

**ELECTRONIC ARTS
END USER LICENSE AGREEMENT
FOR *THE SIMS MEDIEVAL* GAME
(DISTRIBUTED BY DIGITAL DOWNLOAD)**

This End User License Agreement ("**License**") is an agreement between you and Electronic Arts Inc. and its affiliates (collectively "**EA**"). This License governs your use of legitimate copies of this software, and all related documentation, utilities, and updates and upgrades that replace or supplement the software and are not distributed with a separate license (collectively, the "**Software**"). This Software is licensed to you, not sold.

By installing or using the Software, you agree to accept the terms and conditions of this License and be bound to them. If you do not agree to the terms of this License, then do not install or use the Software. **Sections 4 and 5 below describe data EA may use to provide services and support to you in connection with the Software.** If you do not agree to this use of data, do not install or use the Software. **IF YOU INSTALL** the Software, you fully accept the terms and conditions of this License.

1. Limited License Grant and Terms

A. Grant. Through an authorized purchase or transfer, you acquire and EA grants you a non-exclusive license to install and use the Software for your personal, limited, non-commercial use solely as set forth in this License and the accompanying documentation. Your acquired rights are subject to your agreement and continuing compliance with this License. Commercial use of the Software is prohibited. You are expressly prohibited from sub-licensing, renting, leasing or otherwise distributing the Software or rights to use the Software, except by transfer as expressly set forth in section 3 below. Your License term begins on the date on which you install or otherwise use the Software, and ends on the date that you dispose of the Software or EA terminates this License, whichever is earlier. Your license will terminate immediately if you attempt to circumvent the technical protection measures for the Software. All use of the Software is subject to this License.

B. Technical Protection Measures. When you purchase the Software online via digital download (the "**Digital Download Version**"), you receive a Digital Download Version of the Software that uses SecuROM digital rights management technology provided by Sony DADC Austria AG. The SecuROM technology is integrated into the Digital Download Version of the Software and is not a separate installation. For more information about SecuROM, visit www.securom.com and <http://faq.securom.com/>. By installing the Software, you acknowledge and agree to the Software's use of SecuROM. An internet connection is required to authenticate the Software and verify your license ("**Online Authentication**"). EA reserves the right to validate your license through subsequent Online Authentication. If your license is not valid, as determined solely by EA, you may not be able to use the Software. A machine will be authorized to play this game after authentication and license validation by EA. The License allows for up to 5 machines, owned by the holder of this License, to be authorized concurrently for access to the offline features of this Software. You can manage your authorizations yourself by following the de-authorization instructions found at <http://activate.ea.com/deauthorize/>. A dll file beginning with "drm_dynata" will reside in the temp directory of your computer each time you de-authorize a machine. To delete any de-authorization-related dll files that reside on your

machine, simply delete any and/or all files beginning with “drm_dynata”. An internet connection is required for de-authorization. When you install the Software on a machine, the machine is automatically authorized (provided you have authorizations available). When you uninstall the Software from a machine, that machine is automatically de-authorized. To authorize the machine, simply install the Software (provided you have authorizations available). EA does not recommend that you attempt to disable or access SecuROM. If you disable or otherwise tamper with the technical protection measures, the Software may not function properly and you will have materially breached this License.

C. Software Updates and EA’s Download Manager. A connection to the Internet and EA’s Download Manager application are required to download and install Software updates on a PC. If you do not have EA’s Download Manager installed, you will not be able to download and install Software updates. The EA Download Manager application is included with your game. If you wish to install EA Download Manager, double click the executable file and it will begin the installation process. You can also delete the file (uninstalled) from your computer. If you install the EA Download Manager and wish to remove it, follow the “remove program” instructions for your Windows Operating System.

2. Intellectual Property Rights and Ownership.

A. Reservation of Rights. You have purchased a limited license to the Software and your rights are limited to the license grant above and subject to this License. You may not otherwise copy, display, distribute, perform, publish, modify, or use the Software or any component of it. You are prohibited from making a copy of the Software available on a network where it could be used or downloaded by multiple users. Except as expressly licensed to you herein, EA and its licensors, as applicable, owns and reserves all right, title and interest in the Software, and all related data, characters, themes, objects, storyline, images, photographs, graphics, animations, video, music, text, and the associated copyrights, trademarks, moral rights and other intellectual property rights therein. This License is limited to the intellectual property rights of EA and its licensors in the Software and does not include any rights to other patents or intellectual property. Except to the extent permitted under applicable law, you may not decompile, disassemble, reverse engineer or created derivative works of the Software by any means whatsoever. You may not remove, alter, or obscure any product identification, copyright, or other intellectual property notices in the Software. All rights not expressly granted herein are reserved to EA.

3. Transfer. You may make a one-time permanent transfer of all your rights to install and use the Software to another individual or legal entity provided that: (a) The Technical Protection Measures used by the Software supports such transfers; (b) you also transfer this License and all copies of the Software; (c) you deauthorize all machines and retain no copies of the Software, upgrades, updates or prior versions; and (d) the receiving party accepts the terms and conditions of this License. If you wish to transfer the Software in accordance with the terms of this License, you must deauthorize all your machines to allow the transferee to authenticate and authorize the Software on his/her own machines. Online registration is not transferable. When you register your Software online to access online services, that registration is unique to you. If you make a legitimate transfer of the Software, you transfer the licensed rights to the copy of the Software itself, but not the right to access any services

that are made available in connection with the Software online. In addition, such a transfer may not include the right to receive updates, dynamically served content, or the right to upload and download content, or use any other online service of EA in connection with the Software. EA may require that any end user of the Software register the Software online as a condition of use and/or the purchase additional Licenses. NOTWITHSTANDING THE FOREGOING, YOU MAY NOT TRANSFER PRE-RELEASE COPIES OF THE SOFTWARE.

4. Consent to Collection and Use of Data. To facilitate technical protection measures; the provision of software updates; dynamically served content including advertising; product support; and online services to you, you agree that EA and its affiliates may collect, use, store and transmit technical and related information that identifies your computer (such as Internet Protocol Address and hardware identification), operating system, and application software and peripheral hardware, and non-personally identifiable game play and software usage statistics, without further notice to you. EA and its affiliates may also use this information in the aggregate, in a form which does not personally identify you, to improve our products and services and we may share anonymous aggregate data with our third party service providers.

5. Consent to Public Display of Data. If you participate in online services, such as downloading and uploading content, EA and its affiliates may also collect, use, store, transmit and publicly display data regarding your content contributions, and associate you with content that is created and shared by you with other players and EA. Data that personally identifies you is collected, used, stored and transmitted in accordance with EA's Privacy Policy located at privacy.ea.com.

6. Termination. This License is effective until terminated. Your rights under this License will terminate immediately and automatically without any notice from EA if you fail to comply with any of the terms and conditions of this License. Promptly upon termination, you must cease all use of the Software and destroy all copies of the Software in your possession or control. Termination will not limit any of EA's other rights or remedies at law or in equity. Sections 2 and 4 - 17 of this License shall survive termination or expiration of this License for any reason.

7. [Intentionally blank]

8. 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, 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 9) 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 BE COMPATIBLE WITH THIRD PARTY 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.

9. 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 LOSS OR DAMAGE OF ANY KIND ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS LICENSE OR THE SOFTWARE, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF DATA (INCLUDING PLAYER CHARACTERS, VIRTUAL GOODS OR CURRENCY, ACCOUNTS, STATISTICS, OR OTHER USER DATA), LOSS OF GOODWILL, INTERRUPTION OF SERVICE, WORK STOPPAGE, COMPUTER DISRUPTION, INTERFERENCE, FAILURE OR MALFUNCTION, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, OR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER SUCH ALLEGED LOSS OR DAMAGE ARISES IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT EA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. 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.

10. Limitation of Liability and Disclaimer of Warranties are Material Terms of this License. You agree that the provisions in this License that limit liability are essential terms of this License. The foregoing limitations of liability apply even if the above stated remedy under the Limited Warranty for Recording Media fails in its essential purpose.

11. Severability and Survival. If any provision of this License 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 License shall continue in full force and effect.

12. 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 License 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 License and shall be prohibited except to the extent expressly permitted by this License.

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

14. Governing Law. This License shall be governed by and construed (without regard to conflicts or choice of law principles) under the laws of the State of California as applied to agreements entered into and to be performed entirely in California between California residents. Unless expressly waived by EA in writing for the particular instance or contrary to local law, the sole and exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the California state and federal courts having within their jurisdiction the location of EA's principal corporate place of business. Both parties consent to the jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by California or federal law. 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.

15. 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.

16. Third Party Technology. If you use this Software on a MAC, then your Software incorporates technology developed by TransGaming Inc. ("**Cider**"). Cider(tm) is Copyright © 2000-2010 TransGaming Inc.

17. Entire Agreement. This License constitutes the entire agreement between you and EA with respect to the Software and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless made in writing and signed by EA. No failure to exercise, and no delay in exercising, on the part of either party, 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 License and any applicable purchase or other terms, the terms of this License shall govern.

© Electronic Arts Inc. 2010