

MAD MAX

END USER LICENSE AGREEMENT

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THIS AGREEMENT IS A LEGALLY BINDING CONTRACT; PLEASE READ IT CAREFULLY.

WELCOME TO MAD MAX. WB GAMES INC. ("WB GAMES") IS PROUD TO PROVIDE YOU WITH MAD MAX GAME SOFTWARE (TOGETHER WITH ANY UPDATES, THE "GAME CLIENT") FOR USE WITH THE ONLINE COMPONENT OF MAD MAX (A "GAME SERVER"). TOGETHER, THE GAME CLIENT AND A GAME SERVER MAKE UP THE GAME MAD MAX (THE "GAME"). THIS END USER LICENSE AGREEMENT (THE "EULA" OR "AGREEMENT") GOVERNS YOUR USE OF THE GAME CLIENT.

1. LIMITED LICENSE. THE GAME CLIENT IS LICENSED, NOT SOLD. SUBJECT TO YOUR AGREEMENT TO AND CONTINUED COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS EULA, WB GAMES HEREBY GRANTS TO YOU A LIMITED, REVOCABLE, NON-EXCLUSIVE, NONTRANSFERABLE, PERSONAL LICENSE TO (A) DOWNLOAD AND INSTALL THE GAME CLIENT ONTO A PERSONAL COMPUTER (AN "ENTERTAINMENT SYSTEM") OWNED BY YOU, AND (B) USE THE GAME CLIENT IN CONJUNCTION WITH A GAME SERVER FOR YOUR NON-COMMERCIAL ENTERTAINMENT PURPOSES ONLY. THE FOREGOING LICENSE DOES NOT PERMIT YOU TO DO ANY OF THE FOLLOWING, AND YOU AGREE THAT THE VIOLATION OF ANY OF THE FOLLOWING LICENSE LIMITATIONS WILL CONSTITUTE AN INFRINGEMENT OF WB GAMES' COPYRIGHTS:

A. YOU MAY NOT SELL, LICENSE OR TRANSFER THE GAME CLIENT, OR ANY REPRODUCTIONS OR MODIFICATIONS THEREOF, TO ANY PERSON OR ENTITY;

B. YOU MAY NOT DEVELOP, DISTRIBUTE OR HOST ANY SERVER OR SOFTWARE DESIGNED TO INTERACT WITH THE GAME CLIENT OR TO REDIRECT OR EMULATE THE COMMUNICATIONS PROTOCOLS USED BY WB GAMES;

C. YOU MAY NOT MODIFY THE GAME CLIENT OR ANY PORTION THEREOF;

D. YOU MAY NOT, OR ALLOW OR AUTHORIZE OTHERS, TO COPY, TRANSLATE, REVERSE ENGINEER, DERIVE SOURCE CODE FROM, MODIFY, DISASSEMBLE, DECOMPILE, OR CREATE DERIVATIVE WORKS BASED ON THE GAME CLIENT OR ANY PORTION THEREOF;

E. YOU MAY NOT DEVELOP, DISTRIBUTE OR USE ANY THIRD PARTY PROGRAM DESIGNED TO IMPACT THE GAME EXPERIENCE, INCLUDING WITHOUT LIMITATION SOFTWARE BOTS, CHEATS, HACKS OR ANY OTHER SOFTWARE DESIGNED TO PROVIDE A PLAYER WITH AN ADVANTAGE;

F. YOU MAY NOT EXPLOIT THE GAME, OR ANY PORTION THEREOF, FOR ANY COMMERCIAL PURPOSE;

G. YOU MAY NOT CONNECT TO A GAME SERVER EXCEPT BY USING AN AUTHORIZED, UNMODIFIED GAME CLIENT THROUGH THE ORIGIN SERVICE OR OTHER WB GAMES AUTHORIZED THIRD PARTY COMPUTER SERVICE AS SET FORTH HEREIN; OR

H. YOU MAY NOT USE THE GAME CLIENT TO CONNECT TO ANY SERVER OR SERVICE OTHER THAN A GAME SERVER THROUGH THE ORIGIN SERVICE OR OTHER WB GAMES AUTHORIZED THIRD PARTY SERVICE.

THE LICENSE GRANTED HEREIN CONFERS NO TITLE OR OWNERSHIP IN THE GAME (INCLUDING WITHOUT LIMITATION THE GAME CLIENT) AND SHOULD NOT BE CONSTRUED AS A SALE OF ANY RIGHTS TO THE GAME. ALL RIGHTS, TITLES AND INTERESTS IN AND TO THE GAME AND ANY AND ALL COPIES THEREOF (INCLUDING WITHOUT LIMITATION ANY AND ALL TITLES, COMPUTER CODE, TECHNOLOGY, THEMES, OBJECTS, CHARACTERS, CHARACTER NAMES, STORIES, DIALOG, CATCH PHRASES, LOCATIONS, CONCEPTS, ARTWORK, MUSIC, ETC.) ARE OWNED BY WB GAMES OR ITS LICENSORS.

2. TERM. THIS EULA IS EFFECTIVE UNTIL TERMINATED, AND THOSE PROVISIONS WHICH BY THEIR NATURE SHOULD SURVIVE TERMINATION SHALL SURVIVE TERMINATION, INCLUDING WITHOUT LIMITATION THOSE PROVISIONS ADDRESSING LICENSE LIMITATIONS, DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY, INDEMNIFICATION AND OWNERSHIP. YOU MAY TERMINATE THIS EULA AT ANY TIME BY PERMANENTLY DESTROYING ALL COPIES OF THE GAME AND RELATED DOCUMENTATION IN YOUR POSSESSION, INCLUDING WITHOUT LIMITATION ANY AND ALL GAME CLIENTS UNDER YOUR CUSTODY OR CONTROL.

3. OWNERSHIP. YOU AGREE THAT, BETWEEN YOU AND WB GAMES, WB GAMES OWNS AND SHALL CONTINUE TO OWN ALL RIGHTS, TITLE AND INTEREST IN AND TO THE GAME, ALL COPIES THEREOF, AND ALL CONTENT THEREIN. THE GAME IS PROTECTED BY THE COPYRIGHT LAWS OF THE UNITED STATES, INTERNATIONAL TREATIES AND OTHER LAWS. THE GAME MAY CONTAIN MATERIALS LICENSED BY THIRD PARTIES, AND THE LICENSORS OF THOSE MATERIALS ARE THIRD PARTY BENEFICIARIES OF THIS AGREEMENT WITH THE RIGHT TO ENFORCE THEIR RIGHTS AGAINST YOU IF YOU VIOLATE THIS AGREEMENT.

4. CONSENT TO MONITOR. WHEN THE GAME IS RUNNING, WB GAMES, ITS AFFILIATES OR ITS CONTRACTORS MAY MONITOR YOUR ENTERTAINMENT SYSTEM FOR USES THAT VIOLATE THE LIMITED LICENSE SECTION. YOU HEREBY GRANT WB GAMES, ITS AFFILIATES AND ITS CONTRACTORS PERMISSION TO MONITOR YOUR ENTERTAINMENT SYSTEM FOR PURPOSES OF IDENTIFYING SUCH USE AND COMMUNICATING POTENTIAL VIOLATIONS TO WB GAMES. WB GAMES, ITS AFFILIATES AND ITS CONTRACTORS ARE UNDER NO OBLIGATION TO MONITOR YOUR SYSTEM.

5. LIMITED WARRANTY FOR GAMES ON PHYSICAL MEDIA. WB GAMES WARRANTS TO THE BEST OF WB GAMES' ABILITY TO THE ORIGINAL CONSUMER PURCHASER OF THE GAME THAT THE PHYSICAL MEDIUM ON WHICH THE GAME IS RECORDED (IF ANY) SHALL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF NINETY (90) DAYS FROM THE ORIGINAL DATE OF PURCHASE. IF A DEFECT IN MATERIALS OR WORKMANSHIP OCCURS DURING THIS NINETY (90) DAY WARRANTY PERIOD, WB GAMES WILL EITHER REPAIR OR REPLACE, AT WB GAMES' OPTION, THE GAME FREE OF CHARGE. IN THE EVENT THAT THE GAME IS NO LONGER AVAILABLE, WB GAMES MAY, IN ITS SOLE

DISCRETION, REPLACE THE GAME WITH A PRODUCT OF COMPARABLE VALUE. THE ORIGINAL PURCHASER IS ENTITLED TO THIS WARRANTY ONLY IF THE DATE OF PURCHASE IS REGISTERED AT POINT OF SALE OR THE CONSUMER CAN DEMONSTRATE (TO WB GAMES' SATISFACTION) THAT THE GAME WAS PURCHASED WITHIN THE LAST NINETY (90) DAYS.

TO RECEIVE WARRANTY SERVICE:

NOTIFY THE WB GAMES CUSTOMER SERVICE DEPARTMENT OF THE PROBLEM REQUIRING WARRANTY SERVICE BY EMAILING [SUPPORT@WBGAMES.COM](mailto:SUPPORT@WBGAMES.COM). IF THE WB GAMES SERVICE TECHNICIAN IS UNABLE TO SOLVE THE PROBLEM ON THE WEB VIA EMAIL, HE/SHE MAY AUTHORIZE YOU TO RETURN THE GAME, AT YOUR RISK OF DAMAGE, FREIGHT AND INSURANCE PREPAID BY YOU, TOGETHER WITH YOUR DATED SALES SLIP OR SIMILAR PROOF OF PURCHASE WITHIN THE NINETY (90) DAY WARRANTY PERIOD TO:

WB GAMES CUSTOMER SUPPORT

C/O POLE TO WIN AMERICA

10626 YORK ROAD - SUITE E

COCKEYSVILLE, MD 21030

WB GAMES IS NOT RESPONSIBLE FOR UNAUTHORIZED RETURNS OF THE GAME AND RESERVES THE RIGHT TO SEND SUCH UNAUTHORIZED RETURNS BACK TO CUSTOMER.

THIS LIMITED WARRANTY SHALL NOT BE APPLICABLE AND SHALL BE VOID IF: (A) THE DEFECT IN THE GAME HAS ARISEN THROUGH ABUSE, UNREASONABLE USE, MISTREATMENT OR NEGLIGENCE; (B) THE GAME IS USED WITH PRODUCTS NOT SOLD OR LICENSED BY THE APPROPRIATE PLATFORM MANUFACTURER OR WB GAMES (INCLUDING BUT NOT LIMITED TO, NON-LICENSED GAME ENHANCEMENTS AND COPIER DEVICES, ADAPTERS AND POWER SUPPLIES); (C) THE GAME IS USED FOR COMMERCIAL PURPOSES (INCLUDING RENTAL); (D) THE GAME IS MODIFIED OR TAMPERED WITH; OR (E) THE GAME'S SERIAL NUMBER HAS BEEN ALTERED, DEFACED OR REMOVED.

6. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE GAME IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND AVAILABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS. SOME COUNTRIES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, CONDITIONS OR OTHER TERMS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM COUNTRY TO COUNTRY. IF ANY SUCH

WARRANTIES ARE INCAPABLE OF EXCLUSION, THEN SUCH WARRANTIES APPLICABLE TO THIS GAME SHALL BE LIMITED TO THE 90 DAY PERIOD DESCRIBED ABOVE.

7. LIMITATION OF LIABILITY. IN NO EVENT SHALL WB GAMES, ITS PARENT, SUBSIDIARIES, AFFILIATES, LICENSORS, OR CONTRACTORS BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND ARISING OUT OF OR RELATING TO THE GAME AND/OR THE GAME CLIENT OR ANY USE THEREOF, INCLUDING WITHOUT LIMITATION ANY LOSS OF DATA OR GOODWILL, DISRUPTION OF SERVICE OR CLAIMS OF THIRD PARTIES. IN NO EVENT SHALL WB GAMES, ITS PARENT, SUBSIDIARIES, AFFILIATES, LICENSORS, OR CONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, LIQUIDATED, OR OTHER CONSEQUENTIAL DAMAGES, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY, ARISING FROM YOUR USE OF THE GAME (INCLUDING WITHOUT LIMITATION THE GAME CLIENT). THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL WB GAMES' AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL FEES PAID BY YOU FOR THE GAME.

8. INDEMNIFICATION. YOU HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS WB GAMES, ITS PARENT, SUBSIDIARIES, AFFILIATES, LICENSORS, AND CONTRACTORS, 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 AND/OR THE GAME CLIENT.

9. CHANGES TO AGREEMENT AND GAME. WB GAMES MAY UPDATE THIS AGREEMENT AT ITS SOLE DISCRETION, AND YOU AGREE TO THE REVISED VERSION OF THE EULA BY CONTINUING TO PLAY THE GAME AFTER RECEIVING SUCH REVISED EULA. WB GAMES MAY CHANGE, MODIFY, SUSPEND, OR DISCONTINUE ANY ASPECT OF THE GAME AT ANY TIME. YOU HAVE NO INTEREST, MONETARY OR OTHERWISE, IN ANY FEATURE OR CONTENT CONTAINED IN THE GAME.

10. PATCHES AND UPDATES. WB GAMES MAY APPLY PATCHES, UPDATES AND MODIFICATIONS (COLLECTIVELY, "UPDATES") TO THE GAME AT ANY TIME, INCLUDING UPDATES TO THE GAME CLIENT INSTALLED ON YOUR SYSTEM. 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.

11. 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 ANY 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.

12. 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 TELEVISION, 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.

13. DISPUTE RESOLUTION.

A. INFORMAL RESOLUTION

IF A DISPUTE ARISES BETWEEN YOU AND US, YOU AGREE TO FIRST PROVIDE US WITH NOTICE OF YOUR COMPLAINT VIA EMAIL TO LEGAL@WB.COM SO THAT THE PARTIES MAY ATTEMPT TO RESOLVE THE DISPUTE INFORMALLY WITHIN SIXTY (60) DAYS FROM THE DATE YOUR COMPLAINT IS RECEIVED.

B. APPLICABLE LAW AND VENUE

EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS END USER LICENSE AGREEMENT WILL BE GOVERNED BY, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, AS THEY ARE APPLIED TO AGREEMENTS ENTERED INTO AND TO BE PERFORMED ENTIRELY WITHIN CALIFORNIA, EXCLUDING ONLY THE CALIFORNIA BODY OF LAWS CONCERNING CONFLICTS OF LAW. EXCEPT AS PROVIDED BELOW, YOU CONSENT TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN LOS ANGELES COUNTY, CALIFORNIA, INCLUDING FOR ANY ACTION SEEKING TO COMPEL ARBITRATION OR VACATE AN ARBITRAL AWARD, AND CONSENT TO THE PERSONAL JURISDICTION OF SUCH COURTS. YOU ALSO ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE STATE LAW IMPLEMENTATION OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (INCLUDING ANY AVAILABLE REMEDIES) WILL NOT APPLY TO THESE TERMS AND IS HEREBY DISCLAIMED.

C. ARBITRATION AGREEMENT

1. ARBITRATION

WITH THE EXCEPTION OF CLASS ACTIONS, SMALL CLAIMS COURT FILINGS, OR ACTIONS FOR PRELIMINARY INJUNCTIVE RELIEF (AS FURTHER DISCUSSED BELOW), ANY OTHER DISPUTE OF ANY KIND BETWEEN YOU AND WB GAMES ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH YOUR USE OF THE GAME ("DISPUTE(S)"), IF UNRESOLVED THROUGH THE INFORMAL PROCESS OUTLINED ABOVE, WILL BE RESOLVED BY BINDING ARBITRATION IN LOS ANGELES COUNTY, CALIFORNIA. IF YOU ARE AN INDIVIDUAL CONSUMER USING THE GAME PRIMARILY FOR PERSONAL REASONS SUCH AS TO VIEW ENTERTAINMENT CONTENT (AN "INDIVIDUAL CONSUMER"), AND YOU ARE LOCATED WITHIN THE UNITED STATES, YOU MAY ALTERNATIVELY SELECT YOUR STATE OF RESIDENCE AS THE PLACE OF ARBITRATION, BUT ALL OTHER ACTIONS REMAIN SUBJECT TO THE VENUE AND CHOICE OF LAW PROVISIONS IN THE GOVERNING LAW SECTION (B. APPLICABLE LAW AND VENUE).

THE ARBITRATOR PRESIDING OVER A DISPUTE WILL BE A RETIRED JUDGE OR JUSTICE OF ANY STATE OR FEDERAL COURT WITH SUBSTANTIAL EXPERIENCE IN THE SUBJECT MATTER RELEVANT TO THE

MATTER IN DISPUTE AND WILL FOLLOW CALIFORNIA LAW, EXCLUSIVE OF CONFLICT OR CHOICE OF LAW RULES, IN ADJUDICATING THE DISPUTE.

THE PARTIES ACKNOWLEDGE THAT THIS EULA EVIDENCES A TRANSACTION INVOLVING INTERSTATE COMMERCE. NOTWITHSTANDING THE PROVISION IN THE PRECEDING PARAGRAPH WITH RESPECT TO APPLICABLE SUBSTANTIVE LAW, ANY ARBITRATION CONDUCTED PURSUANT TO THE TERMS OF THIS AGREEMENT WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT.

THE PARTIES AGREE THAT THE ARBITRATOR PRESIDING OVER A DISPUTE WILL BE INSTRUCTED, WHENEVER PRACTICABLE, TO RESOLVE THRESHOLD LEGAL ISSUES BY WAY OF MOTIONS FILED BY THE PARTIES. THE PARTIES ALSO AGREE THAT THEY WILL FOLLOW JAMS' STREAMLINED ARBITRATION RULES AND PROCEDURES THEN IN EFFECT IN ARBITRATING ANY DISPUTE, EXCEPT TO THE EXTENT THAT THE JAMS RULES ARE INCONSISTENT WITH THIS GOVERNING LAW SECTION (C. ARBITRATION AGREEMENT) INCLUDING THE CLASS ACTION WAIVER DESCRIBED BELOW. THE JAMS RULES ARE AVAILABLE AT [WWW.JAMSADR.COM](http://WWW.JAMSADR.COM).

THE ARBITRATOR, AND NOT ANY FEDERAL, STATE, OR LOCAL COURT OR AGENCY, WILL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ALL DISPUTES ARISING OUT OF OR RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY, OR FORMATION OF THIS EULA, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM THAT ALL OR ANY PART OF THIS EULA IS VOID OR VOIDABLE, OR WHETHER A CLAIM IS SUBJECT TO ARBITRATION. THE ARBITRATOR WILL BE EMPOWERED TO GRANT WHATEVER RELIEF WOULD BE AVAILABLE IN A COURT UNDER LAW OR IN EQUITY, OTHER THAN CLASS RELIEF. THE ARBITRATOR'S AWARD WILL BE WRITTEN, AND BINDING, ON THE PARTIES AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. IF YOU ARE AN INDIVIDUAL CONSUMER, WB GAMES WILL PAY ALL ARBITRATION ADMINISTRATIVE FEES AND FEES FOR THE ARBITRATOR'S SERVICES, OTHER THAN THE \$250 FILING FEE REQUIRED FOR YOU TO INITIATE A CLAIM.

IF YOU ARE AN INDIVIDUAL CONSUMER AND THE CLAIM YOU WISH TO ASSERT AGAINST US IS FOR LESS THAN \$10,000 THEN, AT YOUR ELECTION, (I) THE ARBITRATION MAY PROCEED IN-PERSON, BY TELEPHONE, OR BY WRITTEN BRIEFS OR (II) YOU MAY IN LIEU OF ARBITRATION BRING YOUR CLAIM IN SMALL CLAIMS COURT. IF EITHER PARTY FILES A CLAIM IN STATE OR FEDERAL COURT THAT IS REQUIRED BY THIS EULA TO HAVE BEEN BROUGHT TO ARBITRATION, THEN THE OTHER PARTY WILL BE ENTITLED TO SUCH PARTY'S REASONABLE ATTORNEYS' FEES INCURRED IN SUCCESSFULLY COMPELLING ARBITRATION.

BOTH PARTIES RESERVE THE RIGHT TO SEEK A PRELIMINARY INJUNCTION OR TEMPORARY RESTRAINING ORDER FROM A FEDERAL OR STATE COURT LOCATED IN LOS ANGELES COUNTY, CALIFORNIA. HOWEVER, AFTER SUCH REQUEST FOR RELIEF HAS BEEN ADJUDICATED BY SUCH COURT, THE REMAINDER OF THE DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION AS SET FORTH HEREIN.

## 2. CLASS ACTION WAIVER

YOU AND WB GAMES AGREE THAT DISPUTES WILL BE RESOLVED ON AN INDIVIDUAL BASIS AND THAT ANY CLAIMS BROUGHT UNDER THIS EULA OR IN CONNECTION WITH THE GAME MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. THE PARTIES FURTHER AGREE THAT THEY WILL NOT PARTICIPATE IN ANY CLASS ACTION (EXISTING OR FUTURE) BROUGHT BY ANY THIRD PARTY ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH THE GAME. IF ANY COURT OR ARBITRATOR DETERMINES THAT THE CLASS ACTION WAIVER SET FORTH IN THIS

PARAGRAPH IS VOID OR UNENFORCEABLE FOR ANY REASON OR THAT AN ARBITRATION HEREUNDER CAN PROCEED ON A CLASS-WIDE BASIS, THEN SUCH CLASS ACTION IS NOT SUBJECT TO ARBITRATION AND MUST BE LITIGATED IN STATE OR FEDERAL COURT IN LOS ANGELES COUNTY, CALIFORNIA.

### 3. OPT-OUT

IF YOU ARE AN INDIVIDUAL CONSUMER, YOU MAY OPT-OUT OF THIS GOVERNING LAW SECTION (C. ARBITRATION AGREEMENT) WITHIN THIRTY (30) DAYS OF FIRST ACCEPTING THIS EULA BY FULLY AND ACCURATELY COMPLETING THE OPT OUT FORM FOUND HERE:

[HTTP://PAGES.WARNERBROS.COM/ARBITRATION-OPT-OUT-WB](http://pages.warnerbros.com/arbitration-opt-out-wb), INCLUDING PROVIDING: (I) YOUR FULL LEGAL NAME, (II) YOUR COMPLETE MAILING ADDRESS, (III) YOUR PHONE NUMBER, (IV) IF APPLICABLE, THE USERNAME ASSOCIATED WITH YOUR ACCOUNT; AND (V) THE DATE OF YOUR INITIAL USE OF THE GAME.

14. 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 CLIENT) 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. WB GAMES MAY ASSIGN THIS AGREEMENT OR ANY OF ITS RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT YOUR CONSENT AT ANY TIME. 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, ALONG WITH THE END USER LICENSE AGREEMENT IN THE MANUAL OF THE GAME (IF ANY) INCORPORATING ALL THE APPLICABLE DOCUMENTS REFERENCED HEREIN, REPRESENTS THE ENTIRE AGREEMENT BETWEEN YOU AND WB GAMES WITH RESPECT TO THE GAME CLIENT AND SUPERSEDES ALL PRIOR AGREEMENTS BETWEEN YOU AND WB GAMES PERTAINING TO THE GAME CLIENT. IN THE EVENT THIS AGREEMENT AND THE TERMS OF THE END USER LICENSE AGREEMENT IN THE MANUAL OF THE GAME CONFLICT, THE TERMS OF THIS AGREEMENT SHALL CONTROL. YOU AGREE THAT YOU WILL COMPLY WITH ALL APPLICABLE LAWS IN CONNECTION WITH THE GAME CLIENT 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.

15. THIRD PARTY SOFTWARE. THE GAME CONTAINS FONT SOFTWARE LICENSED FROM THIRD PARTIES. SUCH FONT SOFTWARE SHALL ONLY BE USED WITH THE GAME AND MAY NOT BE EXTRACTED FROM THE GAME FOR ANY PURPOSE.

16. CUSTOMER SUPPORT. IN THE UNLIKELY EVENT OF A PROBLEM WITH YOUR GAME, YOU MAY ONLY NEED SIMPLE INSTRUCTIONS TO CORRECT THE PROBLEM. PLEASE CONTACT WB GAMES CUSTOMER SERVICE DEPARTMENT BY EMAIL AT [SUPPORT@WBGAMES.COM](mailto:support@wbgames.com) BEFORE RETURNING THE GAME TO A RETAILER. PLEASE DO NOT SEND ANY GAME TO WB GAMES WITHOUT CONTACTING US FIRST.