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ELECTRONIC ARTS  
SOFTWARE END USER LICENSE AGREEMENT  
BATTLEFIELD™ 1

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**4. Consent to Monitor.**

You acknowledge and agree that we may monitor game play to detect cheating and to enforce EA's policies.

This Software includes anti cheat technology.

WHEN YOU CONNECT ONLINE TO A BATTLEFIELD 1 GAME SERVER THIS TECHNOLOGY WILL BE ACTIVATED and used to monitor your game play, your Battlefield 1 game files and your computer's random access memory (RAM) to identify Unauthorized Third Party Programs running concurrently with the Game as well as any Battlefield 1 game file modifications enabling or facilitating cheating.

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 anti-cheat technology detects an unauthorized third party program and/or game file modifications enabling or facilitating cheating: (a) The game may communicate information back to EA, including without limitation your account name, as well details about any 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 you.

When you disconnect from the game server the anti-cheat technology will be deactivated.

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- (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 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 of intellectual property;
- 3) if you reside in Australia: a claim to enforce any statutory consumer rights to which you are entitled under the Australian Consumer Law; and
- 4) in addition, nothing in this Agreement shall prevent either party from initiating a small claims court action.

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**B. Informal Negotiations/Notice of Dispute.** You and EA agree to first attempt to resolve any Dispute informally for at least 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 ARE FOREGOING THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.** The arbitration shall be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules 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](http://www.adr.org). Your arbitration fees and your share of arbitrator

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**D. Restrictions.** You and EA agree that any arbitration shall be limited to the Dispute between EA and you individually, regardless whether the relief sought is monetary or injunctive in relief, and any relief awarded in arbitration shall be applicable only to you in your individual capacity. To the full extent permitted by law: (a) no arbitration shall be joined with any other; (b) no Dispute shall be arbitrated on a class basis or 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 on behalf of any person other than yourself. **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 agreement to arbitration 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.

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- (a) Pay you 150% of your arbitration award, up to \$5,000 over and above your arbitration award; and

- (b) Reimburse all of the filing, administration and arbitrator fees that you paid to the AAA. Each party will be responsible for its own attorneys' fees and related expenses (including expert witness fees and costs), but the arbitrator will have authority to award attorneys' fees and expenses if such an award is available under applicable law. EA waives any right it may have to seek an award of attorneys' fees and expenses in connection with any arbitration between us.

**G. 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.

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BATTLEFIELD™ 1

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