

## SDLIMAGE LIMITED USE SOFTWARE LICENSE AGREEMENT

This Agreement is made and entered into as of May 23rd, 2006 ("Effective Date") by and between **dse Interactive**, which registered office is located at 23, av. Du General De Gaulle, Saint-Magne de Castillon, 33350, France (hereinafter "THE LICENSOR") and **Anatolia Games** with its principal office located at One, Plaka street, Smyrna, Greece (hereinafter "THE LICENSED").

THE LICENSOR and THE LICENSED being hereinafter jointly referred to as the "PARTIES".

The present document being hereinafter referred to as Limited Use Software License Agreement (hereinafter "LULA").

### DEFINITIONS

**Librairy:** It is basically a collection of compiled programming code that implements given algorithms.  
**API** (stands for Application Programming Interface): It is basically a collection of methods and classes that enables third-party softwares to use the programming code contained in a library or a program.  
**Platform:** It is the video game console, the personal computer, the handheld computer and/or the digital medium the game executes itself on.  
**Sony PlayStation 2, Microsoft Xbox:** The platforms that the game exclusively targets.

### RECITALS

THE LICENSED is currently developing a video game titled "Keddy Kindy Joe" (hereinafter "THE GAME") -- title name is subject to change.  
THE LICENSOR has developed a collection of technologies called Sdlimage 9.2 (hereafter "SDLIMAGE") that dramatically visually enhance realtime 3D games.  
THE LICENSED wants THE GAME to benefit from SDLIMAGE.  
THE LICENSED acknowledges the expertise of THE LICENSOR and the technology contained in SDLIMAGE.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HERINAFTER SET FORTH AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

### Article 1 - SDLIMAGE TECHNOLOGY DESCRIPTION

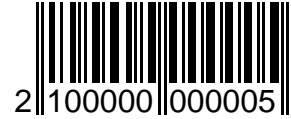
SDLIMAGE is a collection of technologies that basically transforms THE GAME original textures into a new set of textures that replace them in the final release of THE GAME, thus bringing the aforementioned visual enhancement.  
SDLIMAGE is not embedded in THE GAME runtime.

SDLIMAGE comes as:  
- a Microsoft Windows dynamic linked library (hereinafter "DLL") which contains the actual software binary code.  
- a Microsoft Windows static library (hereinafter "LIB") that contains entry points to the API to link with the production tools of THE GAME to manipulate the technologies contained in the LIB.  
- the book "Getting Started" that describe the API and usage of SDLIMAGE, accessible online on the THE LICENSOR website.  
- Some C include files that defines most of the API  
- Some C source code samples that demonstrate some use case of usage of SDLIMAGE

SDLIMAGE runs on Microsoft Windows 2000 and Microsoft Windows XP, only.

As SDLIMAGE is a collection of technologies that fits numerous situations, it is up to THE LICENSED to choose what part of SDLIMAGE is best suited for THE GAME.

We define hereinafter all the software contained in the DLL and the LIB, source code samples and comments, including files, documentation, website information, technical and non-technical related information, price policy, business model and all related material as the SOFTWARE.



## Article 2 - LICENSE

### Grant of License

THE LICENSOR grants to THE LICENSED a non-exclusive, limited license to use the SOFTWARE for the production of its game THE GAME on the following target platforms exclusively: Sony PlayStation 2, Microsoft Xbox.

THE LICENSOR does not grant THE LICENSED any rights to use the SOFTWARE for targeting different platforms other than those mentioned above.

THE LICENSOR does not grant THE LICENSED any rights to use the SOFTWARE for developing any other game than THE GAME or any other versions than the first one.

### Ownership of Software

The SOFTWARE, including any modifications and additions thereto made at the suggestion of THE LICENSED, all copies of the SOFTWARE, and all intellectual property rights contained therein, (including but not limited to all documentation, API, trademarks, copyrights, and patents) shall remain the property of THE LICENSOR.

### Restrictions on Use

This grant of LULA shall not be interpreted as granting either party any license or rights not expressly granted herein. Specifically, and without limitation, THE LICENSED agrees not to: (i) use, rent, resell, license, electronically distribute, or timeshare the SOFTWARE or otherwise distribute the SOFTWARE in whole or in part; and (ii) copy, modify, embed, enhance, disassemble, decompile, revise, reverse engineer, create derivative works of the SOFTWARE, nor derive any source code or proprietary design from the SOFTWARE. THE LICENSED shall neither disclose the SOFTWARE to, nor evaluate or demonstrate the SOFTWARE in the presence of, any entity which should be known by THE LICENSED to be a competitor of THE LICENSOR, or an agent of a competitor of THE LICENSOR.

### Copies

THE LICENSED will make only one copy of the SOFTWARE for backup purposes and will reproduce all THE LICENSOR and third party notices, including proprietary and copyright notices, on any copies of the SOFTWARE.

### Other Services

Limited technical support is provided under this Agreement through the use of the dedicated email address with no commitment given, either time to answer or intrinsic answer quality or relevance.

No installation or training is provided under this

Agreement.

## Article 3 - DISCLAIMER OF WARRANTY

**THE LICENSOR MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, EVEN IF THE LICENSOR HAS BEEN MADE AWARE OF SUCH PURPOSE. IN NO EVENT SHALL THE LICENSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATIONS, LOST PROFITS, LOSS OF USE, LOST DATA OR DAMAGES FOR ANY INTERRUPTION OF BUSINESS). THE LICENSED EXPRESSLY ASSUMES ALL SUCH RISKS AND LIABILITIES, IF ANY.**

## Article 4 - TRADEMARK AND COPYRIGHT NOTICE

All copies of THE GAME shall bear the following copyright notice for THE LICENSOR and THE LICENSOR's logo for the SdlImage Technology on either the back of the jewel case of the title and, or at least, the user's guide contained in the jewel case.

**"THIS GAME HAS BEEN VISUALLY BOOSTED BY DSE.BIZ SDLIMAGE TECHNOLOGY (C) COPYRIGHT 1994-2010 DSE INTERACTIVE / STEPHANE DE LUCA - ALL RIGHTS RESERVED - VISIT US NOW AT HTTP://SDLIMAGE.COM "**

## Article 5 - FINANCIAL AGREEMENT

In consideration for the rights granted herein, THE LICENSED shall pay THE LICENSOR a unique one-time fee of 5,000.00 euros VAT excl. (FIVE THOUSAND EUROS VAT EXCLUDED).

The unique one-time fee is payable 30 days (thirty days) upon signature of the Agreement.

## Article 6 - TERM

This Agreement shall be entered by the mutual execution and shall terminate at the end of development of the THE GAME.

The end of development of THE GAME is either:

- the publishing of THE GAME on Sony PlayStation 2, Microsoft Xbox,
- or the cancellation of the THE GAME development



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Castillon France  
Telephone: +33 (0) 613 510 966  
Fax Number: Please use email.  
e-mail: stephane@deluca.biz



## Article 7 - TERMINATION AND CONSEQUENCES OF TERMINATION

### Obligations of THE LICENSED Upon Termination:

Upon termination or expiration of this Agreement, THE LICENSED shall return the Software and all copies thereof, and shall delete the Software from any magnetic media remaining in THE LICENSED's possession. Further, THE LICENSED agrees to provide THE LICENSOR with written confirmation that it has completely complied with this section.

### Termination by THE LICENSOR

THE LICENSOR may terminate this Agreement by written notice to THE LICENSED at any time prior to the expiration of the Term of this Agreement in the event that THE LICENSED defaults in the making of any payment as specified in this Agreement, and such default continues for a period of thirty (30) days after notice thereof.

### Termination by THE LICENSED

THE LICENSED may terminate this Agreement by written notice to THE LICENSOR at any time prior to the expiration date.

Upon termination of this Agreement under this Article, THE LICENSED's rights granted by this Agreement will revert back to THE LICENSOR and all materials program discs and any other information relevant to SDLIMAGE shall be immediately returned to THE LICENSOR as stated in paragraph 6.1.

In the case that THE LICENSED not desire, not wish, not be able to finish the development of THE GAME, THE LICENSOR shall not reimburse any payment made by THE LICENSED.

## GENERAL PROVISIONS

### Article 8 - NOTICES

All notices which either party is required or may desire to serve upon the other party shall be in writing and in English, addressed to the party to be served as follows:

#### THE LICENSED: Anatolia Games

Contact: Geogiou Papageorgiou  
Title: CEO  
Address: One, Plaka street, Smyrna, Greece  
Telephone: +44 09090900  
Fax Number: +44 09090900  
e-mail: gpapageorgiou@anaoliagames.com

#### THE LICENSOR: dse interactive

Licensor Contact: Stephane de Luca  
Title: CEO

### Article 9 - ASSIGNMENT

THE LICENSED may assign this Agreement or any part hereof without the prior written consent of THE LICENSOR. THE LICENSOR may not assign this Agreement or any part hereof without the prior written consent of THE LICENSED which THE LICENSED may, at its absolute discretion, withhold.

### Article 10 - CONFIDENTIALITY AND NONDISCLOSURE

Each party agrees that the copyright, know-how, trade secrets and technology embodied in and related to the Licensed Product, any other information concerning the other party's market plans, the other party's existing or future products or the terms of this Agreement, and any other confidential business or technical information disclosed by the other party to the first party in the furtherance of this Agreement shall be held in strict confidence and shall not be disseminated or disclosed to any other party without the express written consent of the other party, except as needed to perform obligations hereunder. The obligations of this Article shall survive the expiration or termination of this Agreement. The foregoing obligations will not apply to any information that:

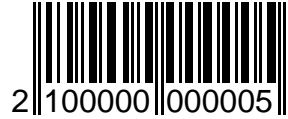
- becomes known to the general public without fault or breach on the part of the receiving party;
- the receiving party receives from a third party without breach of a nondisclosure obligation and without restriction on disclosure;
- was in the possession of the receiving party prior to disclosure by the other party;
- is independently developed by the receiving party's personnel having no access to similar confidential information obtained from the other.

### Article 11 - PRESS ANNOUNCEMENT

Subject to the foregoing and to any other obligations under this Agreement, THE LICENSED will make an international announcement through a press release regarding the Licensed SOFTWARE which must contain the following sentence:

"Anatolia Games recognises the added value of Sdlimage technology in choosing it once again to enhance the visuals for Keddy Kindy Joe and recommends this technology to anyone who is serious in the game industry."

### Article 12 - FORCE MAJEURE



No party shall be deemed in default of this Agreement to the extent that performance of its respective obligations or attempts to cure any breach are delayed or prevented by reason of any Act of God, fire, natural disaster, accident, act of government, or any other cause beyond the reasonable control of such party; provided, that the party interfered with gives the other party written notice thereof within ten (10) working days of any such event or occurrence.

**Article 13 - INDEPENDENT CONTRACTORS**

Nothing contained in this Agreement shall be construed as creating any partnership or joint venture between the parties. Neither party shall be authorized to act as an agent for the other, nor shall either party enter into any agreement or contract on behalf of the other as representative or agent.

**Article 14 - ENTIRE AGREEMENT**

This Agreement states the entire agreement between the PARTIES with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties hereto concerning the subject matter hereof. No amendment or modification of this Agreement shall be made except by an instrument in writing signed by both PARTIES.

**Article 15 - SEVERABILITY**

Should any provision of this Agreement be held to be void, invalid or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect as though such provision was deleted.

IN WITNESS WHEREOF, the undersigned hereby acknowledge that they have read and understand the terms of this Agreement, and that by signing this Agreement they agree to be bound by all terms, conditions, and obligations contained herein.

By **Stephane de Luca**  
dse interactive - CEO  
Signed: \_\_\_\_\_  
Dated: \_\_\_\_\_

By **Georgiou Papageorgiou**  
Anatolia Games - CEO  
Signed: \_\_\_\_\_  
Dated: \_\_\_\_\_

**Article 16 - WAIVER**

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce the terms and conditions of this Agreement.

**Article 17 - SECTION HEADINGS**

Section Headings are inserted for convenience and shall not define, limit, construe nor describe the scope or extent of such section.

**Article 18 - MODIFICATION**

No modification, addendum, amendment, clarification of this Agreement or any provision hereof shall be effective unless in writing and signed by both Parties.

**Article 19 - GOVERNING LAW**

The laws of France shall govern this Agreement. The Parties agree that any dispute, or any matter or question arising from this Agreement shall be submitted to the exclusive competence of the Commercial Court of Paris.

