
**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 *Star Wars*[™]: The Old Republic (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. **SECTION 3, BELOW, DISCUSSES DATA COLLECTED IN THE COURSE OF YOUR INSTALLATION AND USE OF THE SOFTWARE. SECTION 19, BELOW, REQUIRES ALL DISPUTES THAT CANNOT BE INFORMALLY RESOLVED BETWEEN US TO BE SUBMITTED TO BINDING ARBITRATION ON AN INDIVIDUAL BASIS.** IF YOU DO NOT AGREE TO THESE OR ANY OTHER TERMS OF THIS EUALA, DO NOT INSTALL OR USE THE SOFTWARE.

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).

Right to Return (Applicable To Those Who Purchased Packaged Software From Physical Retail Stores In the United States). If you do not agree to the terms of this License and you have not installed or used the Software, you may return the Software for a refund or exchange within thirty (30) days from the date of purchase to the original place of purchase by following the instructions for return available at <http://warrantyinfo.ea.com>.

1. Application of This EUALA And Access to Software

This EUALA governs your use of EA's Game software, any updates, patches, improvements, 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 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. In the event that EA supplies any Software updates, patches, improvements, upgrades or other modifications to the Software, you agree that you will 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 digital download) by legal means; (b) have installed the Software on your computer; (c) have a valid *Star Wars: The Old Republic* ("SWTOR") account and accept the EA Privacy Policy, Terms of Service and SWTOR Rules of Conduct (available at www.swtor.com); (d) agree to share your account and game play information (but not any of your billing information) with EA's licensor, LucasArts, a division of Lucasfilm Entertainment Company Ltd. ("LucasArts"); and (e) 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. Your right to play the game is subject to additional terms including the Terms of Service, Privacy Policy (www.swtor.com) and the SWTOR Rules of Conduct. Thirty (30)-days of game play are included with the purchase price of the Software. You may need to pay

additional fees or purchase credits/points, subscribe to an online service, and provide additional information, including valid payment method information, to create an account with EA and play the Game (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 www.swtor.com. We may notify you of modifications: (a) before you play the Game; and/or (b) via a specific notice on www.swtor.com (the "*Website*"). 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 familiarize 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.

Subject to section 5(a) below, this Game can be discontinued with at least thirty (30) days' notice either (at EA's discretion) via email, on www.swtor.com, or on <http://www.ea.com/2/service-updates>.

2. License Grant and Terms of Use.

A. Grant.

You acknowledge that the Software and the Game are owned and/or validly licensed 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 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 4.

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 Section 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 is prohibited.

B. Reservation of Rights and Restrictions.

This Software is licensed, and not sold. You have purchased a license to use the Software and your rights are subject to this EULA. Except as expressly licensed to you herein, EA and its licensors reserve 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, sound effects, 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 and Game, 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, translate, derive source code from, create derivative works based on, or reverse engineer the Software by any means whatsoever. You may not extract code from all or part of the Software, or authorize any third party to perform or to attempt to perform such operations on the Software. You may not remove, alter, circumvent 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 ("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 authorizations granted to you in accordance with this EUALA 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 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.

C. Transfer.

You may make a one time permanent transfer of all your rights to install and use packaged Software on physical recording media to another individual or legal entity provided that: (a) you transfer or delete all copies of the Software; and (b) you retain no copies of the Software. You may not transfer your Account and/or any associated subscriptions to a third party, and EA may require that any subsequent end user of the Software register the Software online as a condition of use, and will not be responsible should you not be able to transfer the right to access game play, receive updates, upgrades, dynamically served content, any achievements and/or items already purchased or otherwise acquired by you through micro-transactions whether or not paid for, or the right to use any online service(s) of EA. It is your responsibility to ascertain the ability of any person to whom you intend to transfer the Software to receive the Software and/or open and utilize an Account, including by consulting any applicable Terms of Service to determine the conditions that may be applicable for the use of an Account, if applicable.

D. No Rights over results of use of Software or over in-Game content

This EUALA grants you a limited license to use the Software to play the Game. You have no rights to or in the Software and/or the Game or its content.

You expressly acknowledge that all characters created and all objects or attributes acquired and developed during play are an integral part of the Game and strictly remain the property of EA and/or its licensors. You further acknowledge that the Software contains, without limitation, the following: (a) 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 (b) other content, including contributions by 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 assign to EA and/or its licensors all and any intellectual and industrial property rights in all and any such Content. Where such assignment is not possible, you grant to EA and/or its licensors 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, publicly display, distribute, 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 hereby waive any moral rights of paternity, publication, reputation, or attribution with respect to EA and other players' use and enjoyment of such assets in connection with the Application and related goods and services under applicable law. The license grant to EA, and the above waiver of any applicable moral rights, survives any termination of this License.

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 EUALA. Over and above the violation of the terms of this EUALA, which will entitle EA to terminate this EUALA and your license to use the Software and play the Game, you acknowledge that the unauthorized 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. Respect for Privacy and Consent to Use of Data.

EA knows that you care how information about you is collected, used and shared, and we appreciate your trust that we will do so carefully and sensibly. Information about our customers is an important part of our business, and EA would never sell your personally identifiable information to anyone. We do not share information that personally identifies you without your consent, except in rare instances where disclosure is required by law or to enforce EA's legal rights. In addition to information that you give EA directly, EA collects non-personally identifiable (or anonymous) information for purposes of improving our products and services, troubleshooting bugs, providing services to and communicating with you, facilitating the provision of software updates, dynamically served content and product support and otherwise enhancing your user experience.

By accepting this EUALA, you agree to the following:

A. Collection, Transfer, Storage and Use of Data.

In addition to information that you give EA directly, EA collects nonpersonally identifiable (or anonymous) information for purposes of improving our products and services, providing services to you, facilitating the provision of software updates, dynamically served content and product support as well as communicating with you. The non-personally identifiable information that EA collects includes technical and related information that identifies your computer (including the Internet Protocol Address) and operating system, as well as information about your Game usage (including but not limited to successful installation and/or removal), software, software usage and peripheral hardware. As noted above, this information is gathered periodically for purposes such as improving our products and services, troubleshooting bugs, providing services to you and otherwise enhancing your user experience.

EA agrees that the use of any information or data collected, stored or used by it in relation to the Software and Game by it or by 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 www.swtor.com. LucasArts shall use such data pursuant to its privacy policy at <http://www.lucasarts.com/legal/privacy/index.html>. 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 disclosure of such information to third parties including government authorities.

B. Anti-Cheat And Fraud Prevention Technologies.

EA strives to provide a safe and fair playing environment for all players of our Game. Accordingly, EA employs anti-cheating and fraud prevention utilities to help prevent behaviors that can otherwise negatively affect player experience.

In particular, when running, the Game may access information from your computer's random access memory (RAM) and/or CPU processes regarding 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 that, when used simultaneously or in connection with the Game, would constitute a violation of Section 2.B, herein. In the event that the Game detects an unauthorized third party program, EA may: (a) communicate information back to EA, including without limitation, account name, details about the unauthorized third party program detected, and the time and date the unauthorized third party program detected; and/or (b) exercise any and all rights under any EA agreement, with or without notice to you. EA may also employ fraud-prevention utilities which collect non-personally identifiable information about your device when you create an account, place an order with us and/or log into Game services.

All data collected, used, stored and transmitted by EA is done in accordance with EA's Privacy Policy located at www.swtor.com. For more information about EA's anti-cheat and fraud prevention technology as well as its fraud prevention partner(s), please review EA's privacy policy, which is incorporated here by reference. To the extent that anything in this section conflicts with the terms of EA's Privacy Policy, the terms of the Privacy Policy shall control. All data collected, used, stored and transmitted by Lucas Arts is done in accordance with LucasArts' Privacy Policy located at <http://www.lucasarts.com/legal/privacy/index.html>.

4. 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 or any other applicable agreement, 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 in writing or by such means as may be implemented for such purposes by EA. 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 6 through 17 and 19 of this EUALA shall survive termination or expiration of this EUALA for any reason.

5. Warranties

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

A. No Warranty on Software Operation or Game Play; Force Majeure.

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

upgrades or expansions Software will run permanently or uninterrupted on your computer. EA and its licensors are not liable for delays, system failures, system outages or difficulties, especially of a technical nature, that are due to legal restrictions or other circumstances beyond its control, including but not limited to third party criminal activity. EA also does not guarantee that the version of the Game covered by this Agreement will be playable in geographic locations where it is not available for sale at retail and/or at all times of the day and/or night.

B. Limited Remedy For Defects.

In the event that there is any defect in the Software or any 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.

6. Disclaimer of Warranties. EXCEPT FOR THE LIMITED WARRANTY ON RECORDING MEDIA (IF APPLICABLE), AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SOFTWARE, THE GAME AND ALL OTHER SERVICES PROVIDED BY EA ARE 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 7) 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 AND ITS LICENSORS DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE OR THE GAME; THAT THE SOFTWARE OR THE GAME WILL MEET YOUR REQUIREMENTS; THAT OPERATION OF THE SOFTWARE OR THE GAME WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, OR THAT THE SOFTWARE WILL BE COMPATIBLE WITH THIRD PARTY SOFTWARE OR THAT ANY ERRORS IN THE SOFTWARE OR THE GAME WILL BE CORRECTED. NO ORAL OR WRITTEN ADVICE PROVIDED BY EA, ITS LICENSORS, 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.

7. Limitation of Liability. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL EA OR ITS LICENSORS 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 RELATED TO THE EUALA, THE SOFTWARE OR THE GAME, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT EA OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EA AND ITS LICENSORS SHALL ALSO NOT BE LIABLE FOR ANY DELAYS, SYSTEM FAILURES OR SYSTEM OUTAGES WHICH MAY, FROM TIME TO TIME, AFFECT ONLINE GAME PLAY OR ACCESS THERETO.

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 OR ITS LICENSORS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES (EXCEPT AS REQUIRED BY APPLICABLE LAW) EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE.

8. Indemnity. BY USING THE SOFTWARE, YOU HEREBY AGREE TO INDEMNIFY AND HOLD EA, ITS LICENSORS, AND EACH OF THEIR EMPLOYEES, PARTNERS, AFFILIATES, CONTRACTORS, OFFICERS, DIRECTORS AND AGENTS, HARMLESS AGAINST ANY CLAIM, LIABILITY, LOSS, INJURY DAMAGE, COST OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED BY EA AND/OR ITS LICENSORS ARISING OUT OF OR FROM YOUR USE OF THE SOFTWARE OR THE GAME.

9. Material Terms of this EUALA. You agree that the provisions in this EUALA that limit liability and require an indemnity (Sections 7 through 9) are essential terms of this EUALA. The foregoing provisions apply even if the Limited Warranty for Recording Media (if applicable and as set forth in the Software manual for those who purchase physical copies of the Software) fails in its essential purpose.

Miscellaneous

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

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

12. Governing Law. If you reside in a Member State of the European Union: (a) the laws of England, excluding its conflicts-of-law rules, govern this License and your use of the Application; and (b) 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 Application shall be the Courts of England, and you expressly consent to the exercise of personal jurisdiction of such courts. If you reside elsewhere, the laws of the State of California, excluding its conflicts-of-law rules, govern this License and/or your use of the Application. For any dispute not subject to the Arbitration provisions of Section 19, below, 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 Application 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.

13. 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.

14. Third Party Beneficiaries. Notwithstanding anything in this EUALA to the contrary, you hereby acknowledge that EA's licensors 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.

15. 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. No amendment to or modification of this EUALA will be binding unless made in writing and signed by EA. None of EA's distributors, agents, or any of their respective employees are authorized to make modifications or additions to this EUALA.

16. 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.

17. 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.

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

19. Dispute Resolution By Binding Arbitration.

The purpose of this Section is to provide a streamlined method for resolution of disputes between us if they arise. As discussed below in Section 19.f, if we cannot resolve our disputes informally and you are awarded a sum at arbitration greater than EA's last settlement offer to you (if any), EA will pay you 150% of your arbitration award, up to \$5000 over and above your arbitration award.

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

A. Most user concerns can be resolved quickly and to your satisfaction by logging into our customer support interface with your Account at <http://support.ea.com/>. In the unlikely event that EA cannot resolve a concern to your satisfaction (or if EA cannot resolve a concern it has with you after attempting to do so informally), then you and EA agree to be bound by the following procedure to resolve any and all disputes between us. This provision applies to all consumers to the fullest extent allowable by law, but expressly excludes residents of Switzerland, Russia, Quebec and the Member States of the European Union. **By entering into this Agreement, you and EA expressly waive the right to a trial by jury or to participate in a class action.** This agreement is intended to be interpreted broadly. It covers any and all disputes between us ("Disputes"), including without limitation:

- (a) claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- (b) claims that arose before this Agreement or any prior agreement (including, but not limited to, claims relating to advertising);
- (c) claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- (d) claims that may arise after the termination of this Agreement.

The only disputes that are not covered by this Section 19 are the following:

- 1) a claim to enforce or protect, or concerning the validity of, any of your or EA's (or any of EA's licensors') intellectual property rights;
- 2) a claim related to, or arising from, allegations of theft, piracy, or unauthorized use;
- 3) In addition, nothing in this Agreement shall prevent either party from initiating a small claims court action.

With respect to this Section 19, References to "EA," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns,

as well as all authorized or unauthorized users or beneficiaries of services or Software under this or prior agreements between us. This EUALA evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Section 19. This arbitration provision shall survive termination of this EUALA.

B. Informal Negotiations/Notice of Dispute. You and EA agree to first attempt to negotiate any Dispute informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon receipt of written notice from one person to the other ("Notice of Dispute"). Notices of Dispute must: (a) include the full name and contact information of the complaining party; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought ("Demand"). EA will send its Notice of Dispute to your billing address (if you provided it to us) or to the email address you provided to us. You will send your Notice of Dispute to: Electronic Arts Inc., 209 Redwood Shores Parkway, Redwood City CA 94065, ATTENTION: Legal Department.

C. Binding Arbitration. If you and EA are unable to resolve a Dispute through informal negotiations within 30 days after receipt of the Notice of Dispute, either you or EA may elect to have the Dispute finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. **YOU UNDERSTAND THAT BY THIS PROVISION, YOU AND EA FOREGO THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.** The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website www.adr.org. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, or if you send EA a notice to the Notice of Dispute address above indicating that you are unable to pay the fees required to initiate an arbitration, then EA will promptly pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, and shall provide a statement of reasons if requested by either party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. You and EA may litigate in court to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

D. Restrictions. You and EA agree that any arbitration shall be limited to the Dispute between EA and you individually. To the full extent permitted by law: (a) no arbitration shall be joined with any other; (b) there is no right or authority for any Dispute to be arbitrated on a class action-basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. **YOU AND EA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and EA agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

E. Location. If you are a resident of the United States, arbitration will take place at any reasonable location convenient for you. For residents outside the United States, arbitration shall be initiated in the County of San Mateo, State of California, United States of America, and you and EA agree to submit to the personal jurisdiction of that court, in order to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

F. Recovery and Attorneys' Fees. If the arbitrator rules in your favor on the merits of any claim you bring against EA and issues you an award that is greater in monetary

value than EA's last written settlement offer made before written submissions are made to the arbitrator, then EA will:

- (a) Pay you 150% of your arbitration award, up to \$5,000 over and above your arbitration award; and
- (b) Pay your attorney, if any, the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that you or your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

The right to attorneys' fees and expenses discussed above supplements any right to attorneys' fees and expenses you may have under applicable law, although you may not recover duplicative awards of attorneys' fees or costs. EA waives any right it may have to seek an award of attorneys' fees and expenses in connection with any arbitration between us.

F. Limitation on Arbitrator's Authority. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

G. Changes to Agreement. Notwithstanding any provision in this Agreement to the contrary, we agree that if EA makes any future change to this arbitration provision (other than a change to the Notice of Dispute address), you may reject any such change by sending us written notice within thirty (30) days of the change to the Notice of Dispute address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.