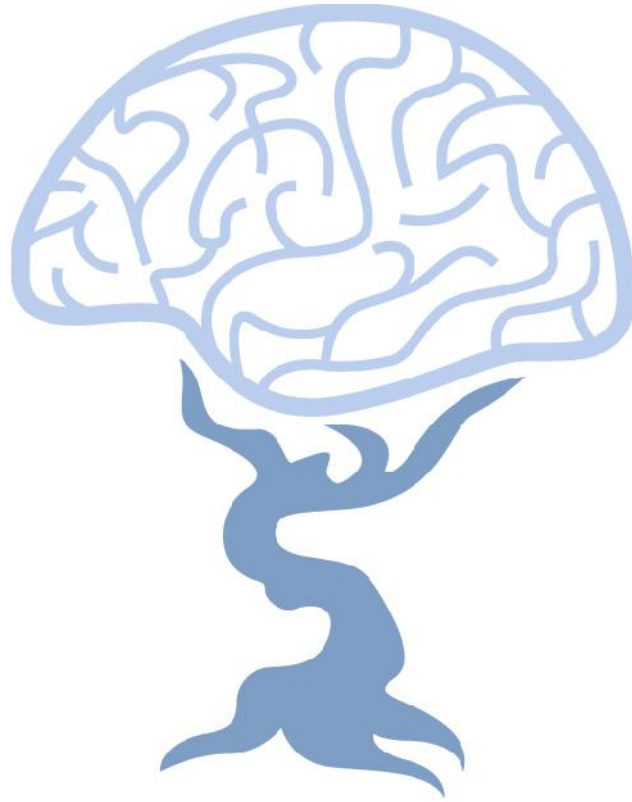


# Roazz Platform Service Agreement



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makes software grow

April 2011

# ROOZZ PLATFORM SERVICE AGREEMENT

Revision: 12<sup>th</sup> of April 2011

Service Provider:

Roozz.com, Nørregade 7A, 2800 Lyngby, Denmark, VAT number: 33165161  
[www.Roozz.com](http://www.Roozz.com),

Commercial Contact Person:

Thomas Jam Pedersen  
Mobile: +45 702 69 111  
Email: sales@roozz.com

## **1 Background**

Roozz.com is a provider of a cloud platform that enable publishers of software to distribute this to the end users via the internet. Part of this platform is a payment system that allows end users to pay or rent such content or allow advertisers to pay for end users viewing such content.

## **2 Granting of Service**

By signing and accepting this Service Agreement or paying the associated Service Fees to Roozz.com the Content Provider can publish one or more Titles on the Roozz Platform, according to the conditions laid out in this Service Agreement. Each Title is associated with the Content Providers user account in the Roozz System, where it will be identifiable, which Digital Files are associated with each Title under this service agreement.

## **3 Definitions**

End User:

In this agreement end users shall be regarded as a person that is using software distributed to the end user via the Roozz Plugin. Before installing the Roozz Plugin the user must accept the **Roozz plugin End User License Agreement**.  
(see [b.roozz.com/www/pdf/RoozzPluginEULA.pdf](http://b.roozz.com/www/pdf/RoozzPluginEULA.pdf))

Title:

In this agreement a title shall be regarded as a specific software application that can be distributed on one or more operating systems using one title configuration file.

Content Provider:

In this agreement the Content Provider shall be regarded as a legally registered company, who lawfully have all required rights to distribute the title on the Roozz Platform according to this Service Agreement.

Agent:

In this agreement an Agent shall be regarded as a person acting on behalf of the Content Provider and help the Content Provider to manage the Content Provider's account in the Roozz System. When appointing an Agent the Content Provider is responsible for all actions performed by the agent.

Intellectual Property Rights:

Is, but not limited to; patents and patent applications, trade marks (whether registered or unregistered and including any goodwill acquired by such trade marks), service marks, trade names, business names, internet domain names, e-mail address names, copyrights (including rights of computer software), computer source code, computer object code, moral rights, database rights, design rights,

know-how rights, rights to confidential information, invention rights (whether patentable or not), trade secrets and all other proprietary rights therein or relating thereto and all other equivalent or similar rights which may subsist anywhere in the world.

**Database:** In this agreement a database shall be regarded as a collection of structured data stored on computers controlled by Roozz.com. Further Roozz.com is able to control the access to data stored in the Roozz database.

**Portal:** A portal is a website that embeds or link to a Title from one of their webpages. (examples of such portals: igg.com, playbbg.com, gamesheep.com, getgames.com)

#### **4 Money Back Gaurentee**

If the Content Provider pay for an Annual Roozz Service Fee and Roozz.com are for any reason not able to get the Content Providers Title online, then we will cancel the Annual Service Fee and return your full Service fee for that Title. However if we are able to make it work according to what we have promised in writing (email), then we will not refund the Annual Roozz Service fee even if the Content Provider choose to cancel this Agreement and take the Title offline.

#### **5 Hosting of free software on the Roozz Platform**

In addition to the annual Service Fee per title there are no additional fees to host Titles on the Roozz Platform if these titles are free to use for the End User and there is no other revenue stream directly connected with the usage of the Title(s). Demo of games and applications that are free to use for the end user are examples of such titles, exempt from Revenue Sharing payments to Roozz.com.

#### **6 Service Level Agreements**

After paying the Roozz Service Fee, Content Providers are able to publish and host one application or game (defined as a Title) on the Roozz Cloud Platform for one year. The Roozz Service Fee also includes:

- Free Roozz Plugin for the End Users
- Option to embed the title in any number of webpages and Portals around the world including Facebook and Google Webstore
- Free backup of files on the production Cloud Fileserver
- Free upload and download traffic to and from the Cloud Fileserver
- Files are served from more than 25 high bandwidth file servers around the world
- For each title it will be possible to host 3 versions (development, test and production)
- Currently the process of uploading files to the Cloud Fileserver and moving them between dev, test and prod are handled manually by the Roozz.com staff and this service is included in the fee until we are able to release our server tools, which will allow you direct access to manipulate the Cloud Fileserver files.
- Currently we are using the Microsoft Windows Azure Cloud servers and thus you get the same availability numbers as they promises here <http://www.microsoft.com/windowsazure/sla/> (we will share potential service credits we may receive from Microsoft Azure with Roozz Content Providers)

Roozz.com has some additional products and services, which are not included in the standard Annual Roozz Service Fee, here are some examples: (such additional products and services will not be invoiced unless the customer has agreed to this in email)

- DRM or copyright protection of the Titles distributed on the Roozz Platform

- Services to help Developers and Publishers to get their Titles on Portals that have partnership with Roozz
- Services to help Developers and Publishers port their games to other platforms
- If the Title requires changes to configuration files or binary files to run on the Roozz Platform, then we will charge extra for this.
- Download optimization. (We have tools to minimize the time from the End User start the app or game until he can start using it)

## **7 Revenue Sharing**

In contrary to distribution free software on the Roozz Platform, we also allow Content Providers to make money on their distributed on the Roozz Platform. One option is to use the Roozz payment system, see next section. If the Content Providers want to use another payment systems or they make money from advertisement in their game or application. Then Roozz.com reserves the rights to get a small share of such revenue. Such revenue sharing can be based on a percentage of the revenue made on the platform or a fixed price per download or a fixed price per year for the specific Title. Please contact [sales@roozz.com](mailto:sales@roozz.com) for more details on such options.

## **8 Revenue from Roozz Payment System**

The Roozz Payment System is built into the Roozz Platform and allows an easy way for End Users to pay to use the titles. The Roozz Payment System (in the following RPS) is a new addition to the Roozz Platform and still under development and thus subjected to change over time.

Each time an End User uses RPS to pay for the usage of a title, then the amount (excluding commissions, fees, and taxes) will be credited directly to the Content Providers Roozz account as soon as the sale has been processed.

It will be possible to view the RPS balance history for each title in the Content Providers Roozz account and it will also be possible to withdraw money periodically to a PayPal account, bank account. The withdrawal process will be processed manually by the Roozz staff one time per month to avoid fraud.

If you are planning to use RPS for your Title then you must also accept the terms in this document: [b.roozz.com/www/pdf/RoozzPaymentSystem.pdf](http://b.roozz.com/www/pdf/RoozzPaymentSystem.pdf)

It has more information about trial usage and invite-a-friend-bonuses.

## **9 Services**

(a) The Content Provider retains the right to change the status for each Title. Take it offline or put it online again at any time.

(b) Every Title on the Roozz Platform will have it's own page within our system showing:

- A title name: (max 100 chars)
- A resume with max 100 words about what the game or app can do
- 2 – 10 screenshots of the application.
- Website or email to contact the publisher
- Optional a video (max 8 minutes that give an intro to the app or game)
- Optional news links to facebook, twitter, etc. with news about the title

The content provider must provide the above information before the Title is put into production.

(c) On request from Roozz.com the Content Provider shall be able to provide to Roozz.com with all requested documents to prove that this Content Provider are in possession of all legal rights to publish the software on the Roozz Platform.

(d) Roozz.com will collect usage statistics for every Title that is hosted on the Roozz platform. If for some reason the Content Provider does not want this information to be public he can request that they are published under an anonymous title.

(e) Content Providers are allowed to publish the same Title(s), which are published on the Roozz Platform on other software distribution platforms. Roozz.com require not exclusive rights to any Title(s).

(f) While the Title is downloading it is possible to show video or still images which can show advertisement. By default this screen will show the Roozz logo, but Roozz.com reserve the right to show advertisement for other Titles on the platform for the duration of this download screen. Roozz.com also reserve the rights to show other advertisement during this download as long as such advertisement is not promoting specific products or brands, which the Content Provider has requested not to promote during the download of their Title.

(g) Having to type in user information too often is one of the things that may turn users away. Thus Roozz.com do not ask for more than an email and a password when users have to login to their Roozz account to get free trial or handle payments. In the Roozz Plugin License Agreement we are granted the rights to share the email address with Content Providers, such that the End User does not have to login again inside the game or app running on the Roozz platform. The Roozz platform has an API for asking the Roozz server which user is currently logged into the application. The Roozz Login API allow to query if there is additional information available related to that person. Like Name, nickname, Country, Language, Sex, Age, etc.

When accepting this Service Agreement the Content Provider acknowledges that if a Title uses the Roozz Login API, then the Content Provider is also required to ask the end user to share information that they collect about the user, with the Roozz Login Database (in the following RLD). Whenever asking for user information that can be stored in the RLD, then the applications must always have a checkbox that say "Remember this information in Roozz Platform".

(h) Roozz wants to handle end user support in the best way we can. Any issue related to the distribution and updating of the titles on the Roozz Platform is handled by our support team. Issues related to the installation, uninstallation of the Roozz Plugin and Payments on through the Roozz Payment System are also the responsibility of the support team. Roozz currently handle support via email and via our support forum at [forum.roozz.com](http://forum.roozz.com). It is very important for us to build end users trust in the Roozz Platform as well as trust from Content Providers in the Roozz Platform. The Roozz Support team cannot handle support issues related to the functionality of each of the hundreds of applications the Roozz Platform. If we get such requests, we want to forward the email to the official support email for each title. Therefore Content Providers are required to give us a support email address for each application.

### **10 Default End User License Agreements**

One of the annoying things that most end users complain about in the download and CD software market today, is the lack of standardization of License terms and End User License Agreements (in the following EULA). Therefore Roozz.com has created a standard End User License Agreement which most software products can use. We also base our own Roozz Plugin on this Roozz Default User License Agreement (in the following DULA). You can find the DULA here: [b.roozz.com/www/pdf/RoozzDefaultUserLicenseAgreement.pdf](http://b.roozz.com/www/pdf/RoozzDefaultUserLicenseAgreement.pdf)

Whenever end users need to run a new title on their computer they are first asked to accept the EULA for that title. On the EULA form they can see how many users have accepted or declined this Title. In the future we also plan to show ratings of the Title or security score or other such information relevant to the end user. The License agreements text in the EULA form can be posted in HTML format and Roozz.com even allow the EULA to have a background image to allow the EULA to match the visual identity of the Title.

If the Content Provider needs to add additional clauses to the DULA, then they can do so and Roozz.com staff will review it to ensure that it does not violate the basic principles in the Roozz DULA.

If the Content Provider needs to have their own EULA then this is also an option. In which case the EULA accept form will state clearly that this is not the Roozz DULA.

Roozz.com reserve the right to show the DULA text in shades of green and all other text in the EULA which is not part of the DULA shall be shown in shades of gray. This makes easy for the End User to

quickly get an overview of where that License Agreement differs from the Default which they will come to know and love :-)

### **11 Copyright**

The Content Provider is the owner of the Title(s) and all the related copyrights. No title or intellectual property right in the Title(s) is transferred to the End Users.

### **12 Security**

This section stipulates which mechanisms the Roozz Technology applies to make the End Users data and PC more safe, when running applications on the Roozz Platform in comparison to running applications distributed via download or install from CD.

Please read about the Roozz security model here:

[b.roozz.com/www/pdf/RoozzSecurityModel.pdf](http://b.roozz.com/www/pdf/RoozzSecurityModel.pdf)

Because the Roozz Platform run Titles from hundreds of different Content Providers it is very important that the security of the Roozz Platform can be trusted by the End User. This makes the Roozz Platform vulnerable to malware because one bad title can potentially lower the trust in all the good Titles on the platform, therefore we (Roozz.com and all Content Providers) all have an interest in removing malware from the Roozz Platform.

Please note that for each Title running on the Roozz Platform there will be a public webpage, which summarizes the current security status of that Title. Then same page will also give access to the entire security history back in time and the public debate related to this. Roozz.com reserve the right to deactivate Titles on the Roozz Platform if there is sufficient indications that a Title can be a threat to the End Users data and PC and the trust implied by Users of the Roozz Platform as a whole.

If there is a security dispute related to a Title and if the Content Publisher do not help in the best way possible to clarify and solve this issue, then this aversion can cause Roozz.com to disable that Title until the issue can be solved. Disabling of the title in this event, does not entitle the content provider to money back guarantee.

### **13 Liability**

Roozz.com is not liable for specific, direct, indirect, consequential, punitive (fines/penalties), or incidental damages, (incl. but not limited to damages through the loss of profit, business interruption, loss of business data, or any other monetary loss) which result from the successful or failed use of the Title(s). Licensor's entire liability and the Content Providers exclusive remedy shall be no more than the amount paid for the Annual Service Fee per title in question.

### **14 Responsibility**

The Content Provider agrees to indemnify, defend and hold Roozz.com and our affiliates, business partners, officers, directors, employees and agents harmless from any loss, damages, claim or liability of any kind arising from the use of the Title and Digital File(s) in any form.

If copyright disputes occur, where 1) more Content Providers claim to own the Copyright to identical or very similar Titles or Digital Files in the Roozz System, 2) one party has added Titles or Digital File(s) to their Roozz account, for which another party (with or without an account in the Roozz System) claim to own the related copyrights, Roozz.com will do our best to mediate between the parties to reach an acceptable mutual agreement to the dispute. If a mutual agreement cannot be reached the parties may bring the dispute to court, arbitration or other legal settlement. If asked Roozz.com will witness in such a settlement, but Roozz.com cannot be held responsible. Further the Content Provider acknowledges that the court cannot force Roozz.com to close accounts or delete content. Meanwhile Roozz.com reserves the rights to close accounts or delete content according to the terms agreed in the End User License Agreement.

### **15 Termination of the Agreement**

Either of the parties may terminate this agreement by email notice to the other party, who shall act accordingly without ungrounded delay. Roozz.com will only terminate the Content Providers account after given 20 days' notice to the Content Provider and only if hosting the Titles is causing legal,

economic or goodwill problems for Roozz.com. When the agreement is terminated by Roozz, then the Content Provider is granted 10 business days to backup account information from his account. When the agreement is terminated then all associated files can be deleted from the Roozz System. But backups can be kept minimum 3 months after the deletion.

Digital Media File(s) that has already been downloaded and cached by end users shall not be deleted and such users are allowed to continue to use such files in accordance with the Roozz Plugin End User License Agreement.

#### **16 Amendments**

Roozz reserves the right to amend or change this agreement at any time after giving Content Providers one month notice. The current valid Content Provider Service Agreement will always be available here: [b.roozz.com/www/pdf/RoozzServiceAgreement.pdf](http://b.roozz.com/www/pdf/RoozzServiceAgreement.pdf)

#### **17 Enforceability**

If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of the agreement, which shall remain valid and enforceable according to its terms.

#### **18 Venue**

This Agreement will be governed by the laws in force in Denmark. The Content Provider will bring any legal action to court in Copenhagen, Denmark. If either of the parties can request that the case be processed in English.

By signing this Service Agreement I accept all the above terms

Name in print:

Signature:

Date

City and Country