

WB GAMES

BATMAN: ARKHAM ORIGINS

END USER LICENSE AGREEMENT

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the total fees paid by you to WB Games during the six (6) months immediately prior to the time such claim arose.

7. INDEMNIFICATION. YOU HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS WB GAMES, ITS PARENT, SUBSIDIARIES AND AFFILIATES, FROM AND AGAINST ANY CLAIM, LIABILITY, INJURY, DAMAGE, LOSS OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED AS A RESULT OF, ARISING FROM, OR RELATING TO YOUR USE OF THE GAME.

8. Changes to Agreement and Game. WB Games may update this Agreement at its sole discretion, and you will be asked to review and agree to the revised version of the EULA once it becomes effective. If you do not agree to a revised EULA, you will not be permitted to continue playing the Game. If at any time you are no longer able to comply with the terms of the then-current EULA, you must terminate this Agreement pursuant to Section 2 and immediately stop using the Game. WB Games may change, modify, suspend, or discontinue any aspect of the Game at any time. WB Games may also impose limits on certain features or restrict your access to parts or all of the Game without notice or liability. You have no interest, monetary or otherwise, in any feature or content contained in the Game.

9. Patches and Updates. WB Games may apply patches, updates and modifications (collectively, "Updates") to the Game at any time, including Updates to the Game installed on your computer. Updates are not optional. You agree that WB Games may deploy and install updates remotely, with or without your knowledge, and you hereby provide your consent for WB Games to download and apply such Updates.

10. Remedies. You acknowledge that WB Games may suffer irreparable damage if you breach any of the provisions governing license limitations or ownership. You therefore agree that if you do breach either of these provisions, in addition to provable damages and reasonable attorneys' fees, WB Games shall be entitled to enjoin such breach and to obtain specific performance of such provisions in any court of competent jurisdiction.

11. Seizure Warning. A very small percentage of people experience epileptic seizures when exposed to certain light patterns or flashing lights. Exposure to these patterns or backgrounds on a computer screen, or while playing video games, may induce an epileptic seizure in these individuals. If you, or anyone in your family, have an epileptic condition, consult your physician prior to playing. If you experience dizziness, altered vision, eye or muscle twitches, loss of awareness, disorientation, any involuntary movement, or convulsions while playing the Game, immediately discontinue use and consult your physician.

12. Dispute Resolution and Governing Law.

a. Binding Arbitration. Any dispute, controversy or claim related to this Agreement ("Dispute") (except those Disputes expressly excluded below) that cannot be resolved through informal negotiations shall be 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 ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be initiated and conducted according to either

the JAMS Streamlined (for claims under \$250,000) or the JAMS Comprehensive (for claims over \$250,000) Arbitration Rules and Procedures, except as modified herein, including the Optional Appeal Procedure, at the Los Angeles office of JAMS, or its successor (“JAMS”) in effect at the time the request for arbitration is made (the “Arbitration Rules”). The arbitration shall be conducted in Los Angeles County before a single neutral arbitrator appointed in accordance with the Arbitration Rules. WB Games will pay all arbitration fees and reasonable expenses as determined by the arbitrator. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator shall follow California law and the Federal Rules of Evidence in adjudicating the Dispute. The parties waive the right to seek punitive damages and the arbitrator shall have no authority to award such damages. The arbitrator shall provide a detailed written statement of decision, which shall be part of the arbitration award and admissible in any judicial proceeding to confirm, correct or vacate the award. Unless the parties agree otherwise, the neutral arbitrator and the members of any appeal panel shall be former or retired judges or justices of any California state or federal court with experience in matters involving the entertainment industry. If either party refuses to perform any or all of its obligations under the final arbitration award (following appeal, if applicable) within thirty (30) days of such award being rendered, then the other party may enforce the final award in any court of competent jurisdiction in Los Angeles County. The party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys’ fees, incurred in enforcing the award, to be paid by the party against whom enforcement is ordered. Except as otherwise provided in this Agreement, you and WB Games may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. Any Dispute not subject to arbitration (other than claims proceeding in any small claims court), or where no election to arbitrate has been made, shall be decided by a court of competent jurisdiction within the County of Los Angeles, State of California, United States of America, and you and WB Games agree to submit to the personal jurisdiction of that court.

b. Restrictions. You and WB Games agree that any arbitration shall be limited to the Dispute between WB Games and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) 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.

c. Exceptions. You and WB Games agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or WB Games’s intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy or unauthorized use; and (3) any claim for injunctive relief.

d. Governing Law. Except as expressly provided otherwise, this Agreement shall be governed by, and will be construed under, the Laws of the United States of America and the law of the State of California, without regard to choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Those who choose to access the Service from locations outside of the United States do so on their own initiative and are responsible for compliance with local laws if and to the extent local laws are applicable.

e. Severability. You and WB Games agree that if any portion Section 12 is found illegal or unenforceable (except any portion of 12(c)), that portion shall be severed and the remainder of the Section shall be given full force and effect. If Section 12(c) is found to be illegal or unenforceable then neither you nor WB Games will elect to arbitrate any Dispute falling within that portion of Section 12(c) found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the County of Los Angeles, State of California, United States of America, and you and WB Games agree to submit to the personal jurisdiction of that court.

13. Miscellaneous. The terms set forth in this Agreement, including the Disclaimer of Warranties, Limitation of Liability and Indemnification provisions are fundamental elements of the basis of the agreement between WB Games and you. WB Games would not be able to provide the Game (including without limitation the Game) on an economic basis without such limitations. Such Disclaimer of Warranties, Limitation of Liability and Indemnification provisions inure to the benefit of WB Games' licensors, successors and assigns. You agree that you are not considered, and shall not represent yourself as, an agent, employee, joint venturer, or partner of WB Games. You may not assign this Agreement, in whole or in part, without WB Games' prior written consent and any attempted assignment in violation of this provision shall be null and void. No waiver of any default, condition or breach of this Agreement shall constitute a waiver of any other default, condition or breach of this Agreement, whether of a similar nature or otherwise. Any provision found unlawful by a court or regulator having jurisdiction shall be deemed to be severed from the Agreement, but such severance shall have no effect on the enforceability of the remaining provisions of the Agreement. This Agreement, incorporating all the applicable documents referenced herein, represents the entire agreement between you and WB Games with respect to the Game and supersedes all prior agreements between you and WB Games pertaining to the Game. You agree that you will comply with all applicable laws in connection with the Game and this Agreement, including without limitation export control laws. You must supply all necessary facilities, utilities and equipment necessary to play the Game, including appropriate computer equipment and Internet connections, at your sole risk and expense. This Agreement may be amended only by a writing executed by both parties.

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