## END-USER LICENSE AGREEMENT (EULA)

This original software is protected by copyright and trademark law.

It may only be sold by authorized dealers and only be used for private purposes.

Please read this license carefully before using the software.

By installing or using this software product you agree to be bound by the provisions of this EULA.

#### 1 Software product license

### 1.1 This End-User License Agreement will grant you the following rights:

This End-User License Agreement is a legally valid agreement between you (either as a natural or as a legal person ) and THQ Nordic GmbH.

By purchasing this original software you are granted the right to install and use the software on a single computer.

THQ Nordic GmbH does not grant you any right of ownership to the software, and this license does not represent a "sale" of the software.

You are the owner of the data medium on which the software is stored. THQ Nordic GmbH and/or a partner company remains the sole owner of the software on the data medium, and of the pertinent documentation, and remains the proprietor of any and all intellectual and industrial property rights contained therein.

This non-exclusive and personal license grants you the right to install, use, and display a copy of this software product on a single computer (for example, a single workstation, a single terminal, a single portable PC, a single pager, etc.).

Every other use, especially the unauthorized leasing, distribution, public display or other demonstration (e.g. in schools or universities), copying, multiple installation or transfer, and any other process by which this software or parts of it may be made available to the general public (including via Internet or other online systems) without prior written consent is prohibited.

If this software enables you to print pictures containing characters of THQ Nordic GmbH and/or a partner company which are protected by trademark law, this license only allows you to print the pictures on paper and to use them as printouts solely for personal, non-commercial and non-governmental purposes (for example, you may not display or sell those pictures in public), provided that you abide by all copyright instructions contained in the pictures generated by the software.

### 1.2 Level Editor and Software Development Kit

Storage of software data, especially maps that have been created with a possibly included level editor or mods (modifications) that have been created by means of a possibly included SDK (software development kit) is exclusively permitted to individual persons for private use. Private use, according to the terms of paragraph 1.2, also means the - wire connected or wireless – provision of data (for example via the Internet) for use by other individual persons for

non-commercial purposes. Any other reproduction, distribution, broadcasting, provision and any indirect or direct commercial utilization ultra vires is strictly prohibited without prior written consent from THQ Nordic GmbH.

You shall not create, use, copy or distribute such maps or modifications having any offensive or illegal content, or in any manner which violates the law or third parties' rights, and you shall not combine such maps or modifications with any such offensive, illegal or violating material. You hereby agree that you are solely responsible for any and all game data Modifications and maps. You shall defend, indemnify, and hold harmless THQ Nordic GmbH and its employees and agents against any and all claims, damages, losses, actions and liabilities whatsoever arising out of your creation, use, combination, duplication, distribution, or promotion of the modified game data or maps.

The Editor and all SDK components are supplied "AS IS". There is no warranty on these parts and neither tech support nor customer support is granted for the Editor or any SDK components. USER CREATED CONTENT: The Software may allow you to create content, including but not limited to a level/map, a scenario, screenshot of a any game content or a video of your game play. In exchange for use of the Software, and to the extent that your contributions through use of the Software give rise to any copyright interest, you hereby grant THQ Nordic GmbH an exclusive, perpetual, irrevocable, fully transferable and sub-licensable worldwide right and license to use your contributions in any way and for any purpose in connection with the Software and related goods and services, including the rights to reproduce, copy, adapt, modify, perform, display, publish, broadcast, transmit, or otherwise communicate to the public by any means whether now known or unknown and distribute your contributions without any further notice or compensation to you of any kind for the whole duration of protection granted to intellectual property rights by applicable laws and international conventions. You hereby waive any moral rights of paternity, publication, reputation, or attribution with respect to THQ Nordic GmbH's and other players' use and enjoyment of such assets in connection with the Software and related goods and services under applicable law. This license grant to THQ Nordic GmbH, and the above waiver of any applicable moral rights, survives any termination of this License. For the sake of clarity all intellectual property created with the help of the software should be owned by THQ Nordic GmbH

## 1.3 Duration of the "On-line" Component of the Application Software

This application software can be an 'on-line' game that must be played over the Internet through the service, as provided by THQ Nordic GmbH and/or a partner company. It is your entire responsibility to secure an Internet connection and all fees related thereto shall be at your own charge. THQ Nordic GmbH will use reasonable efforts to provide the service all day, every day. However, THQ Nordic GmbH reserves the right to temporarily suspend the service for maintenance, testing, replacement and repair of the telecommunications equipment related to this game, as well as for transmission interruption or any other operational needs of the system. THQ Nordic GmbH can neither guarantee that you will always be able to communicate with other users, nor that you can communicate without disruptions, delays or communication-related flaws. THQ Nordic GmbH is not liable for any such disruptions, delays or other omissions in any communication during your use of the voice client.

THQ Nordic GmbH agrees to provide the servers and software necessary to access the Service until such time as the application software is "Out of Publication." Application Software shall be considered "Out of Publication" following the date that it is no longer manufactured and/or distributed by THQ Nordic GmbH, or its affiliates. Thereafter, THQ Nordic GmbH may, in its sole and absolute discretion, continue to provide the service or license to third parties the right to

provide the service. However, nothing contained herein shall be construed so as to place an obligation upon THQ Nordic GmbH to provide the service beyond the time that the applicable software is "Out of Publication". In the event that THQ Nordic GmbH determines that it is in its best interest to cease providing the service, or license to a third party the right to provide the service, THQ Nordic GmbH shall provide you with no less than three (3) months prior notice. This notice doesn't have to be addressed personally to the user. It can be also an announcement on the game website or the forums of THQ Nordic GmbH. Neither the service nor THQ Nordic GmbH's agreement to provide access to the service shall be considered a rental or lease of time on or capacity of THQ Nordic GmbH's servers or other technology.

## 2 Description of other rights and limitations

#### 2.1 Safety copy

One single copy of the software product may be stored for safety or archiving purposes only.

#### 2.2 Limited warranty

THQ Nordic GmbH warrants for a period of 90 days starting from the date of purchase that the software will essentially work in accordance with the accompanying printed materials. The complete liability of THQ Nordic GmbH and your only claim consists, at the option of THQ Nordic GmbH, of a reimbursement of the paid purchase price or of repairing or substituting the software product which is not in accordance with THQ Nordic GmbH's limited warranty, insofar as it is returned to THQ Nordic GmbH together with a copy of the invoice. This limited warranty will not apply if the failure of the software product is due to an accident, misuse or faulty application.

# 2.3 Other warranty rights will remain unaffected

The above warranty is given by THQ Nordic GmbH as manufacturer of the software product. Any legal warranty or liability claims to which you are entitled toward the dealer from whom you bought your version of the software product are neither replaced nor limited by this warranty.

### 2.4 Limitation of liability

To the greatest extent permitted by applicable law, THQ Nordic GmbH refuses to accept liability for any special, accidental, indirect or consequential damages resulting from the utilization of, or inability to utilize, the software product. This includes any instances in which THQ Nordic GmbH has previously pointed out the possibility of such damages.

#### 2.5 Trademarks

This End-User License Agreement does not grant you any rights in connection with trademarks of THQ Nordic GmbH and other companies.

#### 3 End of contract / Termination

This license will apply until it is terminated by either one of the parties. You may terminate this license at any time by sending the software back to THQ Nordic GmbH or by destroying the software, the complete accompanying documentation and all copies and installations thereof, irrespective of whether they were drawn up in accordance with this license or not. This License Agreement will be terminated immediately without any prior notification by THQ Nordic GmbH

if you are in breach of any of the provisions of this license, in which case you will be obligated to destroy all copies of the software product.

# 4 Safeguarding clause

Should any provisions of this agreement be or become invalid or unenforceable, the remainder of this agreement will remain unaffected.

## 5 Choice of law

The laws of Austria will be applied to all legal issues arising out of or in connection with this contract.