

Official Progression Server Owner Agreement

This **Official Progression Server Owner Agreement** (hereinafter referred to as the "Agreement") is made by and between the following parties:

OKIGAMES OYUN VE YAZILIM HİZMETLERİ LİMİTED ŞİRKETİ, a company with registration number 0637042614000001, and with its office located at 1762 Sokak 9/1 Karşıyaka/İzmir/Turkey (hereinafter referred to as the "Company")

And

an individual residing at

(hereinafter referred to as the "Server Owner")

WHEREAS, this Agreement commences on

(hereinafter referred to as the "Effective Date")

WHEREAS, the Company's game, BattleBit, hosts community servers and the Server Owner wishes to host a community server, with the following IP address/Ports:

for BattleBit.

NOW, THEREFORE, In consideration of the mutual promises and undertakings made by the parties herein, the Company and the Server Owner (individually, each a "Party" and collectively, the "Parties") agree to the following terms and conditions:

Terms and Conditions

1. Server Responsibilities and Obligations.

The Server Owner must also accept and obey the standard server hosting TOS/EULA that can be found here: agreements.battlebit.cloud/GameServerTos.pdf

2. Official Progression

- a) The Server Owner that has access to official stats or advancement are not permitted to obstruct it.
- b) Modifications to game files are not permitted by the Server Owner with official stats or progression.
- c) The Server Owner can make fair customizations that do not unfairly speed up progression by using the community API.

- d) The Server Owner must not provide possibilities for users to improperly farm XP in order to prevent unintended progression. The server must be shut down until the issue has been rectified and any accidental harm must be notified with the affected player IDs.
- e) All progressions on the server will be logged by the relevant BattleBit Officials. In the event of an unintentional creation of a bug that disrupts player progression, the Server Owner is required to report the issue immediately without any repercussions. However, if there is any evidence of malicious intent, such as intentionally creating a bug, altering player progressions, or creating an environment for farming XP in unusual ways, the Server Owner will be subject to a fine of US\$5,000.00 per affected player that was intentionally abused by the server owner without any possibility of it being an accident. Additionally, the Server Owner will also be removed from the server whitelist. This penalty is explicitly for cases involving malicious intent and will not be applicable for unintentional bugs or issues reported promptly during normal gameplay.

3. Duration and Termination.

Duration:

This Agreement shall begin on the Effective Date and continue until terminated.

Rights to Terminate:

The Server Owner is capable of terminating this Agreement at any moment by contacting OKIGAMES LIMITED/BattleBit Officials in writing.

The Company is capable of terminating this Agreement at any moment by contacting the Server Owner in writing.

4. Indemnification of Legal Fees, Out-of-Pocket Expenses and Liability for Breach.

If any Party breaches this Agreement, the non-breaching party shall be compensated by the breaching party for its reasonable legal fees and out-of-pocket expenses which in any way relate to the breach of this Agreement.

The Parties acknowledge that compliance with this Agreement is necessary to protect the goodwill and other proprietary interests of the Parties and that a breach of this Agreement will also give rise to irreparable and continuing injury to the non-breaching Party.

Therefore, each Party agrees that breach of this Agreement will give the right to the non-breaching Party to seek damages for any losses and damages incurred as a result of breach of this Agreement and/or in connection with such violation.

5. Warranties.

Each Party warrants that each has the authority and power to enter into and perform the obligations agreed upon in this Agreement.

Both Parties hereby warrant and represent that they will comply with all relevant laws and regulations associated with this Agreement.

Each Party hereby warrants to act with integrity and with an ethical manner without deceiving or misinforming the other Party.

6. Confidentiality.

The Server Owner must not disclose to any third party any non-public details concerning the Company's business, including, without limitation any information concerning any of the Company's trade secrets, BattleBit, customer information, financials, pricing, business plans, among other things (hereinafter referred to as the "Confidential Information"), unless required by law.

The Server Owner must also not make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Company.

7. Force Majeure.

Neither party shall be responsible or liable for or deemed in breach of this Agreement because of any delay or failure in the performance of this Agreement due to any event or circumstance, which the occurrence and the effect of which the party affected thereby is unable to prevent and avoid, including, without limitation, acts of God; pandemics, government regulation, curtailment of transportation facilities, strikes, lock-outs or other industrial actions or trade disputes of whatever nature (whether involving employees of a party or a third party), terrorist attacks, haze, sabotage, riots, civil disturbances, insurrections, national emergencies (whether in fact or law), blockades, acts of war (declared or not), etc. (a "Force Majeure Event").

The non-performing party shall give the other party written notice describing the particulars of the Force Majeure Event as soon as possible.

8. Assignment.

Neither Party shall assign any rights or obligations associated with this Agreement. Hence, this Agreement is non-transferable, meaning that it cannot be passed on to another individual or entity. Anyone wishing to continue or assume the responsibilities and terms outlined in this Agreement must enter into a new agreement and sign it anew.

9. Governing Laws.

9.1 These Terms are governed and will be construed in accordance with the laws of Turkey.

9.2 All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

10. Entire Agreement.

This Agreement represents the entire agreement between the Parties, completely replacing any other previous written or verbal agreements concerning the relationship of the two Parties.

11. No Variation Unless in Writing.

No variation of this Agreement shall be effective unless made in writing and signed by or on behalf of each of the Parties or by their duly authorized representatives.

12. Reporting Accidents – Incidents.

The Server Owner understands that all reports are required sent to servers@joinbattlebit.com and a copy non-obligatory (preferably) sent through discord server (ServerID: 1139105158769426453) by creating a ticket to fasten the process.

13. Severability.

If any Clause, or part of a Clause, of this Agreement, is found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of the Clause or Paragraph which contains the relevant provision shall not be affected, unless otherwise stipulated under applicable law. If the remainder of the provision is not affected, the Parties shall use all reasonable endeavors to agree within a reasonable time upon any lawful and reasonable variations to the Agreement which may be necessary in order to achieve, to the greatest extent possible, the same effect as would have been achieved by the Clause, or the part of the Clause, in question.

This Agreement has been signed by the duly authorized representatives of the Parties as of the dates set forth below.

This Agreement shall be binding on each Party's representatives, assigns and successors.

Nothing contained within this Agreement shall create an employer and employee relationship between the Parties.

[Signature page follows]

SIGNED AND ACCEPTED BY:

Name of Company Representative

Signature of Company Representative
Date: _____

Name of Server Owner

Signature of Server Owner
Date: _____