
**ELECTRONIC ARTS
ONLINE GAME SOFTWARE**

END USER ACCESS AND LICENSE AGREEMENT

This Online Game End User Access and License Agreement ("EUALA") is an agreement between you and Electronic Arts Inc. ("EA" or "We" or "us") in relation to EA's online game titled Need for Speed™ World Online (the "Game").

BY CLICKING ON THE "I ACCEPT" BUTTON, YOU ACCEPT ALL TERMS AND CONDITIONS SET OUT IN THIS EUALA. BY CLICKING ON THE "I DECLINE" BUTTON, YOU REJECT EA'S OFFER, IN WHICH CASE, YOU MAY NEITHER INSTALL NOR USE THE SOFTWARE (AS DEFINED BELOW). UNLESS SPECIFIED OTHERWISE IN A WRITTEN RETURN POLICY, NO REFUND WILL BE GIVEN BY EA FOR THE SOFTWARE IN PARTICULAR WHERE NO MONIES HAVE BEEN PAID TO EA.

NOTE THAT THIS SOFTWARE INCLUDES PUNKBUSTER ANTI-CHEAT TECHNOLOGY THAT WILL MONITOR YOUR MACHINE AND OTHERWISE COLLECT DATA FOR PURPOSES OF CHEAT PREVENTION. FOR MORE INFORMATION ON PUBKBUSTER, INCLUDING UNINSTALLATION INSTRUCTIONS, SEE SECTION 3 OF THIS EUALA.

IF YOU DO INSTALL THE SOFTWARE, EACH TIME YOU USE THE SOFTWARE (INCLUDING AS IT MAY BE UPDATED, UPGRADED OR EXPANDED FROM TIME TO TIME IN EA'S SOLE DISCRETION, YOU WILL BE DEEMED TO HAVE ACCEPTED THE TERMS OF THIS EUALA (INCLUDING ANY AMENDMENTS OR UPDATES THAT MAY HAVE BEEN MADE FROM TIME TO TIME).

1. Application of this EUALA and Access to Software

This EUALA governs your use of EA's Game software, any updates, upgrades and expansions that replace or supplement EA's Game software, and all related documentation which are not distributed with a separate license (collectively, the "Software").

This EUALA does not give you any right to obtain reissues or replacements of the Software at any time; furthermore, EA or any third party service provider that may operate the Game (an "Operator") is not obliged to supply Software updates, upgrades or expansions, or even to operate or continue support the Game or Software, for an indefinite period. **EA and/or Operators may terminate and cease supporting the Game with sixty days' notice posted at www.ea.com.** In the event that EA supplies any Software updates, upgrades or other modifications to the Software, you agree that you may be required to install or patch the Software in the manner decided by EA in its sole discretion so as to continue Game play.

To gain access to the Software, you must (a) have acquired the Software (whether on DVD-ROM, CD-ROM or other physical media or by online download) by legal means, (b) have installed the Software on your computer and (c) have accepted this EUALA.

The Game is only playable online, and Internet access (not supplied by EA) is required at all times to play. **The Software alone does not give you the right to play the Game.** You must use the Software to access EA or EA-authorized servers on which the Game is hosted, to play the Game. You are responsible for all taxes and costs of acquiring any hardware, software or other products or services required to play the Game. To play the Game, you may need to enter into additional agreements with EA or with an Operator, pay additional fees, and/or agree to additional terms including terms of service, a privacy policy and/or a code of conduct. You will also need to agree to the Punkbuster end user license agreement. You may need to pay additional fees or purchase credits/points and/or SpeedBoost and provide additional information to create an account with EA and/or an Operator (an "Account"). Accounts may only be available to persons of legal age and, solely under the supervision of such persons, to any of their children under the age of majority. If you

are a minor, your parents, guardians or legal carers must complete the registration procedure, whereby they must take all responsibility concerning the obligations set forth in this EULA.

This EULA may be modified by EA at any time. You can view the EULA at any time by visiting the applicable Internet site for the Game. We may notify you of modifications a) before you play the Game and/or b) via a specific notice on the applicable Internet site for the Game. All modifications will take effect thirty (30) days after their announcement. In any event, you agree to check the Website and review this EULA periodically to familiarise yourself with any modifications that may occur. If you do not agree with any future modifications to this EULA, or are unable to continue to remain in compliance with the same, you must cease your use of the Software and of the Game. You may terminate this EULA in accordance with Section 5. Your continued use of the Software and play of the Game after a modification of the EULA will be deemed as your acceptance of any modified terms.

2. License Grant and Terms of Use.

A. Grant.

You acknowledge that the Software and the Game are owned by EA and that they are protected by laws governing copyright, trademark, intellectual property rights and all other property rights.

Under the terms of this EULA, and for purposes of your playing the Game, EA grants you a personal, non-exclusive license to install and use the Software and play the Game for your personal use solely as set forth in this EULA and the accompanying documentation. Your acquired rights are subject to your compliance with this EULA. Any commercial use is expressly prohibited.

The term of this EULA and your license to use the Software and Game thereunder shall commence on the date that you install or otherwise use the Software, and shall terminate as set forth in Section 5.

Unless expressly permitted by EA in writing or as required by applicable law, you are expressly prohibited from reproducing, sub-licensing, broadcasting, modifying, adapting, renting, lending, leasing, distributing or otherwise making publicly available the Software or rights to use the Software (including in particular the rental of the Software through Internet Game Rooms or cyber-cafes), except by transfer as expressly set forth in paragraph 2.C below.

Unless expressly permitted by EA in writing, the reproduction of all or part of any hard-copy packaging or documentation included with the Software recording media, if any, is prohibited.

B. Reservation of Rights and Restrictions.

This Software is licensed, and not sold. You have obtained a license to the Software and your rights are subject to this Agreement. Except as expressly licensed to you herein, EA reserves all right, title and interest in the Software and the Game which you use the Software to play (including all characters, storyline, images, photographs, animations, video, music, text and in-game virtual property), and all associated copyrights, trademarks, and other intellectual property rights therein. The license granted under this EULA is limited to the intellectual property rights of EA and its licensors in the Software, as necessary to use the Software and play the Game as permitted under this EULA, and does not include any rights to other patents or intellectual property. This EULA does not grant any rights relating to any brands or services connected with the Software or Game.

Except to the extent permitted under applicable law, you may not decompile, disassemble, or reverse engineer the Software by any means whatsoever. You may not extract code from all or part of the Software, or authorise any third party to perform or to attempt to perform such operations on the Software. You may not remove, alter, or obscure any product identification, copyright, or other intellectual property notices in the Software.

It is strictly prohibited to use the Software to connect with or play the Game or any facsimile thereof on any servers that are not authorized by EA or any Operator ("grey shards" or the like). In addition, you may not emulate or operate such servers or assist any third party to do so.

It is also strictly prohibited to use any third-party software or any other device with a view to modifying the Software in any way, intercepting or scanning Game traffic or communications, changing the way the Game plays or playing in an abnormal manner or in a way that could impair the correct operation of the Game. Such prohibited third party software or devices can include, but are not limited to, those in the nature of "addons", "hacks", "cheats", "trainers", "mods", or the like by any name. The authorisations granted to you in accordance with this EULA may under no circumstances be used for the purpose of creating or supplying any opportunity for third parties to access the Game, including through server emulators or similar devices. To the fullest extent permitted by applicable law, you agree that EA or an Operator may scan your computer's memory or hard disk drive to detect or locate any such unauthorized third party program or devices, with or without any prior notice to you at any time. Furthermore, you may not use the Software in a manner that would impose an unreasonable or disproportionate burden on the infrastructure of EA or any Operator.

C. No Rights Over Results Of Use Of Software Or Over In-Game Content

This EULA grants you a simple license to use the Software to play the Game. You have no rights to or in the Game or its content.

You expressly acknowledge that all characters created and all virtual objects or attributes acquired and developed during Game play, if any, are an integral part of the Game and strictly remain the property of EA. You further acknowledge that the Software contains, without limitation, the following: (i) graphics, sound effects, music, visual animations and text (hereafter referred to as "*Content*") to which you have no property rights and no intellectual property rights, and (ii) other Content, including contributions by you or other users of the Game.

Where by applicable law you own certain copyrights over any Content created by you by using the Software and/or the Game, you grant to EA any and all comprehensive, exclusive, perpetual, worldwide and assignable rights, free-of-charge, to use all Content created by you by using the Software and/or the Game immediately upon creation. These rights to use and/or utilize Content shall extend to all known forms of use and include without limitation the rights to copy, reproduce, change, adapt, modify, process, translate the Content, the rights to license and sub-license the Content to third parties, and to market, whether by way of leasing, renting, or otherwise.

You acknowledge and agree that you have, except as may be expressly permitted by EA, no right to and may not sell, auction, give away, or in any way make available, whether free of charge or for a fee, any Content (including any Content generated by yourself or any other user), character/avatar, object, item or any component of the Software or Game, to another person. All of the aforementioned actions, especially those performed via online auctions, forums or chat rooms, will therefore contravene the terms of this EULA. Over and above the violation of the terms of this EULA, which will entitle EA to terminate this EULA and your license to use the Software and play the Game, you acknowledge that the unauthorised trading or other distribution of Game content is detrimental to EA's image and that of the Game, and EA reserves the right to seek compensation from you to the fullest extent permissible by applicable law.

3. Consent to Monitor and Usage of Anti-Cheat Technology.

This Software incorporates Punkbuster Anti-Cheat technology by Even Balance, Inc. DURING ITS OPERATION, THIS TECHNOLOGY WILL MONITOR YOUR COMPUTER'S RANDOM ACCESS MEMORY (RAM) FOR UNAUTHORIZED THIRD PARTY PROGRAMS RUNNING CONCURRENTLY WITH THE GAME. AN "UNAUTHORIZED THIRD PARTY PROGRAM" AS USED HEREIN SHALL BE DEFINED AS ANY THIRD PARTY SOFTWARE, INCLUDING WITHOUT LIMITATION ANY "ADDON", "MOD", "HACK", "TRAINER", OR "CHEAT" THAT IN EA'S SOLE DETERMINATION: (I) ENABLES OR FACILITATES CHEATING OF ANY TYPE; (II) ALLOWS USERS TO MODIFY OR HACK THE GAME INTERFACE, ENVIRONMENT, AND /OR EXPERIENCE IN ANY WAY NOT EXPRESSLY AUTHORIZED BY EA; OR (III) INTERCEPTS, "MINES", OR OTHERWISE COLLECTS INFORMATION FROM OR THROUGH THE GAME. IN THE EVENT THAT THE GAME DETECTS AN UNAUTHORIZED THIRD PARTY PROGRAM, THE GAME MAY (A) COMMUNICATE INFORMATION BACK TO EA, INCLUDING WITHOUT LIMITATION YOUR ACCOUNT NAME, DETAILS ABOUT THE UNAUTHORIZED THIRD PARTY PROGRAM DETECTED, AND THE TIME AND DATE THE UNAUTHORIZED THIRD PARTY PROGRAM WAS DETECTED; AND /OR (B) EA MAY EXERCISE

ANY OR ALL OF ITS RIGHTS UNDER THIS AGREEMENT, WITH OR WITHOUT PRIOR NOTICE TO THE USER.

WHEN YOU UNINSTALL THE SOFTWARE, PUNKBUSTER WILL REMAIN ON YOUR MACHINE.

To uninstall Punkbuster, you may run the executable available at <http://www.evenbalance.com/downloads/pbsvc/pbsvc.exe> and/or visit the Even Balance website for more details, available at www.evenbalance.com.

This EUALA will terminate immediately if you attempt to circumvent any Anti-Cheat Technology used by EA in relation to the Software.

4. Respect for Privacy and Consent to Use of Data/Personal Information.

By accepting this EUALA, you agree to the following :

A. Collection, Transfer, Storage And Use Of Personally Identifiable Information.

EA, ITS SUBSIDIARIES AND/OR AFFILIATED COMPANIES AND THIRD PARTIES (INCLUDING ANY OPERATORS, IF APPLICABLE) WHICH ARE PROVIDING EA AUTHORIZED SERVICES TO YOU IN CONNECTION WITH THIS SOFTWARE OR YOUR PLAYING OF THE GAME ("RELATED PARTIES"), MAY COLLECT, USE, STORE AND TRANSMIT PERSONALLY IDENTIFIABLE INFORMATION ABOUT YOU, INCLUDING BUT NOT LIMITED TO YOUR NAME, AGE, GENDER, EMAIL/POSTAL/INTERNET PROTOCOL ADDRESS(ES), TELEPHONE NUMBER(S) AND/OR ANY NATIONAL IDENTIFICATION NUMBER(S). NOTWITHSTANDING ANYTHING IN ANY OPERATOR TERMS OF SERVICE/PRIVACY POLICY OR ANY OTHER APPLICABLE DOCUMENT, YOU EXPRESSLY AGREE THAT ANY RELATED PARTY MAY SHARE PERSONALLY IDENTIFIABLE INFORMATION ABOUT YOU THAT IT COLLECTS IN CONNECTION WITH THIS SOFTWARE OR YOUR PLAYING OF THE GAME WITH EA, ITS SUBSIDIARIES AND/OR AFFILIATED COMPANIES. WHETHER OR NOT YOU RETAIN THE SOFTWARE OR CONTINUE TO PLAY THE GAME, YOU EXPRESSLY PERMIT EA TO RETAIN AND USE ANY SUCH PERSONALLY IDENTIFIABLE INFORMATION, INCLUDING FORWARDING IT TO ITS SUBSIDIARIES AND/OR AFFILIATED COMPANIES. YOU SPECIFICALLY AGREE THAT EA OR ITS SUBSIDIARIES AND/OR AFFILIATED COMPANIES MAY CONTACT YOU FROM TIME TO TIME USING SUCH DATA.

EA agrees that the use of any information or data collected, stored or used in relation to the Software and Game by it or shared with any of its subsidiaries and/or affiliated companies will be stored and handled in accordance with EA's privacy policy accessible at the Internet site for the Game or through privacy.ea.com. You can find more details at these locations about your choices as to correction of information, opting-out from communications from EA, and the circumstances under which we may make disclosures of such information to third parties including government authorities.

C. Consent to Use Data.

To facilitate the provision of any updates or upgrades or expansions to the Software, any dynamically served content, product support and other services to you, including online play of the Game, and for other purposes set forth in EA's Privacy Policy, you agree that EA, its subsidiaries and/or Related Parties which are providing EA authorized services to you in connection with this Software, may collect, use, store and transmit technical and related information regarding your use of the game as well as information that identifies your computer (including an Internet Protocol address), media, operating system and application software and peripheral hardware. EA may also collect, use, store, transmit and publicly display statistical data regarding game play (including scores, rankings and achievements), or identify content that is created and shared by you with other players.

EA, its subsidiaries or affiliated companies and/or Related Parties reserve the right to monitor and store information that you send or receive using the Software, including maintaining a copy of that information after your cessation of the use of the Software or play of the Game. This information is collected in order to enable EA to better to know Users and serve them, in particular as regards the provision of services associated with the Game. Information collected about you through your use of the Software, may include, but is not limited to name, age, contact details including email address,

system configuration, Game play time, micro-transactions conducted, and other data that may be collected from time to time.

You further acknowledge that EA, its subsidiaries or affiliated companies and/or any Related Parties have a legitimate concern with monitoring your use of the Software in playing the Game. You acknowledge that you have no guarantee of privacy with regard to your communications and information within the Game or in relation to any ancillary services accessed through the use of the Software (including but not limited to chat rooms or similar functions). EA, its subsidiaries or affiliated companies and/or any Related Parties may also collect, use, store, transmit and publicly display statistical data about you regarding game play (including scores, rankings and achievements), or identify content that is created and shared by you with other players.

All data is collected, used, stored and transmitted in accordance with this agreement and EA's Privacy Policy located at <http://privacy.ea.com>. For more details about the information that EA collects and how EA uses that information, see the Privacy Policy.

If you are playing the Game through an Account with an Operator or other Related Party, subject always to this Agreement, also consult the applicable terms of service and/or privacy policy of that Related Party for any additional terms.

D. No Transfer Or Assignment

You may not transfer this Software or the Account associated with your use of the Game, and/or any entitlements, achievements, virtual currency and/or characters associated with your Account.

5. Termination of the Agreement

This EUALA is effective until terminated.

EA may terminate this EUALA immediately without prior notice if you fail to comply or otherwise violate the terms of this EUALA, infringing the intellectual property rights of any third party, manifestly endangering public order or good moral standards as determined by us in our sole discretion, or if EA is unable to verify or authenticate any information about you that you supply during the Game or any other activity connected to the Software. We may also decide to terminate this EUALA in the event that we terminate the operation of the Game.

You may terminate this EUALA at any time by destroying all copies of the Software in your possession or control, and informing EA or any applicable Operator in writing or by such means as may be implemented for such purposes by EA or an Operator. Upon termination of this EUALA, any and all of the rights granted to you hereunder shall automatically terminate.

Promptly upon termination, you must cease all use of the Software and destroy all copies of the Software in your possession or control. You acknowledge and agree that the termination of this EUALA or permanent deletion of the Software may render your Account and any in-game attributes or Content unusable, for which you will not hold EA in any way responsible.

Termination will not limit any of EA's other rights or remedies at law or in equity. Sections 8, 9, 11 to 18 of this EUALA shall survive termination or expiration of this EUALA for any reason.

6. Warranties

This Section is to be read subject to Sections 6 and 7.

A. No Warranty On Software Operation Or Game play.

You acknowledge that, owing to the complexity of computer technology, as well as the nature of online games themselves and their play over a global communications network outside EA's control, EA cannot and does not guarantee that the Software, the Game and any updates, upgrades or

expansions Software will run permanently or uninterrupted on your computer. EA is not liable for delays or difficulties, especially of a technical nature, that are due to circumstances beyond its control.

B. Limited Remedy For Defects

In the event that there is any defect in the Software or the recording media on which it is embodied, your sole remedy is a replacement copy of the Software. You may also have additional rights under applicable local law, which varies by jurisdiction.

7. Disclaimer of Warranties. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SOFTWARE IS PROVIDED TO YOU "AS IS," WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, WITHOUT PERFORMANCE ASSURANCES OR GUARANTEES OF ANY KIND, AND YOUR USE IS AT YOUR SOLE RISK. THE ENTIRE RISK OF SATISFACTORY QUALITY AND PERFORMANCE RESIDES WITH YOU. EA AND EA'S LICENSORS (COLLECTIVELY "EA" FOR PURPOSES OF THIS SECTION AND SECTION 8) DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, AND WARRANTIES (IF ANY) ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EA DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE; THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS; THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SOFTWARE WILL INTEROPERATE OR BE COMPATIBLE WITH ANY OTHER SOFTWARE OR THAT ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN ADVICE PROVIDED BY EA OR ANY AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

8. Limitation of Liability. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL EA, ITS SUBSIDIARIES OR ITS AFFILIATES BE LIABLE TO YOU FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER FORM OF DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS LICENSE OR THE SOFTWARE, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT EA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS REQUIRED BY APPLICABLE LAW, EA SHALL NOT BE LIABLE TO YOU FOR ANY ACTS OR OMISSIONS BY AN OPERATOR.

SOME JURISDICTIONS DO NOT ALLOW A LIMITATION OF LIABILITY FOR DEATH, PERSONAL INJURY, FRAUDULENT MISREPRESENTATIONS OR CERTAIN INTENTIONAL OR NEGLIGENT ACTS, OR VIOLATION OF SPECIFIC STATUTES, OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

IN NO EVENT SHALL EA'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (EXCEPT AS REQUIRED BY APPLICABLE LAW) EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE.

9. Indemnity. BY USING THE SOFTWARE, YOU HEREBY AGREE TO INDEMNIFY AND HOLD EA, ITS EMPLOYEES AND ITS DIRECTORS HARMLESS AGAINST ANY CLAIM, LIABILITY, LOSS, INJURY DAMAGE, COST OR EXPENSE (INCLUDING REASONABLE SOLICITORS' FEES) INCURRED BY EA ARISING OUT OF OR FROM YOUR USE OF THE SOFTWARE OR THE GAME.

10. Material Terms of this EUALA. You agree that the provisions in this EUALA that limit liability and require an indemnity are essential terms of this EUALA. The foregoing provisions apply even if the above stated remedy under the Limited Warranty for Recording Media fails in its essential purpose

Miscellaneous

11. Compliance with law. You must respect all applicable laws regarding the use of the Software and the Game.

12. Injunctive Relief. You agree that a breach of this EUALA may cause irreparable injury to EA for which monetary damages would not be an adequate remedy and EA shall in such event be entitled to seek equitable relief in addition to any other remedies it may have hereunder or at law.

13. Governing Law and Dispute Resolution. If you reside in a Member State of the European Union: (i) the laws of England, excluding its conflicts-of-law rules, govern this License and your use of the Software; and (ii) you expressly agree that exclusive jurisdiction for any claim or action arising out of or relating to this License and/or your use of the Software shall be the Courts of England, and you expressly consent to the exercise of personal jurisdiction of such courts. If you reside elsewhere: (i) the laws of the State of California, excluding its conflicts-of-law rules, govern this License and/or your use of the Software; and (ii) you expressly agree that exclusive jurisdiction for any claim or action arising out of or relating to this License and/or your use of the Software shall be the federal or state courts that cover San Mateo County, California, and you expressly consent to the exercise of personal jurisdiction of such courts. Please note that your conduct may also be subject to other local, state, national, and international laws. The parties agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to this License or to any dispute or transaction arising out of this License.

14. Export. You agree to abide by U.S. and other applicable export control laws and agree not to transfer the Software to a foreign national or national destination, which is prohibited by such laws, without first obtaining, and then complying with, any requisite government authorization. You certify that you are not a person with whom EA is prohibited from transacting business under applicable law.

15. Third Party Beneficiaries. Notwithstanding anything in this EUALA to the contrary, you hereby acknowledge that EA's licensors, as well as any applicable Operator, are third-party beneficiaries of this EUALA and have the right to bring an action directly against you for a breach of this EUALA to the extent required to enforce their respective rights in and to the Software or Game.

16. Entire Agreement Except as specifically set forth in this EUALA, this EUALA constitutes the entire agreement between you and EA with respect to the Software and supersedes all prior or contemporaneous understandings, either express or implicit, regarding such subject matter.

IN PARTICULAR, NOTHING IN THIS AGREEMENT MAY BE SUPERSEDED OR INVALIDATED BY ANY TERMS OF SERVICE OFFERED TO YOU BY AN OPERATOR FOR THE PURPOSES OF USING THE SOFTWARE TO PLAY THE GAME.

17. Severability and Survival. If any provision of this EUALA is illegal or unenforceable under applicable law, the remainder of the provision shall be amended to achieve as closely as possible the effect of the original term and all other provisions of this EUALA shall continue in full force and effect.

18. No Waiver. No failure to exercise, nor a delay in exercising, 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 EUALA and any applicable purchase or other terms, the terms of this EUALA shall govern the relationship between you and EA.

19. U.S. Government Restricted Rights. If you are a government end user, then this provision applies to you. The Software provided in connection with this EUALA has 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), and is provided as "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

EA ONLINE GAME End User License and Access Agreement

governed solely by this EUALA and shall be prohibited except to the extent expressly permitted by this EUALA.