# **END USER LICENSE AGREEMENT**

# YOU MAY NOT INSTALL OR USE THIS SOFTWARE UNLESS YOU HAVE CAREFULLY READ THE TERMS AND CONDITIONS SET FORTH BELOW:

This End User License Agreement (the "Agreement") is an agreement between you and Electronic Arts Inc., and its subsidiaries, affiliates and licensors (collectively, "EA"). This Agreement governs your use of this software and its related documentation which you may download from EA's website (the "Software").

BY INSTALLING OR USING THE SOFTWARE, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THEN DO NOT INSTALL OR USE THE SOFTWARE. IF YOU INSTALL THE SOFTWARE, THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE DEEMED FULLY ACCEPTED BY YOU.

### 1. License; Terms of Use.

- (a) Subject to the terms and conditions set forth herein, EA hereby grants you a personal, non-sublicensable, non-transferable, non-exclusive license to download, install and use the Software solely as set forth in this Agreement and the accompanying documentation, and solely for your personal noncommercial use only.
- (b) If the Software was provided to you on a no-charge basis, then, in addition to the other provisions and limitations hereof, the Software may be used only for the period specified by the product at the time of delivery ("**Trial Period**"), unless you purchase a full-use license at the end of the Trial Period.
- (c) During the term of this Agreement, you may only use one copy of the Software at any one time. Notwithstanding the foregoing, you have the right to download up to twenty (20) copies of the Software during the term of this Agreement (each a "**Download**"). You may Download the Software no more than five (5) times during any consecutive seven (7) day period.

# (d) Terms of Use of Each Download:

- (i) When you first use the Download, the EA Downloader will retrieve a license, which will provide you with a right of access to that Download ("**License**").
- (ii) After you first use the Download, the License for that Download will remain valid for ten (10) days. Upon each subsequent use of the Download, the EA Downloader will automatically attempt to validate and extend your License if it is older than three (3) days. If the EA Downloader is installed on your computer and you are connected to the Internet at the time that the EA Downloader makes such attempt, your License will be automatically validated and extended for a subsequent ten (10) day period. If the EA Downloader is unable to automatically validate your License, you will be required to validate your License manually by logging on to the EA Downloader.
- (iii) You are entitled to obtain Licenses for up to three (3) Downloads at any one time. Notwithstanding the foregoing, you may only use one Download at any one time.
- (e) If you purchase the Software prior to the date on which EA is scheduled to publicly release the Software (the "Release Date"), then you shall be given the right on your date of purchase to Download an encrypted file containing ninety-nine percent (99%) of the Software. On the Release Date, you shall have the right to Download the remaining one percent (1%) of the Software, together with the decryption key. If you purchase the Software on or after the Release Date, then you shall have the right to Download one hundred percent (100%) of the Software.
- (f) If, prior to the Release Date, you attempt to change the clock on your personal computer to the Release Date, the following terms will apply:
  - (i) You will receive a formal warning from EA, and you may only obtain a License

for your Download by contacting Customer Support.

- (ii) If you attempt to change your clock on your computer to the Release Date for a second time, you will receive a second formal warning from EA, and may only obtain a License for your Download by contacting Customer Support.
- (iii) If you attempt to change your clock on your computer to the Release Date for a third time, you will be prohibited from obtaining a License for your Download. To obtain access to the Software, you will therefore be required to download the Software on a different personal computer.
- 2. Reservation of Rights; Restrictions. All rights not expressly granted by EA in this Agreement are reserved. Except as otherwise expressly provided under this Agreement, you shall not, and shall not allow any third party to: (a) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying algorithms of the Software by any means whatsoever, to the maximum extent such restriction is allowable under applicable law, (b) alter, modify, enhance, or create a derivative work or improvement of any part of the Software, (c) remove, alter, or obscure any product identification, copyright, or other intellectual property notices embedded within the Software, (d) resell, relicense or sublicense, lease, lend the Software, or otherwise grant rights in the Software to any third party, (e) use the Software for timesharing, hosting or service bureau purposes, or (f) use the Software for any commercial use. You understand and agree that (i) the Software is licensed to you and not sold; and (ii) EA retains title to the Software (including but not limited to any characters, storyline, images, photographs, animations, video, music, text, "applets" incorporated into the Software, and any related documentation), and all associated copyrights, trademarks, and other intellectual property rights therein.

## 3. Disclaimers.

(a) TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, the Software is provided to you "AS IS," and your use is at your own risk. We do not make, and hereby disclaim, any and all other express, implied OR STATUTORY warranties, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, noninfringement of third party rights, and any warranties arising from a course of dealing, usage, or trade practice. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

## 4. Limitation of Liability.

- (a) To the maximum extent permitted by applicable law, NEITHER EA NOR its suppliers and partners shall BE LIABLE TO YOU FOR ANY lost profits, cost of substitute goods or services, or any form of indirect, special, incidental, consequential or punitive damages from any causes of action ARISING with respect to this Agreement or the SOFTWARE licensed hereunder, whether arising in tort (including negligence), contract, strict liability or otherwise, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL EA'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE.
- (b) You acknowledge and agree that the provisions under this Agreement that limit liability, disclaim warranties, or exclude consequential damages or other damages or remedies are essential terms of this Agreement that are fundamental to the parties' understanding regarding allocation of risk. Accordingly, such provisions shall be severable and independent of any other provisions and shall be enforced as such, regardless of any breach or other occurrence hereunder, AND even under circumstances that cause any exclusive remedy under this Agreement to fail of its essential purpose.

## 5. Advertising Technology.

This game incorporates technology of IGA Worldwide Inc. that enables certain in-game objects (e.g. advertising) to be temporarily uploaded to your PC or console and replaced in-game while connected online. As part of that process, no personally identifiable information about you is collected and only select non-personally identifiable information, including Internet Protocol Address, is temporarily logged. No logged information is used to determine any personally identifiable information about you. This technology is integrated into the Software; by using the Software you consent to use of the technology.

6. <u>Term and Termination</u>. EA may, at its option, terminate this Agreement immediately upon notice to you, if you fail to comply with any terms and conditions of this Agreement. Promptly upon termination, all license rights granted under this Agreement will terminate and you must destroy all copies of the Software in your possession or control and cease all use of the Software. Our termination will not limit any of our other rights or remedies under this Agreement or at law or in equity. Notwithstanding anything contained herein to the contrary, Sections 2-6 shall survive termination or expiration of this Agreement for any reason.

### 7. Miscellaneous.

- (a) <u>Limits on Your Right to Transfer</u>. Neither this Agreement nor any rights, licenses or obligations hereunder, may be assigned by you, either voluntarily or by operation of law, without EA's prior written consent. Any attempted assignment in violation of this Agreement shall be void and without effect. Subject to the foregoing, this Agreement will benefit and bind the parties' successors and assigns.
- (b) <u>Severability and Survival</u>. If any provision of this Agreement is illegal or unenforceable under applicable law, the remaining provisions of this Agreement will remain valid and fully enforceable. If any provision is in part enforceable and in part unenforceable, it will be enforced to the extent permitted under applicable law.
- (c) <u>U.S. Government Restricted Rights</u>. If you are a government end user, then this provision applies to you. The Software and any accompanying documentation provided in connection with this Agreement have been developed entirely at private expense. As defined in FAR section 2.101, DFARS section 252.227-7014(a)(1) and DFARS section 252.227-7015 (or any equivalent or subsequent agency regulation thereof), such Software and accompanying documentation are "commercial items," "commercial computer software" and/or "commercial computer software documentation." Consistent with DFARS section 227.7202 and FAR section 12.212, and to the extent required under U.S. federal law, the minimum restricted rights as set forth in FAR section 52.227-19 (or any equivalent or subsequent agency regulation thereof), any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.
- (d) <u>Injunctive Relief</u>. You agree that a breach of this Agreement adversely affecting EA's proprietary rights in the Software may cause irreparable injury to EA for which monetary damages would not be an adequate remedy and EA shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law.
- (e) <u>Governing Law</u>. This Agreement shall be governed by and construed under the laws of the State of California without regard to conflicts of laws provisions thereof. Unless waived by EA in writing for the particular instance (which EA may do at its option), the sole and exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the California state and federal courts having within their jurisdiction the location of EA's principal place of business. Both parties consent to the jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by California or federal law. The parties agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to this Agreement nor to any dispute or transaction arising out of this Agreement.
  - (f) Export. You agree to abide by U.S. and other applicable export control laws and

agree not to transfer the Software to a national destination prohibited by such laws, without first obtaining, and then complying with, any requisite government authorization.

(g) Entire Agreement. This Agreement constitutes the entire agreement between you and EA with respect to the Software and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this Agreement will be binding unless made in writing and signed by EA. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase terms, the terms of this Agreement shall take precedence.

3.1