to run the PlayPlay Studios game software and/or Materials or connect to PlayPlay Studios servers.
- **(F)** You agree that while the role you will play in helping PlayPlay Studios to develop better software is helpful; in no form or by any means entitle you to any property claims or rights to receive any other compensation of any kind for your participation. Any and all contributions, creations, participation are hereby granted, in order to guarantee the total and complete ownership of the work "The Game" to PlayPlay Studios. PlayPlay Studios does not effect employment relationships, payments, bonuses, or any form of financial retribution, quota or profit sharing with collaborators and/or testers. The Game cannot be linked to parties that claim participation or reimbursement, and cannot have, and in any way, any part made unfeasible for commercialization and contracting due to non-agreement or dependence on the assignment of any materials from third parties and/or collaborators, use of image or any nature, see Section 3.2 Ownership of the work, and for these they create impediments to the commercialization of the product in the market.
- **(G)** You acknowledge and agree that all Points and/or Points Items purchased during the Play Trials Period are non-refundable, non-monetary and non-negotiable.
- **(H)** You acknowledge and agree that PlayPlay Studios reserves the right to add or remove points from your account and/or change/add/remove collected or updated items, modify or remove any items from the Game at any time and without notice.
- (I) You acknowledge and agree that points acquired during the Game Trials Period cannot be saved or used in the commercial version of the Game.

- (J) You acknowledge and agree that all points will be removed from your account before moving on to the next testing phase (if applicable).
- **(K)** You acknowledge and agree that points acquired during the Game Trials Period do not entitle you to any points during any other testing phases (if applicable) or for the commercial launch of the Game.
- **(L)** You acknowledge that you must have proper internet access to access the Game and all Game Materials, including the period and duration of trials.
- **(M)** You acknowledge that you must respond to the Game Materials made available for testing response forms after the Game Testing Period ends.

1.0 Participation

Any individual who, during the production period of the Game, fits the following items is considered a contributor:

- (i) Production: Production of systems, photos, images, audios, soundtrack, 3D models, programming, assets, animations, films, editing, script, script, level design, puzzle development, organization and planning, visual identity, all media material for placement, communication and marketing material, developed and/or produced.
- (ii) Creation: Any type of creation, verbal or written idea, transactions, processes, products, services, media creation or "feedback".
- (iii) Gameplay tests and feedback. In the event that you receive the Game Materials for testing and checks in order to collect PlayPlay Studios from the tester's perception for product adjustments, the Game.

2.0 Grant of License.

2.1 Grant of License. Subject to your acceptance of the terms and conditions contained herein, or in the event that you receive and use the Game Materials from PlayPlay Studios, you are granted a limited, revocable right to install the Game Materials on your computer, you will only have a (1) Account for the sole purpose of evaluating the Game Materials as permitted in Section 4.0 Testing and Evaluation Obligations below as part of the Game Testing Period. You may only use the Game Materials for the purposes set out in Section 4.0 and 5.0 Personally Identifiable Information below.

2.2 License Restrictions. Not allowed:

The. Sublicense, transfer, distribute or permit the use of the Game Materials by third parties, copy, modify, sell, lease, rent, distribute, transfer or disclose any part of the Game Materials, except as provided in this Agreement;

- B. Reverse engineer, decompile or disassemble the Game Materials;
- c. Make copies of the Game Materials;
- d. Export the Game Materials in violation of the export control laws of Brazil and other countries;

and. Use the Game Materials to create other computer programs for any reason; f. Share your account with third parties.

- **3.0 Indemnification.** You agree: (a) to indemnify, defend and hold harmless PlayPlay Studios from and against all claims, losses, liabilities, damages, expenses and costs (including, without limitation, reasonable fees for attorneys and expert witnesses) arising any breach or alleged breach of any of your covenants, representations, warranties or obligations hereunder; and (b) hereby release, PlayPlay Studios and direct and indirect parents, subsidiaries, affiliates and sister companies, and their respective directors, employees and agents, from and against any losses, liabilities, claims, obligations, costs and/or expenses (including reasonable legal fees) that result from, arise from or in connection with your use of the Game Materials and/or your participation in the Game Trial Period.
- **4.0 Testing and Evaluation Obligations.** You agree to comply with all of the following obligations in connection with this Game Trials Period: (a) test, evaluate and analyze the Game and its specific aspects as identified by PlayPlay Studios to you; (b) to test, evaluate and analyze other gaming software (if applicable) and its operation, features, capabilities and performance; (c) to comply with PlayPlay Studios' reasonable requests from time to time in connection with testing; and (d) to provide Feedback, analysis, suggestions and comments to PlayPlay Studios, including, but not limited to, "bug" reports (errors or problems incurred in testing) and test results as reasonably requested by PlayPlay Studios, or otherwise voluntarily provided by you (collectively, "Feedback"). You represent and warrant that you have the right to enter into this Agreement and assign and grant the rights set forth herein, and that any Feedback you provide herein is original work done solely by you and does not infringe any third party intellectual property right.
- **5.0 Personally Identifiable Information; monitoring;** Privacy issues. You may be required to provide PlayPlay Studios, as a condition of testing the Game Materials, with certain personally identifiable information as follows: Name, date of birth, email address, legal residence, telephone number, computer hardware specifications, graphics card(s), motherboard, RAM, hard drive size and type, processor and operating system. PlayPlay Studios undertakes to maintain the confidentiality of the data provided by the collaborators for registration in the Game Testing Period, unless the collaborator does not comply with the terms and conditions established in this Agreement. Content and communications through chats, conferences, newsletters, message boards and email with PlayPlay Studios staff are considered "Confidential Information" as defined in this Agreement.

6.0 Term of Agreement.

6.1 Term of the Agreement. You acknowledge that the Game Trials Period and the termination of your participation in the Game Trials Period shall not modify or replace the survival clause in Section 8.1 Ownership and Copyright below. You further acknowledge that the Game Trial Period shall run from the time you install, copy, download, access or otherwise use the Game Materials, and shall end upon expiration of the Game Trial Period, unless otherwise unilaterally extended or terminated by PlayPlay Studios in its sole discretion. Your participation in the Game Trials Period and the granting of the license herein

may be terminated by PlayPlay Studios at any time, for any reason or no reason, in PlayPlay Studios' sole and absolute discretion, upon written or email notice to you, without any form of compensation due to you for such termination. You may, at any time and for any reason or no reason, terminate your participation in the Game Trials Period by sending written or email notice to PlayPlay Studios; (a) The Game Trials Period will end on PlayPlay Studios' first written or email notice to you; or (b) your written or email notification to PlayPlay Studios; or (c) the commercial release of the Game.

- **6.2 The Game Testing Period.** Each stage of the Game Testing Period must not exceed more than 30 calendar days from the employee's registration date or period determined by the notifications mentioned in Section 6.1 Term of Agreement. **7.0 Confidentiality**
- **7.1 Definition of Confidential Information.** "Confidential Information" means (a) any and all information relating to, contained in or transmitted through the Game Software, the Game and the Game Trial Period, including, without limitation, information relating to: (i) the performance, capabilities and content of the Game Materials, (ii) your Feedback, (iii) the Feedback of any other participant in the Game Trial Period, and (iv) the Feedback and comments of any employee of PlayPlay Studios; (b) the existence and terms of this Agreement; (c) any and all information relating to PlayPlay Studios' future or proposed games, services or business operations. Without limiting the generality of the foregoing, please see Addendum B below for a list of examples of Confidential Information. The list in Addendum B is not exhaustive and is provided for reference and example only.
- 7.2 Obligation of Confidentiality. You must keep Confidential Information confidential and you must not publish, disclose, distribute, transmit, post or make available, directly or indirectly, any Confidential Information to third parties, except as expressly provided herein. However, you may disclose Confidential Information pursuant to a court or government order; provided, however; (a) you provide PlayPlay Studios with prompt written notice of such order so that PlayPlay Studios has an opportunity to seek a protective order or other appropriate remedy for such order, prior to disclosure and you must comply with any applicable protective order or equivalent, (b) you provide PlayPlay Studios with all reasonable assistance to object to such required disclosure or seek an order of protection or confidential treatment for all or part of such Confidential Information, (c) you consent to the registration and use of your name in; participation and attributions in credits, records, releases, social media, promotional material and work registration. Except when expressly authorized by PlayPlay Studios, no employee, contractor or collaborator has the right to disclose such information, share it, disseminate it, copy, reproduce or publish it by any means or vehicle media or any other means of communication, even that on social media, to reveal it, under penalty of a fine to be paid by the declarant to the injured third parties, as provided in Section 15.0 of the penalties. In the event of disclosure and leakage of Game content by the contributor, PlayPlay Studios is released from the confidentiality of the contributor's comments, data and documents. You shall use reasonable efforts to safeguard and prevent unauthorized use or disclosure of Confidential Information unless expressly authorized in writing as provided in Section 7.3 Permitted Disclosures below. Your obligation to maintain the confidentiality of the Game Materials will continue until PlayPlay Studios discloses to the public, through no fault of you (or a third party unaffiliated with PlayPlay Studios), such Confidential Information.

7.3 Permitted Disclosures. You may disclose the information specifically identified in Addendum A, if any, on online message boards, forums, or other similar locations subject to the restrictions set forth in Addendum A and this Agreement. These restrictions apply regardless of whether the site is open to the general public or with regulated and/or restricted access. PlayPlay Studios reserves the right to change Addendum A from time to time upon written notice to you. Notwithstanding anything to the contrary herein, you must not make false statements to anyone about PlayPlay Studios, its licensors, this Game Trial Period, other Game Trial Period participants, or any PlayPlay Studios products or services, including the Game and Game Software.

8.0 Ownership and Copyright

- **8.1 Ownership and Copyright.** Except for the revocable and limited license expressly granted hereunder, PlayPlay Studios and/or its licensors retain all right, title and interest in the Game Materials, all copies thereof, and all Game Character data in connection with with them. In accordance with LAW No. 9,610, OF FEBRUARY 19, 1998. Copyright of the work, PlayPlay interactive Entertainment Desenvolvimento de Sistemas Ltda. owns 100% of the Game and Game Materials in accordance with the terms and conditions set forth with the publisher and distributor stores. The work will have its registration at INPI National Institute of Industrial Property, credits and participations must be made properly, according to the permission and participation of the collaborator provided for in this agreement.
- **8.2 Ownership of the Work.** You acknowledge that PlayPlay Studios and/or its licensors own all intellectual property rights in and to the Game Materials, including, without limitation, all patent rights, copyrights, inventions, trade secret rights, image rights trademark rights and intellectual property rights contained therein. All information that the employee has access to thanks to the relationship he maintains (or already maintained) with PlayPlay Studios, whether electronic, mechanical, phonographic, written, handwritten, audiovisual, photographic reproductions, screen photo, screen capture, printscreen or any other means of visual dissemination, including test versions (build) of the Game, printed or even verbal of an administrative or commercial nature, and/or all material used in the production, systems, photos, images, audios, soundtrack, 3D models, programming, assets, animations, films, editing, script, script, level design, puzzle development, organization and planning, visual identity, all media material for placement, communication and marketing material, developed and/ or produced or any item of the participation clause (Production, creation or gameplay testing), as a general rule, are confidential and the exclusive property of PlayPlay Studios. It is also PlayPlay Studios' intellectual property any type of product related to the Game, such as vases, dolls, t-shirts, 3D prints, paintings, and any other type of souvenirs or promotional products. You may not remove copyright notices and other proprietary rights from the Game Materials. You agree that this Agreement shall be maintained with all printed and electronic copies of the Game Materials and documentation that constitutes the Game Materials.
- **8.3 Ownership and Rights of Feedbacks.** All of your Feedback shall be the sole and exclusive property of PlayPlay Studios and/or its licensors or licensors, and you assign any and all title and interest in and to any and all Feedback intellectual property rights relating to PlayPlay studios and/ or its licensors, without limiting the generality of the foregoing to PlayPlay Studios. You agree that PlayPlay Studios and/or its licensors or licensors shall

have a perpetual and irrevocable right to use, modify and otherwise exploit all or part of your Feedback or any means derived from it or in any derivative manner. Now known or anticipated without any remuneration, compensation or credit to you. To the extent that any of the rights granted herein cannot currently be assigned under applicable law, you agree to assign such rights at such time as the rights can be assigned. You agree, at the request of PlayPlay Studios, to execute such additional documents and to take such additional acts as may be necessary or desirable to document, improve, register or enforce the property of PlayPlay Studios and/or its licensors of any of the rights, titles and/or interests contained herein, in whole or in part, including, without limitation, the performance of a copyright assignment in a form provided by PlayPlay Studios in its sole discretion. If you fail or refuse to sign any of these documents, you hereby appoint PlayPlay Studios as your attorney-in-fact, which appointment is associated with an interest and is irrevocable to act on your behalf and execute, deliver, register and file only such documents. The rights granted, assigned and/or to be assigned by you hereunder are granted for the entire universe and shall last forever. You will not acquire any right to use, and will not use, without the prior written consent of PlayPlay Studios, the names, characters, artwork, designs, trade names, copyrighted materials, trademarks or service marks of PlayPlay Studios or its parent, related companies or subsidiaries, employees, directors, officers, shareholders, assigns, successors, licensors or licensees: (a) in any advertising, publicity, marketing, promotion or on any website; or (b) in any manner not in accordance with this Agreement.

9.0 Precautionary measure. You acknowledge and agree that a breach or threatened breach of Sections 2.1, Grant of License, 2.2 License Restrictions, 3.0 Indemnification and 4.0 Testing and Evaluation Obligations. of this Agreement will cause irreparable damage, that monetary damages would be an inappropriate remedy, and that PlayPlay Studios will be entitled to an ex parte injunctive without bail to restrain you from such breach or threatened breach. Nothing in this Section 9.0 shall be construed as preventing PlayPlay Studios from pursuing any and all remedies available to it, including recovering money damages from you.

10.0 No Warranty.

10.1 No Warranty. You acknowledge that the Game Materials provided here are pre-release products. You acknowledge that the Game Materials may contain errors and defects and are not final products. The Game Materials are provided "as is" without any express or implied warranty of any kind, including warranties of satisfactory quality, merchantability, non-infringement or fitness for any particular purpose. You further agree that PlayPlay Studios is under no obligation to make the Game Materials available for play without charge for any period of time, or to make them available. PlayPlay Studios is not responsible for damages or for providing Support.

10.2 Disclaimer for Damages. To the fullest extent permitted by applicable law, PlayPlay Studios or any subsidiary or affiliate of PlayPlay Studios, nor any of their employees, agents and/or directors will not be liable to you or any person for any indirect, special, incidental damages any causes of action arising out of this agreement, the Game or other Game Materials provided herein, whether arising in tort (including negligence), contract, strict liability or otherwise, whether or not deemed by you. In no event shall PlayPlay Studios' aggregate liability to you under this Agreement exceed fifty reais (R\$50.00).

- **10.3 Lack of Support.** PlayPlay Studios does not provide any support for the Game Materials. However, PlayPlay Studios may provide an email address and/or a private message board for you to send any questions and/or comments regarding the Game Materials. PlayPlay Studios, however, makes no representations or warranties as to the accuracy of any statements or advice provided in response to your email(s) and/or advice postings.
- **10.4 Test Environment.** You acknowledge that the Game Materials will be run in a testing environment, that Game characters, character data or any other value or status indicators that you achieve through the Game as part of the Game Testing Period may be erased. or modified in PlayPlay Studios' sole discretion at any time, and that such data will likely not be exported to the Game once the Game is commercially released.

11.0 Participant's Obligations in the Game Testing Period.

- **11.1 Participant's Obligations.** It is understood and agreed that, as part of the Game Testing Period, you are expected to suggest changes, improvements, additions to the Game as well as provide an analysis of the Game and its features and that any material provided to PlayPlay Studios in any and in any way, including but not limited to email, images, text messages on message boards and/or oral messages become the exclusive property of PlayPlay Studios and/or its licensors. Past materials shall be considered Feedback as the term is defined in Section 4.0 Testing and Evaluation Obligations above. You waive any rights to the Feedback or any compensation for the Feedback. PlayPlay Studios shall have the right (but not the obligation), in its sole discretion, to credit you for the Feedback and you hereby grant PlayPlay Studios a license to assign such Feedback to you.
- 11.2 Obligations with "Bugs". It is understood and agreed that as part of your participation in the Game Trial Period, it is your responsibility to report all known Bugs, abuse of 'Bugs', 'Undocumented Features' or other defects and issues relating to the Game and Game Software to PlayPlay Studios as soon as "Bugs" are found. If you know of a Bug or have heard of a Bug and have not reported the Bug to PlayPlay Studios, we reserve the right to treat you in the same way as someone who abuses the Bug. You acknowledge that PlayPlay Studios reserves the right to block anyone caught abusing a Bug outside of all PlayPlay Studios products.

12.0 Miscellaneous.

- **12.1 Survival.** The provisions of this Agreement shall continue in full force and effect even after (a) the Game Trials Period has ended or ended and/or (b) your participation in the Game Trials Period has ended. or (c) after the Game has been released on online stores and/or other means of distribution.
- **12.2 Applicable Law; Jurisdiction.** If you reside in a Member State of the European Union: (i) the laws of England, excluding its conflict of laws rules, govern this Agreement and/or your use of the Game Trial Period and Game Materials; and (ii) you expressly agree that exclusive jurisdiction for any claim or action arising out of or relating to this Agreement and/or your use of the Game Testing Period and Game Materials shall be the District Court

of São Paulo-SP-Brasil , and you expressly consent to the exercise of personal jurisdiction by such courts. If you reside elsewhere: (i) the laws of the State of São Paulo-SP-Brazil, excluding its conflict of laws rules, govern this Agreement and/or your use of the Game Trial Period and Game Materials; and (ii) you expressly agree that exclusive jurisdiction for any claim or action arising out of or relating to this Agreement and/or your use of the Game Trial Period and Game Materials shall be the federal or state courts covering the State of São Paulo, Brazil, and you expressly consent to the exercise of personal jurisdiction by such courts. Disputes subject to this provision include claims related to this Agreement and/or your use of the Game Trial Period and Game Materials involving PlayPlay Studios or its parents, affiliates, subsidiaries, employees, contractors, officers, directors and content providers, and /or its licensors. Please note that your conduct may also be subject to other local, state, national and international laws.

- **12.3 Severability.** If any provision of this Agreement is held to be invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of all other provisions of this Agreement shall not be affected. therefore.
- **13.0 Entire Agreement and Venue.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior oral, oral and written and contemporaneous negotiations, commitments and understandings of the parties. After accepting these conditions, the follow-up of exchanging emails related to the "Big Earth" project, as well as any material previously transacted between the parties will be considered of judicial value, even if the development and production process is still in progress. Being fully aware and in agreement with the content of this declaration, I, the collaborator, hereby reiterate the commitment to fully respect it. The Central forum of the District of São Paulo-SP is hereby elected to resolve issues arising from the fulfillment of this contract.
- **14.0 Breach of Terms and Conditions.** In the event that you violate any of the terms set forth in this Agreement or in the Game Trials Period Code Rules of Conduct, as incorporated in Addendum C, you acknowledge that PlayPlay Studios, in its sole discretion, may remove your access to the Trial Period. of game testing, and subject you to any legal remedies that PlayPlay Studios may take.
- **15.0 Penalties.** In the event of non-compliance with this term, the monetary fine amount to be established by the Court of Justice of São Paulo-SP is stipulated, without prejudice to paying the losses and damages actually caused, in addition to other applicable sanctions, both in the civil and legal spheres. criminal liability, to be paid by the employee to PlayPlay Studios, in its due proportions, in view of the damage caused by the improper disclosure of confidential information, obtained herein. In the event of identification of the source of leakage, publication, disclosure and non-compliance with section 7.0 Confidentiality, the employee is subject to the penalties to be settled by the Forum in the citation provided in Section 13.0 Comprehensive Agreement and Forum. If a security breach is found in the exchange of files between PlayPlay Studios and the contributor, the fine will not be applied.

ADDENDUM A
PERMITTED DISCLOSURES

- 1. The fact that there is a Game Trial Period.
- 2. The fact that you are a member of the Game Trials Period.

ADDENDUM B EXAMPLES OF CONFIDENTIAL INFORMATION

- 1. Any contact/private information for PlayPlay Studios personnel that is provided to you.
- 2. Any contact information (username, password, etc.) for any private area for use in connection with the Game Trial Period, including, but not limited to, chat, email and message boards.
- 3. Any information / discussions / posts from forums or private forums for the Game Trial Period.
- 4. Any comments/information that would allow persons who are not currently part of the Game Trial Period to gain access to the Game or Game Test Period by legitimate or illegitimate means.
- 5. Post or distribute any screenshots, images, videos, podcasts, screenshots or any other representations, known or unknown, of any Game content or other Game Materials.
- 6. Any public posting or commenting of the game based on your participation in the Game Trial Period.
- 7. Any comments or discussions about new features or other new functionality in the Game or other Game Materials.
- 8. Any details regarding the stability of the Game.
- 9. General comments on the general development of the Game.
- 10. Any comments on any aspect of the Game or other Game Materials not covered by Addendum A above.

ADDENDUM C RULES OF CONDUCT FOR THE GAME TESTING PERIOD

Do you agree:

- 1. That you are privileged guests in this system and, as guests, we expect you to show common courtesy to all PlayPlay Studios staff, as well as other members of the Game Trial Period. PlayPlay Studios ("we") will display the same courtesy to you.
- 2. You will be helping us to make the Game into a great product and we value your comments / insights / etc. However, this is not a license to be rude, obnoxious, demanding, or unreasonable. Remember that we will be dealing with a lot of people, and as such, a lot of differing opinions about what is right and wrong in the Game. Just because we don't agree with you doesn't mean we don't value your ongoing input.

- 3. We need your feedback. Your access as a game tester to the Game is not a free ride, we expect something in return and this is your help.
- 4. When posting messages about the Game on our private forums or when sending email, please try to be as professional as possible. Repeat the facts as accurately as possible and without undue emotionalism. Saying things like "This game sucks because I lost my points" or predictions like "I did something that crashed the game" doesn't help. If you like something, don't hesitate to let us know. Likewise, if you don't like something or think something could be improved, don't hesitate to let us know that too. You will never be banned, punished, reprimanded, etc. for speaking your mind in an open, honest and professional manner. Honest and thoughtful reviews are just as valuable to us as suggestions or praise.
- 5. Before posting publicly about the Game outside the PlayPlay Studios forums, please be sure to follow the confidentiality terms of this Agreement and the instructions in Addendums A and B above. As long as you have express permission to disclose the information provided in Addendum A, we don't mind if you say critical things about the Game, but remember that we still have a long way to go. We don't expect you to be rude to PlayPlay Studios or the Game, but we also don't expect you to destroy the game just for the sake of destroying it.
- 6. If asked by PlayPlay Studios staff to help test an aspect of the game, please cooperate. The sooner we sort things out, the sooner the Game will be available in stores.
- 7. Vulgar expressions, rude language, abusive behavior, verbal harassment will not be tolerated with either PlayPlay Studios staff or other game testers. The use of such language, whether or not you consider it within character or not, is not acceptable, whether you use it in casual and public speech, 'private links', contacts or even in a character's name.
- 8. Part of play testing a product is the responsibility to report all bugs to PlayPlay Studios. Abuse of 'bugs', 'undocumented features' or other such things will not be tolerated. It is the responsibility of all players to report all issues, errors or bugs in the game to PlayPlay Studios as soon as they are found. Continued use of such is contrary to PlayPlay Studios policy as such bugs/errors may damage and delay completion of this game test. Also, if you know of a bug or have heard of a bug and don't report it to PlayPlay Studios, you won't be treated any differently than someone who abuses the bug. We reserve the right to forever block anyone caught abusing a bug in all PlayPlay Studios products.
- 9. You will not behave in a way that is contrary to the 'spirit of the game' as defined by PlayPlay Studios in its sole discretion.
- 10. You will not represent yourself as an officer or employee, subcontractor or in any way connected with PlayPlay Studios or the Game. We reserve the right to permanently block anyone caught doing this on all PlayPlay Studios products.
- 11. In the unfortunate event that a player has engaged in unacceptable behavior, that player will be treated accordingly. PlayPlay Studios, in its sole discretion, reserves the right to terminate player's access to the Game Trial Period immediately and without notice.

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