

Tech Trial Agreement: Titanfall 2

1. Scope of Agreement

In order to participate in this Tech Trial Program for Titanfall 2, you must read and accept the terms of the agreement below. Please read the TECH TRIAL AGREEMENT closely.

THIS TECH TRIAL AGREEMENT (“AGREEMENT”) DESCRIBES THE TERMS BY WHICH ELECTRONIC ARTS OFFERS YOU ACCESS TO A PRE-RELEASE PRODUCT BEING DEVELOPED BY RESPAWN ENTERTAINMENT, LLC (“RESPAWN”), PUBLISHED BY ELECTRONIC ARTS, CURRENTLY KNOWN AS TITANFALL 2 (THE “GAME”), SOLELY AS PART OF THIS TECH TRIAL PROGRAM.

If you reside in the United States, Canada or Japan, this Agreement is between you and Electronic Arts Inc., 209 Redwood Shores Parkway, Redwood City, CA 94065, USA. If you reside in any other country, then this Agreement is between you and EA Swiss Sàrl, Place du Molard 8, 1204, Geneva, Switzerland; registered in the Geneva Companies Registry with Company Registered Number: CH-660-2328005-8 (for details of our VAT Registrations please [click here](#)). In this Agreement, the term “you” means you, the Tech Trial participant; and the terms “EA,” “we,” “us,” and “our” means either Electronic Arts Inc., or EA Swiss Sàrl, as applicable.

In addition, your participation in this Tech Trial Program and use of Tech Trial Materials, as defined below, are governed by EA’s [Terms of Service](#), and any other additional membership terms (“Game Membership Terms”) that are reviewed and accepted by you during the registration or installation process, as well as any updates thereto which EA may make from time to time.

BY PRESSING THE “I ACCEPT” BUTTON, YOU HEREBY ACKNOWLEDGE THAT YOU CHOOSE TO ACCEPT AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT EVERY TIME YOU ENTER OR RE-ENTER THE GAME. Under no condition should you install or use the Game unless you have first pressed the “I Accept” Button and agree to the terms of this Agreement. If you do not agree to the terms and conditions of this Agreement, do not install or use the Game. You acknowledge EA has provided you enough time to review and consider the terms and conditions of this Agreement before you accept.

2. Revised Terms

EA may revise this Agreement at any time by providing an email notice to you describing such revision. Revisions to terms affecting existing elements of the Tech Trial Program shall be effective thirty (30) days after we have sent you email notice. Terms for new elements of the Tech Trial Program are effective immediately after we have sent you an email notice. Once they become effective, the terms set forth in the email notices shall be incorporated into this Agreement. If you do not agree to the changes, you should stop using the Game and terminate your participation in the Tech Trial Program.

3. Tech Trial Program Participation Requirements

EA has established the Tech Trial Program to, among other things, allow a limited number of people to give feedback and comments to EA regarding the Game (including any versions thereof) before it is released to the general public, and to review, at EA's sole discretion, the features, capabilities and performance of any other software or materials as may be provided by EA as part of this Tech Trial Program (the "Tech Trial Software"). Collectively, the Game and Tech Trial Software are referred to as the "Tech Trial Materials" in this Agreement.

In order to participate in the Tech Trial Program, you must agree to the following provisions:

(A). You acknowledge that the Tech Trial Program shall run from the time you install, copy, download, access or otherwise use the Tech Trial Materials, and shall end upon the expiration of the Tech Trial Program, unless otherwise extended or terminated unilaterally by EA at EA's sole discretion. Furthermore, EA may, in its sole discretion for any reason and at any time during the Tech Trial Program terminate your participation therein without any form of compensation due to you whatsoever for this termination.

(B). You acknowledge that the Tech Trial Materials will run in a test environment and that accordingly, EA may, in its sole discretion, and without notice to you, (1) modify or eliminate game-play features, game-play modes, game-play achievements; (2) modify, reset, or erase your game-play progress, game-play achievements, characters, character data, and/or any other value or status indicators achieved through game play; and/or (3) modify the hours during which you have access to the Tech Trial Materials during the Tech Trial Program, at the next Tech Trial phase (if applicable), or upon expiration of the Tech Trial Program.

(D). You represent and warrant that you are eighteen (18) years of age or older, and are not a principal, employee, agent, independent contractor, officer or director of a developer or publisher of video or computer games (other than EA and/or Respawn). You further represent and warrant that you are not a principal, employee, supplier, independent contractor, officer or director of any entity that participates either directly or indirectly in the sale of in-game items, including but not limited to, items, attributes, abilities, etc., whether these sales are to the general public or to a third-party. **IF YOU ARE UNDER 18 YEARS OF AGE, YOU MAY NOT PARTICIPATE IN THE TECH TRIAL PROGRAM WITHOUT YOUR GUARDIAN'S CONSENT.**

(E). You acknowledge that by participating in the Tech Trial Program, and subject to the terms and conditions of this Agreement, EA is providing you the Tech Trial Materials (which constitutes the sole and sufficient consideration for this Agreement), and that EA has not made any other promises, whether express or implied, regarding any other form of consideration for your participation in the Tech Trial Program. You agree that no compensation will be owed to you for your participation in the Tech Trial Program. You represent and warrant that you are entering into this Agreement on a completely voluntary basis with no expectation of any form of compensation whatsoever other than what is expressly provided for in this Agreement.

(F). You agree that your participation in the Tech Trial Program does not constitute employment or an offer of employment between you and EA, that EA does not ask and/or require you to work

a certain number of hours, shifts, etc. as part of your participation in the program, and that your participation in the program is strictly voluntary and done solely for your personal enjoyment. Further EA expects you only to use your leisure time to participate in this program, and does not expect you to forego other activities, including gainful employment, during the time you spend participating in this voluntary program.

(G). You agree that EA is not providing you with any hardware to run EA's software or connect to EA's servers.

(H). You agree that while the role you will play in helping EA develop better software is helpful, it does not constitute a critical or vital role in the development of the Tech Trial Materials such as to entitle you to claims of ownership or rights to receive any other compensation of any kind for your participation.

4. License Grant

In the event that you receive the Tech Trial Materials from EA, you are granted the revocable, limited right to install the Tech Trial Materials onto a single machine for the sole purpose of evaluating the Tech Trial Materials as permitted under Section 7 below as part of the Tech Trial Program. You may not use, copy, modify, sell, lease, rent, distribute, transfer or disclose any part of the Tech Trial Materials except as provided in this Agreement. All other rights are reserved to EA.

5. License Restrictions

You shall not:

- a. Sublicense to, transfer, distribute or permit use of the Tech Trial Materials by, any third party;
- b. Reverse engineer, decompile, or disassemble the Tech Trial Materials;
- c. Export the Tech Trial Materials in violation of the export control laws of the United States of America and other countries.
- d. Share the Tech Trial Materials with any third party.

6. Persistent Internet Connection Required to Play

This Tech Trial Software can only be played online. Acceptance of EA's Terms of Service (<http://terms.ea.com>) and Privacy and Cookie Policy (<http://privacy.ea.com>) is required to access the Game. Only validly licensed software can be used to access online services and/or features, including downloadable content, and access to such features is limited to you.

7. Reviewing and Evaluating Software

You may be asked to perform one or more of the following tasks in connection with this Tech Trial Program: (a) to review, evaluate and analyze the Game and specific aspects of it as identified by EA to you; (b) to review, evaluate and analyze other Tech Trial Software (if applicable) and its operation, features, capabilities and performance; (c) to comply with the reasonable requests of EA from time to time regarding your review; and (d) to provide feedback, analysis, suggestions and comments to EA (including, but not limited to, bug reports and test results) as reasonably requested by EA, or as otherwise voluntarily provided by you (collectively, "Feedback"). You are committing to perform these requested tasks.

Further, as part of the Tech Trial Program, you may be asked to suggest changes, improvements, additions to the Tech Trial Materials as well as to provide analysis of the Tech Trial Materials and their features, and that any such material provided to EA in any form whatsoever, including but not limited to email, text messages on message boards and/or oral communications become the sole property of EA. The foregoing materials shall be deemed Feedback as such term is defined above. You are committing to providing this Feedback.

You are also committing to reporting all known bugs, abuse of bugs, "undocumented features" or other defects and problems related to the Game and Tech Trial Software to EA as soon as they are found ("Bugs").

ALL OF YOUR FEEDBACK SHALL BE THE SOLE AND EXCLUSIVE PROPERTY OF EA AND/OR ITS LICENSORS OR LICENSEES, AND YOU HEREBY ASSIGN ALL OF YOUR RIGHT, TITLE AND INTEREST IN THE FEEDBACK, AND ALL INTELLECTUAL PROPERTY RIGHTS RELATED THERETO TO EA. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU AGREE THAT EA AND/OR ITS LICENSORS OR LICENSEES SHALL HAVE THE PERPETUAL AND IRREVOCABLE RIGHT TO USE, MODIFY, AND OTHERWISE EXPLOIT ALL OR PART OF YOUR FEEDBACK OR ANY DERIVATIVE THEREOF IN ANY MANNER OR MEDIA NOW KNOWN OR HEREAFTER DEvised WITHOUT ANY REMUNERATION, COMPENSATION OR CREDIT TO YOU. You hereby waive any rights to the Feedback or any remuneration for the Feedback. EA shall have the right (but not the obligation), at its sole discretion, to credit you for the Feedback and you hereby grant EA a license to attribute such Feedback to you.

You acknowledge that feedback concerning users' experiences with the Tech Trial Materials effectuates the purpose of this Agreement and improves the Tech Trial Materials. Accordingly, you agree that, notwithstanding any selections you may have made previously to decline receipt of information or email communications from EA or its subsidiaries or affiliated companies, we may contact you by email or another means to solicit your feedback concerning your experiences with the Tech Trial Materials and about other transactional matters regarding this Tech Trial Agreement and your participation in the Tech Trial Program.

You hereby represent and warrant that you have the right to enter into this Agreement and assign and grant the rights set forth herein, and that any Feedback which is provided by you hereunder is original work made solely by you and does not infringe any third party intellectual property rights.

8. Processing, Transfer and Use of Data

EA knows that you care how information about you is collected, used and shared, and EA appreciates 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.

EA may require you to provide personal information, such as name, email address, gender, age ("**Personal Information**") and may collect them from you directly.

EA and its affiliates may collect and store non-personally identifiable data, such as technical and related information that identifies your operating systems as well as information about your Tech Trial Software usage (including but not limited to unsuccessful installation, feature usage and gameplay statistics) and hardware types. EA may use this information to improve our products and services and may share anonymous data with third parties. EA and its affiliates may also collect, use, store, process, transmit and publicly display anonymous statistical data regarding game play (including scores, rankings and achievements) or identify content that is created and shared by you with other players. Furthermore, you acknowledge and agree that your online communications with other users or with EA via public chats, conferences, bulletin boards, and any other public avenues of communication within the Game, Tech Trial Software and/or this Tech Trial Program are public and not private communications, and that you have no expectation of privacy concerning such use of the Game and/or Tech Trial Software (including, any character data or communication referenced in Section 14.3 below). You further acknowledge and agree that EA reserves the right to monitor any such content and communications.

To facilitate Technical Protection Measures (if any), the provision of software updates, any dynamically served content, anti-cheat measures, enforcement of EA's policies, product support and other services to you, including marketing, advertising and online play, you agree that EA and its affiliates may (1) install and/or run software on your computer or device; and (2) collect, use, store and transmit technical and related information that identifies your computer (including an Internet Protocol Address and hardware identification), account information, operating system and application software and peripheral hardware. 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 data with our third party service providers.

All data is collected, used, stored and transmitted in accordance with EA's Privacy & Cookie Policy located at <http://privacy.ea.com>. To the extent that anything in this section conflicts with the terms of EA's Privacy & Cookie Policy, the terms of the Privacy & Cookie Policy shall control.

9. Term of the Agreement

The Tech Trial Program, and the grant(s) of license(s) herein, may be terminated by EA at any time, for any reason or for no reason, in EA's sole and absolute discretion, by providing written or emailed notice to you. In addition, EA in its sole discretion may terminate your participation in the Tech Trial Program without prior notice to you if you fail to comply with this Agreement. You may also, at any time and for any reason or for no reason, terminate your participation in the Tech Trial Program by providing written or emailed notice to EA. The termination of your participation in the Tech Trial Program however, shall not modify or supersede the survival provision in Section 0 below. Upon termination of the Tech Trial Program or your participation in it for any reason as provided herein, all license rights granted hereunder shall terminate immediately.

10. Confidentiality

10.1 Confidential Information Defined

"Confidential Information" shall mean (a) any and all information relating to, contained in or relayed through the Tech Trial Materials and the Tech Trial Program, including, without limitation, information relating to (i) the performance, capabilities and contents of the Tech Trial Materials, (ii) your Feedback, (iii) any other Tech Trial Program participant's Feedback, (iv) any EA employee's feedback and comments, and (b) any and all information relating to the future or proposed Games, services or business operations of EA. Without limiting the generality of the foregoing, please review ADDENDUM A and B below for a list of examples of Confidential Information. The list in ADDENDUM A and B is not exhaustive and is provided for reference and example only.

10.2 Confidentiality Obligation

You shall keep the Confidential Information in confidence and shall not publish, disclose, distribute, transmit, post or otherwise make available, directly or indirectly, any Confidential Information to any third party except as otherwise expressly set forth herein. You shall use best efforts to safeguard and to prevent unauthorized use or disclosure of the Confidential Information, unless otherwise expressly authorized in writing as provided in Section 0 below. Your obligation to keep the Tech Trial Materials confidential will continue until EA publicly distributes, or has otherwise disclosed to the public through no fault of yours, each of the Game product(s) and the content that you are reviewing.

It is understood and agreed to that at the request of EA, you shall return to EA any and all copies of the Tech Trial Materials, in any format, delivered to you for review. The return of the Tech Trial Materials shall not affect your Confidentiality Obligation.

10.3 Permitted Disclosures

You may disclose the information that is specifically identified in Addendum A, if any, on online message boards, forums or other similar venues in accordance with the restrictions set forth in Addendum A and this Agreement. Said restrictions are to be applied no matter whether the venue is open to the general public or with access that is regulated and/or restricted. EA reserves

the right to amend Addendum A from time to time upon written notice to you. Notwithstanding anything contained herein to the contrary, you shall not make any false statements to anyone about EA, its licensors, this Tech Trial Program, other participants in the Tech Trial Program, or any EA products or services, including the Game and Tech Trial Software.

You may further disclose the Confidential Information in accordance with a judicial or governmental order; provided, however, that (a) you give EA prompt written notice of such order so EA has opportunity to seek a protective order or other appropriate remedy to such order, prior to disclosure and shall comply with any applicable protective order or equivalent, (b) you provide EA with all reasonable assistance in opposing such required disclosure or seeking a protective order or confidential treatment for all or part of such Confidential Information, and (c) you disclose only such portion of the Confidential Information as is either permitted by EA or required by the court, tribunal, governmental agency or other authority, subject to any protective order or confidential treatment obtained by EA.

11. Ownership

Except for the revocable, limited license(s) expressly granted hereunder, EA retains all right, title and interest in and to the Tech Trial Materials and all copies thereof, and all game character data in connection therewith. The Game and any other Tech Trial Materials provided hereunder are copyrighted and are protected by United States copyright laws and international treaty provisions. You acknowledge that EA and/or its licensors own all intellectual property rights in and to the Tech Trial Materials, including, without limitation, all patent rights, copyrights, inventions, trade secret rights, trade dress rights, trademark rights and intellectual property rights therein and thereto. You may not remove the copyright and other proprietary rights notices from the Tech Trial Materials. You agree that this Agreement shall be retained with all printed and electronic copies of the Tech Trial Materials and documentation constituting the Tech Trial Materials. You agree not to copy the Tech Trial Materials and to prevent any unauthorized copying of the Tech Trial Materials. Except for the revocable, limited license(s) as expressly provided herein, EA does not grant you any express or implied right in any patents, copyrights, trademarks, or trade secret information of EA, and/or its licensors. In accordance with Section 7, you agree that EA and/or its licensors or licensees own all right, title, and interest in any and all of your Feedback, without any remuneration, compensation or credit to you. To the extent that any of the rights assigned herein cannot presently be assigned under applicable law, you agree to assign such rights at such time as the rights are capable of being assigned. You agree at EA's request to execute such further documents and to do such further acts as may be necessary or desirable to document, perfect, register or enforce EA's and/or its licensor's ownership of any of the rights, title and/or interests hereunder, in whole or in part including, without limitation, execution of a copyright assignment in a form provided by EA in its sole discretion. If you fail or refuse to execute any such documents, you hereby appoint EA as your attorney-in-fact, which appointment is coupled with an interest and is irrevocable, to act on your behalf and to execute, deliver, record and file such documents.

The rights granted, assigned and/or to be assigned by you hereunder are granted for the entire universe and shall inure in perpetuity, and, as set forth above, no further consideration shall be payable to you at any time in connection therewith. You will acquire no right to use, and will

not use without EA's prior written consent, the names, characters, artwork, designs, tradenames, copyrighted materials, trademarks or service marks of EA or its parent, related or subsidiary companies, employees, directors, officers, shareholders, assigns, successors, licensors or licensees: (a) in any advertising, publicity, marketing, promotion or on any website; or (b) in any manner other than in accordance with this Agreement.

12. Relief

In the event that you violate any of the terms set forth in this Agreement or in the Tech Trial Program Code of Conduct as embodied in Addendum C, you hereby acknowledge that EA may immediately terminate your access to the Tech Trial Program and that you may be liable to EA and/or third parties for such violation.

Further, you acknowledge and agree that a breach or threatened breach of Sections 3-11 of this Agreement will cause irreparable injury, that money damages would be an inadequate remedy and that EA shall be entitled to ex parte injunctive relief without bond, to restrain you, from such breach or threatened breach. Nothing in this Section shall be construed as preventing EA from pursuing any and all remedies available to it, including the recovery of money damages from you.

13. Indemnification

You (a) agree to indemnify, defend and hold EA harmless from and against all claims, losses, liabilities, damages, expenses, and costs (including, without limitation, reasonable fees for attorneys and expert witnesses) which result from any breach or alleged breach of any of your covenants, representations, warranties or obligations herein, and (b) hereby release, EA and its direct and indirect parents, subsidiaries, affiliates and sister corporations, and their respective officers, directors, employees and agents, from and against any losses, liabilities, claims, obligations, costs and/or expenses (including reasonable legal fees) which result from, arise out of or in connection with the use of the Tech Trial Materials and/or your participation in the Tech Trial Program.

14. No Warranty; No Liability For Damages; No Support

14.1 No Warranty

YOU ACKNOWLEDGE THAT THE GAME AND ANY TECH TRIAL SOFTWARE PROVIDED HEREUNDER ARE PRE-RELEASE PRODUCTS. YOU ACKNOWLEDGE THAT THE GAME AND TECH TRIAL SOFTWARE MAY CONTAIN ERRORS AND DEFECTS AND ARE NOT FINAL PRODUCTS. THE GAME AND TECH TRIAL SOFTWARE ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. YOU FURTHER AGREE THAT EA HAS NO OBLIGATION TO MAKE THE GAME AND TECH TRIAL SOFTWARE AVAILABLE FOR PLAY WITHOUT CHARGE FOR ANY PERIOD OF TIME, NOR TO MAKE THEM AVAILABLE AT ALL.

14.2 No Liability for Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EA SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING WITH RESPECT TO THIS AGREEMENT, THE GAME, OR OTHER TECH TRIAL MATERIALS PROVIDED HEREUNDER, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL EA'S AGGREGATE LIABILITY TO YOU UNDER THIS AGREEMENT EXCEED FIFTY US DOLLARS (US\$50.00).

14.3 No Support

EA does not provide any technical support for the Game and Tech Trial Software. However, EA may provide an e-mail address and/or a private message board for you to send any questions and/or comments regarding the Tech Trial Materials. EA does not, however, make any representations or warranties as to the accuracy of any statements or advice provided in response to your e-mail(s) and/or board postings.

14.4 Test Environment.

You acknowledge that the Game and Tech Trial Software will run in a test environment, that game characters, character data, or any other value or status indicators that you achieve through game play as part of the Tech Trial Program may be erased or modified at EA's sole discretion at any time, and that such data shall likely not be exported into the Game once the Game is commercially released if not otherwise communicated by EA.

15. Miscellaneous

15.1 Survival

The provisions of Sections 1 through 14 shall continue in full force and effect even after (a) the Tech Trial Program has been terminated or completed and/or (b) your participation in the Tech Trial Program has been terminated.

15.2 Governing Law; Jurisdiction

The laws of the State of California, excluding its conflicts-of-law rules, govern this Agreement. You expressly agree that exclusive jurisdiction for any claim or dispute with EA or relating in any way to your participation in this Tech Trial Program or your use of Tech Trial Materials in the courts of Northern California and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Northern California in connection with any such dispute including any claim involving EA or its parent, affiliates, subsidiaries, employees, contractors, officers, directors, vendors and content providers.

15.3 Severability

If any provision of this Agreement shall be held invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

16. Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties, except for the Terms of Service and Membership Terms as defined in Section 1 above.

ADDENDUM A

1. The fact that there is an official Tech Trial Program for the Game.
2. The fact that you are a member of the official Tech Trial Program for the Game.

ADDENDUM B

1. Any contact/private information for EA personnel that is provided to you.
2. Any contact information (address, password, etc.) to any private areas for use in connection with the Tech Trial Program, including but not limited to, chat, email and message boards.
3. Any information/discussions/postings from the private boards or forum for the Tech Trial Program.
4. Any comments/information that would allow people who are not currently part of the Tech Trial Program to get access to the Tech Trial Program or Game through either legitimate or illegitimate means.
5. Post or distribute any screen captures, pictures, videos, podcasts, screenshots or any other representations, known or unknown, of any content in the Game or other Tech Trial Materials.
6. Any comments regarding the game based on your participation as a Tech Trial participant.
7. Any details regarding the stability of the Game or the Game servers.

8. Any comments or discussions on new features or other new functionalities in the Game or other Tech Trial Materials.
9. General comments about the Game's overall development.
10. Any comments on any aspect of the Game or other Tech Trial Materials not covered by Addendum A above.

ADDENDUM C TECH TRIAL PROGRAM CODE OF CONDUCT

You agree:

1. That you are privileged guests on this system and as guests, we expect you to exhibit common courtesy to all EA personnel as well as other members of the Tech Trial Program. EA ("we" or "us") will exhibit the same courtesy towards you.
2. You will be helping us shape the Game into a great product and we value your comments/insights/etc. However, that is not a license to be rude, nasty, demanding or generally unreasonable to us or other Tech Trial Participants. People may have differing opinions about the game, and we ask that you respect those opinions.
3. We need your feedback. We appreciate your time and commitment in providing us with your opinions – we need them to make the program work!
4. When posting messages about the game in our private message boards or when sending email, please try to be as professional as possible. Repeat the facts as accurately as you can and be constructive in both positive and negative feedback. Saying things like "This game sucks" is not as helpful as pointing out specific problems the developers can address. You will never be banned, punished, taken to task, etc. for speaking your mind in an open, honest and professional manner. Honest, well thought-out criticism is as valuable to us as are suggestions or praise.
5. Before posting messages publicly about the game outside the EA boards, please be sure you are adhering to the confidentiality terms of this Agreement and the instructions in Addendum A and Addendum B above. Provided that you are expressly permitted to disclose the information as provided in Addendum A, we do not mind if you say things that are critical about the game, but remember that we still have a long way to go. We do not expect you to be our cheerleaders, but neither do we expect you to trash the game just for the sake of trashing it.
6. If requested by EA personnel to help review an aspect of the game, please cooperate. The sooner we work things out, the sooner the game goes LIVE.

7. Vulgar expressions, coarse language, abusive behavior, verbal harassment, or other behavior not in keeping with the spirit of our games will not be tolerated either towards EA personnel or other Tech Trial participants. The use of such language, whether or not you consider it in-character, is not acceptable, whether you use it in casual and public speech, 'private links,' contacts or even in a character's name.
8. As a Tech Trial participant, we ask you to report all problems, errors or bugs in the game to EA as soon as they are found. Secretly abusing 'bugs', 'undocumented features' or other such things will not be tolerated, as these bugs can damage and delay the completion of this Tech Trial program.
9. You will not represent yourself as an officer or employee, sub-contractor or as otherwise connected with EA, EA's Licensors or the Game.
10. You acknowledge and agree that your communications with other users, Tech Trial participants or EA via chats, conferences, bulletin boards, and any other avenues of communication within the Game or as part of this Tech Trial Program are public and not private communications, and that you have no expectation of privacy concerning your use of this Game and participation in this Tech Trial Program. You acknowledge that personal information that you communicate within the Game or in connection with this Tech Trial Program may be seen and used by others and result in unsolicited communications, therefore we strongly encourage you not to disclose any personal information about yourself in your public communications within the Game or the Tech Trial Program. EA is not responsible for information that you choose to communicate to other users within the Game or the Tech Trial Program, or for the actions of other users.
11. In the event that a player has engaged in unacceptable behavior, EA will take appropriate steps to address the behavior. EA in its sole discretion, reserves the right to terminate the player's access to the Tech Trial Program and/or the Game immediately and without further notice.

ELECTRONIC ARTS TERMS OF SERVICE

LAST UPDATED: July 20, 2015

PLEASE NOTE: SECTION 20 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. IT AFFECTS YOUR RIGHTS ABOUT HOW TO RESOLVE ANY DISPUTE WITH EA. PLEASE READ IT.

These Terms of Service and all supplemental terms, as amended from time to time, govern your use of any online or mobile product or service to which you have access, any product or service that requires an Internet connection or EA Account to access, install or play as well as any EA Account you use to access online or mobile products or services ("EA Services") offered by Electronic Arts or any of its subsidiaries and affiliates (collectively, "EA") for PC, game system or mobile device.

If you reside in the United States, Canada or Japan, these terms are an agreement between you and Electronic Arts Inc., 209 Redwood Shores Parkway, Redwood City, CA 94065, USA. If you reside in any other country, then these terms are an agreement between you and EA Swiss Sàrl, a company registered in the Geneva Companies Registry with company registration number: CH-660-2328005-8 and with offices at 8 Place du Molard, 1204 Geneva, Switzerland. If additional terms and/or agreements apply to the EA Service(s) used by you, those additional terms and/or agreements govern your use of EA Services as well.

These Terms of Service, as well as EA's Privacy and Cookie Policy available at privacy.ea.com (incorporated herein by reference) form legally binding contracts between you and EA. By using EA Services, you affirm that you are at least 18 years of age (or have reached the age of majority if that is not 18 years of age where you live) or that you have reviewed this Agreement with your parent or guardian and he or she assents to these Terms of Service on your behalf and takes full responsibility for your compliance with them. You agree that you and/or your parent or guardian are fully able and competent to enter into the terms, conditions, obligations, representations and responsibilities set forth in these Terms of Service, and to abide and comply with these Terms of Service.

You agree to check terms.ea.com periodically for new information and terms that govern your use of EA Services. EA may modify the Terms of Service at any time. Revisions to terms affecting existing EA Services shall be effective thirty (30) days after posting at terms.ea.com. Terms for new EA Services are effective immediately upon posting at terms.ea.com. EA will not

enforce material changes to this Agreement against account holders absent express agreement to the changed terms.

Table of Contents

1. EA Account
2. Content
3. Entitlements
4. Use of Content and Entitlements/General License Restrictions
5. Content and Entitlement Availability
6. Contributing Third Party Content to EA Services
7. UGC License Grant to EA and Others
8. EA Virtual Currency
9. Termination of EA Services
10. Cancellation of your Account
11. Rules of Conduct
12. Services Not Controlled By EA
13. Software, Utilities and Tools
14. Export Control Laws
15. Updates to EA Services
16. Limitations on Warranty and Liability
17. Indemnification
18. Links to Third-Party Sites
19. General Terms
20. Dispute Resolution By Binding Arbitration

21. Entire Agreement

22. Notice to California Residents

23. Supplemental Terms

1. EA Account

An EA Account, formerly known as an Origin Account ("Account"), may be required to access and use some EA Services. If you have questions about Account registration, please contact us by visiting help.ea.com, support.popcap.com (for PopCap products) or swtor.com/support (for Star Wars™: The Old Republic).

To create an Account, you must have an email address, and provide truthful and accurate information. You must be eligible to use the EA Service for which you are registering. In addition, some EA Services may require creation of a "user name" or a "persona" to represent you in game and online. User names and personas are tied to your Account. You may not use a user name or persona that is used by someone else, is vulgar or offensive, or otherwise violates the Terms of Service.

You are solely responsible for all activity on your Account. Your Account may be terminated if someone else uses it to engage in activity that violates the Terms of Service or is otherwise improper or illegal. You should not reveal your Account password to others. EA will not ask you to reveal your password, or initiate contact with you asking for answers to your password security questions.

2. Content

"Content" on EA Services includes software, technology, text, forum posts, chat posts, profiles, widgets, messages, links, emails, music, sound, graphics, pictures, video, code, and all audio visual or other material appearing on or emanating to and/or from EA Services, as well as the design and appearance of our websites. Content includes user-generated Content ("UGC").

UGC includes but is not limited to Account personas, forum posts, profile content and any other Content contributed by users to EA Services. EA Content and UGC collectively shall be referred to as "Content." All Content--with the exception of UGC discussed below in Section 6 and 7--is owned by EA or its affiliates, subsidiaries, licensors or suppliers. You bear the entire risk of the completeness, accuracy and/or usefulness of UGC found on EA Services.

3. Entitlements

"Entitlements" are licensed rights granted, awarded, provided and/or purchased by you to access and/or use online or off-line elements or features of EA Services and/or products. Entitlements include but are not limited to paid and free downloadable content; unlockable content; digital content, including additional or enhanced functionality, content subscriptions; virtual assets; rights of use tied to unlock keys or codes, serial codes and/or online authentication of any kind; in-game achievements; virtual points, coins, or currencies (each individually or collectively defined as "EA Virtual Currency").

4. Use of Content and Entitlements/General License Restrictions

EA grants you a personal, limited, non-exclusive license to use Content and Entitlements to which you have access for your personal, private, non-commercial, non-transferable, limited uses solely as set forth herein and as set forth in any additional Terms applicable to the EA Services accessed by you. Content and Entitlements and all other intellectual property rights in or on EA Services as well as the products and services offered through EA Services, are owned by EA or EA's third party licensors and are protected by United States and International copyright, trade dress, patent, and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights. You may not copy, access, or download any Content and/or Entitlements from an EA Service unless you are expressly authorized to do so. In addition, unless expressly authorized by EA, you may not distribute, publicly perform or display, lease, sell, transmit, transfer, publish, edit, copy, create derivative works from, rent, sub-license, decompile, disassemble, reverse engineer or otherwise make unauthorized use of Content or Entitlements. Any commercial use is prohibited. You agree not to remove, obscure, or alter copyright, patent, trademark, or other proprietary rights notices affixed to Content. Your rights are subject to your compliance with these Terms of Service as well as any other applicable Terms.

EA reserves all right, title and interest in any Content, Entitlements, EA Services and all associated copyrights, trademarks, and other intellectual property rights therein that are not expressly granted to you in these Terms of Service. Your permitted use of Content and Entitlements described above is limited by the intellectual property rights of EA and does not include any rights to other patents or intellectual property. Making unauthorized copies or distribution of Content and/or Entitlements found on EA Services may result in the termination of your Account(s), prohibition on use of EA Services, and further legal action as set out in Section 9 below. Content and/or Entitlement owners may take legal action against you for unauthorized use of intellectual property.

5. EA Services, Content and Entitlement Availability

Entitlements may only be held in Accounts belonging to legal residents of countries where access to and use of Content and Entitlements is permitted. Entitlements may be purchased or acquired only from EA or an authorized retailer. EA reserves the right to refuse your request(s) to acquire Entitlements, and EA reserves the right to limit or block any request to acquire Entitlements for any reason.

We do not guarantee that any EA Services, Content or Entitlement will be available at all times, in all countries and/or geographic locations, or at any given time or that we will continue to offer particular Content or Entitlements for any particular length of time. We reserve the right to change and update Content and Entitlements without notice to you. Once you have redeemed your Entitlements, that content is not returnable, exchangeable, or refundable for other Entitlements or for cash, or other goods or services, subject to any rights of return you may have under Section 16 or under any applicable consumer law in your territory.

6. Contributing UGC to EA Services

EA does not pre-screen all UGC and does not endorse or approve any UGC that you and other users may contribute to EA Services. You are solely responsible for your UGC and may be held liable for UGC that you post.

EA respects the intellectual property rights of others. You must have the legal right to upload UGC to EA Services. You may not upload or post any UGC on EA Services that infringes the copyright, trademark or other intellectual property rights of a third party nor may you upload UGC that violates the law, this Terms of Service and/or any third party's right of privacy or right of publicity. You may upload only UGC that you are permitted to upload by the owner or by law. EA may, without prior notice to you and in its sole judgment, remove UGC that may infringe the intellectual property or other rights of a third party. If you are a repeat infringer of EA's or a third party's intellectual property or other rights, EA may terminate your Account without notice to you. If your Account(s) is/are terminated under this paragraph, you are not entitled to a refund for any fees you have paid, and you will lose access to Entitlements associated with your Account.

EA reserves the right (but has no obligation except as required by law) to remove, block, edit, move or disable UGC for any reason, including when EA determines that UGC violates these terms. The decision to remove UGC or other Content at any time is in EA's sole and final discretion. To the maximum extent permitted by applicable law, EA does not assume any responsibility or liability for UGC or for removal of, UGC or any failure to or delay in removing, UGC or other Content.

7. UGC License Grant to EA and Others

When you contribute UGC to an EA Service, you expressly grant to EA and its licensors a non-exclusive, perpetual, worldwide, complete, sub-licensable and irrevocable right to quote, re-post, publish, use, adapt, translate, archive, store, reproduce, modify, create derivative works from, syndicate, license, print, sublicense, distribute, transmit, broadcast, and otherwise communicate, and publicly display and perform the UGC, or any portion thereof, in any manner or form and in any medium or forum, whether now known or hereafter devised, without notice, payment or attribution of any kind to you or any third party. You grant EA and its licensors all licenses, consents and clearances to enable EA and its licensors to use such UGC for such purposes. You waive and agree not to assert any moral or similar rights you may have in such UGC.

If the EA Service on which you contribute UGC permits other users to access and use that UGC as part of the EA Service, then you also grant all other users of the relevant EA Service the right to use, copy, modify, display, perform, create derivative works from, and otherwise

communicate and distribute your UGC on or through the relevant EA Service without further notice, attribution or compensation to you.

8. EA Virtual Currency

Certain EA Services may make virtual points, coins, or currencies (“EA Virtual Currency”) available in-game. By purchasing, earning, or otherwise receiving EA Virtual Currency from EA or EA’s approved partners or affiliates, you obtain a personal, limited, non-assignable, revocable license to access and select from the content that EA expressly makes available within the applicable EA Service.

EA Virtual Currency has no monetary value and does not constitute currency or property of any type. EA Virtual Currency cannot be sold, traded, transferred, or exchanged for cash; it may only be redeemed for EA In-Game Content. EA Virtual Currency is non-refundable unless expressly authorized by EA in writing or otherwise required by law.

9. Termination of EA Services

EA may terminate access to EA Services, or parts of such EA Services, at any time by giving you notice of such termination within the time period specified when you joined the particular EA Service, or if no time period for notice of termination was specified, then within thirty (30) days of the date such notice is either (at EA’s discretion) provided to you via email or is posted on the applicable product or EA Service or on <http://www.ea.com/2/service-updates>.

EA may also terminate access to EA Services for violation of this Terms of Service, if EA (in its sole discretion) deems that your use of EA Services renders EA Services less safe for others and/or minors or for illegal or improper use of EA Services, Content, Entitlement, products, or EA’s Intellectual Property as determined by EA in its sole discretion. You may lose your user name and persona as a result of termination. If you have more than one (1) Account, EA may terminate all of your Accounts and all related Entitlements. In response to a violation of these Terms of Service or any other agreement applicable to EA Services accessed by you, EA may issue you a warning, suspend your Account, selectively remove, revoke or garnish Entitlements at an Account and/or device level, immediately terminate any and all Accounts that you have

established and/or temporarily or permanently ban your device and/or machine from accessing all EA Services or certain EA Services. You acknowledge that in such an instance EA is not required to provide you notice before taking action to suspend or terminate your Account, temporarily or permanently banning your device from some or all EA Services or selectively removing, revoking or garnishing Entitlements associated with your Account. If EA terminates your Account, you may not participate in an EA Service again without EA's express permission. EA reserves the right to refuse to keep Accounts for, and provide EA Services to, any individual. You may not allow individuals whose Accounts have been terminated by EA to use your Account.

Please note, EA considers notification of a chargeback to a payment made from an Account as strong evidence of fraud occurring on your Account. For your safety, EA may temporarily or permanently terminate your Account and/or selectively remove, revoke or garnish the EA Services associated with your Account upon notification of a chargeback.

If your Account, or a particular subscription for an EA Service associated with your Account, is terminated, suspended and/or if any Entitlements are selectively removed, revoked or garnished from your Account and/or if your device is temporarily or permanently banned from accessing some or all EA Services, no refund will be granted (in all other circumstances, see Section 16 for your refund rights), no Entitlements will be credited to you or converted to cash or other forms of reimbursement, and you will have no further access to your Account or Entitlements associated with your Account or the particular EA Service. If you believe that any action has been taken against your Account or device in error, please contact Customer Support at help.ea.com, support.popcap.com (for PopCap products) or swtor.com/support (for Star Wars™: The Old Republic).

10. Cancellation of your Account

You have the right to cancel your Account or a particular subscription to an EA Service at any time. If you do not agree to the terms in this Terms of Service, your sole remedy is to not use EA Services and to cancel your Account or applicable subscriptions. You understand and agree that the cancellation of your Account or a particular subscription is your sole right and remedy with respect to any dispute with EA, including any dispute related to, or arising out of: (1) any term of this Terms of Service or EA's enforcement or application of this Terms of Service; (2) the Content and Entitlements available through EA Services or any change in Content or

Entitlements provided through EA Services; (3) your ability to access and/or use EA Services and/or any Content or Entitlements thereon; or (4) the amount or type of fees, surcharges, applicable taxes, billing methods, or any change to the fees, applicable taxes, surcharges or billing methods for EA Services and/or any Content or Entitlements thereon.

Contact EA's Customer Service Department at help.ea.com, support.popcap.com (for PopCap products) or swtor.com/support (for Star Wars™: The Old Republic) to cancel your Account. EA reserves the right to collect fees, surcharges or costs incurred before you cancel your Account or a subscription to an EA Service. You are also responsible for any amounts owed to third-party vendors or content providers before your cancellation. Any delinquent or unpaid fees and other unresolved issues with EA Services must be settled before you establish a new Account.

11. Rules of Conduct

You may violate the Terms of Service if, as determined by EA in its sole discretion, you:

- Post, transmit, promote, or distribute Content that is illegal.
- Harass, threaten, embarrass, spam or do anything else to another player that is unwanted, such as repeatedly sending unwanted messages or making personal attacks or statements about race, sexual orientation, religion, heritage, etc.
- Organize, effectuate or participate in any activity, group, guild that is harmful, abusive, hateful, racially, ethnically, religiously or otherwise offensive, obscene, threatening, bullying, vulgar, sexually explicit, defamatory, infringing, invasive of personal privacy or publicity rights, encourages conduct that would violate a law or in a reasonable person's view, objectionable and/or inappropriate. Hate speech is not tolerated.
- Use abusive, offensive, or defamatory screen names and/or personas.
- Engage in disruptive behavior in chat areas, game areas, forums, or any other area or aspect of EA Services. Disruptive behavior includes but is not limited to conduct which interferes with the normal flow of gameplay or dialogue within an EA Service. Disruptive behavior shall also include, but not be limited to, commercial postings, solicitations and advertisements.

- Disrupt the flow of chat in chat rooms with vulgar language, abusiveness, hitting the return key repeatedly or inputting large images so the screen goes by too fast to read, use of excessive shouting [all caps] in an attempt to disturb other users, "spamming" or flooding [posting repetitive text].
- Impersonate another person (including celebrities), indicate falsely that you are an EA employee or a representative of EA, or attempt to mislead users by indicating that you represent EA or any of EA's partners or affiliates.
- Attempt to get a password, account information, or other private information from anyone else on EA Services.
- Upload any software or Content that you do not own or have permission to freely distribute.
- Violate any additional Rules of Conduct applicable to a specific EA Service that you are using.
- Promote, encourage or take part in any activity involving hacking, cracking, phishing, taking advantage of exploits or cheats and/or distribution of counterfeit software and/or virtual currency/items.
- Upload files that contain a virus, worm, spyware, time bombs, corrupted data or other computer programs that may damage, interfere with or disrupt EA Services.
- Post messages for any purpose other than personal communication, including advertising or promotional messaging, chain letters, pyramid schemes, or other commercial activities.
- Improperly use in-game support or complaint buttons or make false reports to EA staff.
- Use or distribute unauthorized "auto" software programs, "macro" software programs or other "cheat utility" software program or applications.
- Use any game hacking/altering/cheating software or tools.
- Modify or attempt to modify any file or any other part of the EA Service that EA does not specifically authorize you to modify.
- Post or communicate any person's real-world personal information using an EA Service.
- Attempt to interfere with, hack into or decipher any transmissions to or from the servers for an EA Service.
- Use and communicate exploits and/or cheats.
- Attempt to use EA Software on or through any service that is not controlled or authorized by Electronic Arts. Any such use is at your own risk and may subject you to additional or different

terms. EA takes no responsibility for your use of EA Software on or through any service that is not controlled by Electronic Arts.

- Interfere with the ability of others to enjoy playing an EA Service or take actions that interfere with or materially increase the cost to provide an EA Service for the enjoyment of all its users.
- Unless expressly authorized by EA, you may not sell, buy, trade or otherwise transfer your Account or any personal access to EA Services, Content or Entitlements, including by use of auction websites.
- You may not conduct any activities that violate the laws of any jurisdiction including but not limited to copyright infringement, trademark infringement, defamation, invasion of privacy, identity theft, hacking, stalking, fraud and the distribution of counterfeit software.
- Post or transmit unsolicited advertising, promotional materials or other forms of solicitation in-game or in the forums.
- Abuse or exploit bugs, undocumented features, design errors or problems in the game.
- "Role-playing" is not an excuse for violating this or any other policy.

Specific EA Services may also post additional rules that apply to your conduct on those services.

You must also obey all federal, state, and local laws, regulations and rules that apply to your activities when you use EA Services. EA reserves the right to terminate your Account and to prevent your use of any and all EA Services if your Account is used to engage in illegal activity or to violate this Terms of Service.

Unless otherwise specified, there is no requirement or expectation that EA will monitor or record any online activity on EA Services, including communications. However, EA reserves the right to access and/or record any online activity on EA Services and you give EA your express consent to access and record your activities. EA reserves the right to remove any content from any EA Service at EA's sole discretion. EA has no liability for your or any third party's violation of this Agreement.

If you encounter another user who is violating any of the Rules of Conduct, please report this activity to EA using the "Help" or "Report Abuse" functions in the relevant EA Service, if

available, or contact Customer Support at help.ea.com, support.popcap.com (for PopCap products) or swtor.com/support (for Star Wars™: The Old Republic).

12. Services Not Controlled By EA

Some products may give you the option of using EA Software on or through a service that is not controlled by EA. For example, you may be given the option to play EA Software online on servers not owned or controlled by EA. EA takes no responsibility for your use of EA Software on or through any such service and otherwise has no control over how those services are offered, administered or operated. Any such use of non-EA controlled services is at your own risk and may subject you to additional or different terms and restrictions by the third party running the service.

13. Software, Utilities and Tools

EA Services may require or allow you to download software, software updates or patches, or other utilities and tools from EA or its licensors onto your computer, entertainment system or device ("EA Software"). EA grants to you a non-exclusive, limited license to use EA Software solely for the purpose stated by EA at the time the EA Software is made available to you. If an End User License Agreement or End User Access And License Agreement is provided with the EA Software, your use of the EA Software is subject to the terms of that license agreement. You may not sub-license, or charge others to use or access EA Software. You may not translate, reverse-engineer, reverse-compile or decompile, disassemble or make derivative works from EA Software. You may not modify EA Software or use it in any way not expressly authorized in writing by EA. You understand that EA's introduction of various technologies may not be consistent across all platforms and that the performance of EA Software and related EA Services may vary depending on your computer and other equipment.

From time to time, Electronic Arts may provide you with updates or modifications to EA Software. You understand that certain updates and modifications may be required in order to continue use the EA Software and EA Services.

14. Export Control Laws

EA Software may be subject to United States export controls, and export controls of other jurisdictions. By downloading EA Software from EA, you warrant that you are not located in any country, or exporting EA Software to any person or place, to which the United States, the European Union, or any other jurisdiction has embargoed goods.

You agree to abide by U.S. and other applicable export control laws and not to transfer, by electronic transmission or otherwise, any Content or EA Software subject to restrictions under such laws to a national destination prohibited by such laws, without first obtaining, and then complying with, any requisite government authorization. You further agree not to upload to EA Services any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software. The assurances and commitments in this Section shall survive termination of this Agreement.

15. Updates to EA Services

IMPORTANT: EA MAY FIND IT NECESSARY TO UPDATE, OR RESET CERTAIN PARAMETERS TO BALANCE GAME PLAY AND USAGE OF EA SERVICES. THESE UPDATES OR "RESETS" MAY CAUSE YOU SETBACKS WITHIN THE RELEVANT GAME WORLD AND MAY AFFECT CHARACTERS, GAMES, GROUPS OR OTHER ENTITLEMENTS UNDER YOUR CONTROL. EA RESERVES THE RIGHT TO MAKE THESE UPDATES AND IS NOT LIABLE TO YOU FOR THESE CHANGES.

16. Limitations on Warranty and Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT THE USE OF EA SERVICES, EA SOFTWARE, CONTENT, ENTITLEMENTS AND THE INTERNET IS AT YOUR SOLE RISK. EA SERVICES, EA SOFTWARE, EA PRODUCTS, CONTENT, ENTITLEMENTS AND THIRD-PARTY SERVICES AND PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES OR OTHER STATUTORY CONSUMER RIGHTS ARE LEGALLY INCAPABLE OF EXCLUSION OR LIMITATION. SEE HERE FOR MORE INFORMATION ON STATUTORY WARRANTY AND OTHER STATUTORY

CONSUMER RIGHTS APPLICABLE IN YOUR TERRITORY. FOR INFORMATION ABOUT CONSUMER RIGHTS AVAILABLE TO AUSTRALIAN CONSUMERS, GO TO <http://help.ea.com/au/article/origin-au-returns-and-cancellations/>. SUBJECT TO ANY SUCH STATUTORY CONSUMER RIGHTS APPLICABLE IN YOUR TERRITORY, NO WARRANTY IS GIVEN ABOUT THE QUALITY, FUNCTIONALITY, AVAILABILITY OR PERFORMANCE OF EA SOFTWARE OR EA SERVICES. EA DOES NOT ASSUME LIABILITY FOR INABILITY TO OBTAIN OR USE ANY CONTENT, ENTITLEMENTS, GOODS OR SERVICES. EA PROVIDES EA SERVICES ON A COMMERCIALY REASONABLE BASIS AND DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE EA SERVICES AT TIMES OR LOCATIONS OF YOUR CHOOSING, OR THAT EA WILL HAVE ADEQUATE CAPACITY FOR EA SERVICES AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHIC AREA.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH EA OR ITS LICENSORS ARISING OUT OF OR RELATING TO EA SERVICES AND/OR EA PRODUCTS IS TO STOP USING EA SERVICES, AND TO CANCEL YOUR ACCOUNT. YOU ACKNOWLEDGE AND AGREE THAT EA, ITS LICENSORS, LICENSEES AND AFFILIATES ARE NOT LIABLE FOR ANY ACT OR FAILURE TO ACT BY THEM OR ANY OTHER PERSON REGARDING CONDUCT, COMMUNICATION OR CONTENT ON EA SERVICES OR USE OF EA SOFTWARE. IN NO CASE SHALL EA'S OR ITS LICENSORS', LICENSEES', AFFILIATES', EMPLOYEES', OFFICERS', OR DIRECTORS' (COLLECTIVELY, "EA AFFILIATES") LIABILITY TO YOU EXCEED THE AMOUNT THAT YOU PAID TO EA FOR EA SERVICES. IN NO CASE SHALL EA, ITS LICENSORS OR EA AFFILIATES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF EA SERVICES, EA SOFTWARE, THE INTERNET OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF EA SERVICES OR ACCOUNTS. WHILE EA USES COMMERCIALY REASONABLE MEANS TO PROTECT YOUR PERSONAL INFORMATION, EA AND ITS LICENSORS ASSUME NO LIABILITY FOR LOSS OF DATA, DAMAGE CAUSED TO YOUR SOFTWARE OR HARDWARE, AND ANY OTHER LOSS OR DAMAGE SUFFERED BY YOU OR ANY THIRD PARTY, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL AND HOWEVER ARISING, AS A RESULT OF ACCESSING OR USING ANY EA SERVICE, CONTENT, EA SOFTWARE TO YOUR COMPUTER AND/OR DEVICE.

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES,

IN SUCH STATES OR JURISDICTIONS, EA'S, EA'S LICENSORS' AND EA AFFILIATES' LIABILITY SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW. SUBJECT TO ANY STATUTORY CONSUMER RIGHTS APPLICABLE IN YOUR TERRITORY, EA DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY THIRD PARTY PRODUCT OR SERVICE OFFERED THROUGH EA AND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. SEE HERE FOR MORE INFORMATION ON STATUTORY WARRANTY AND OTHER STATUTORY CONSUMER RIGHTS APPLICABLE IN YOUR TERRITORY. FOR INFORMATION ABOUT CONSUMER RIGHTS AVAILABLE TO AUSTRALIAN CONSUMERS, GO TO <http://help.ea.com/au/article/origin-au-returns-and-cancellations/>.

17. Indemnification

Upon EA's and/or its licensors' request, you agree to defend, indemnify and hold harmless EA, its licensors and EA Affiliates, contractors, vendors, and content providers from all liabilities, claims and expenses, including attorneys' fees, that arise from or relate to a breach of these Terms of Service for which you are responsible or in connection with your distribution of any Content on or through EA Services. Without limiting the generality of the foregoing, you agree to indemnify and hold EA and its licensors harmless for any improper or illegal use of your Account, including the illegal or improper use of your Account by someone to whom you have given permission to use your Account. You agree that you will be personally responsible for your use of EA Services and for all of your communication and activity on EA Services, including any Content you contribute, and that you will indemnify and hold harmless EA, EA's licensors and EA Affiliates from any liability or damages arising from your conduct on EA Services, including any Content that you contribute.

EA and its licensors reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In that event, you shall have no further obligation to provide indemnification to EA and/or its licensors in that matter. This Section shall survive termination of this Terms of Service.

18. Links to Third-Party Sites

EA Services may include hyperlinks to web sites operated by third parties including advertisers and other content providers. Those sites may collect data or solicit personal information from you. EA does not control such web sites, and is not responsible for their content, privacy policies, or for the collection, use or disclosure of any information those sites may collect.

19. General Terms

A. Remedies. You agree that this Terms of Service is not intended to confer and does not confer any rights or remedies upon any person other than the parties to this Terms of Service. You also understand and agree that this Terms of Service, the EA Privacy and Cookie Policy and all Terms incorporated into this Terms of Service, including EA's enforcement of those policies, are not intended to confer, and do not confer, any rights or remedies upon any person.

B. Severability. If any part of this Terms of Service is held invalid or unenforceable, that portion shall be interpreted in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of EA, and the remaining portions shall remain in full force and effect.

C. Waiver. The failure of EA to exercise or enforce any right or provision of this Terms of Service will not constitute waiver of such right or provision. Any waiver of any provision of this Terms of Service will be effective only if in a writing signed by EA.

D. Governing Law. If you reside in a Member State of the European Union: (i) the laws of England, excluding its conflicts-of-law rules, govern this Terms of Service and your Account(s); and (ii) you expressly agree that exclusive jurisdiction for any claim or dispute with EA or relating in any way to your Account(s) or your use of EA Services resides in the Courts of England and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of England in connection with any such dispute including any claim involving EA or its affiliates, employees, contractors, officers, directors, vendors and content providers. If you reside in the Republic of Korea: (i) the laws of the Republic of Korea, excluding its conflict of law rules, govern the Terms of Sale; and (ii) you expressly agree that exclusive jurisdiction for any claim or action arising out of or relating Terms of Sale shall be the Courts of the Republic of Korea, and you expressly consent to the exercise of personal jurisdiction of such courts. If you reside elsewhere: (i) the laws of the State of California, excluding its conflicts-of-law rules, govern this Terms of Service and your Account(s); and (ii) to the extent applicable pursuant to

Section 20, below, you expressly agree that exclusive jurisdiction for any claim or dispute with EA, arising out of or relating in any way to your Account(s) or your use of EA Services resides in the federal and state courts within the jurisdiction of the United States District Court for the Northern District of California, and you further agree and expressly consent (to the extent applicable pursuant to Section 20, below), to the exercise of personal jurisdiction in such courts in connection with any such dispute not precluded by Section 20 below including any claim involving EA or EA Affiliates, subsidiaries, contractors, vendors and content providers. As noted above, your conduct may also be subject to other local, state, national, and international laws.

20. 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 20.e, 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.

Most customer concerns can be resolved quickly and to your satisfaction by logging into our customer support interface with your EA Account at help.ea.com, support.popcap.com (for PopCap products) or swtor.com/support (for Star Wars™: The Old Republic). 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 Quebec, Russia, Switzerland, the Member States of the European Union, and the Republic of Korea. By accepting these terms, 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. The arbitrator, and not any local, state or federal court, has the exclusive authority to resolve any and all disputes arising between us, including any dispute relating to the interpretation, scope, enforceability, or formation of this agreement to arbitrate, including but not limited to any claim that all or any part of this agreement to arbitrate is unenforceable. This Section covers any and all disputes between us ("Disputes"), including without limitation:

- 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;
- claims that arose before this Agreement or any prior agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

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

- 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;
- a claim related to, or arising from, allegations of theft, piracy, or unauthorized use of intellectual property;
- if you reside in Australia: a claim to enforce any statutory consumer rights to which you are entitled under the Australian Consumer Law; and
- in addition, nothing in this Section shall prevent either party from initiating a small claims court action.

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 agreement to arbitrate evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This agreement to arbitrate provision shall survive termination of these Terms of Service.

A. Informal Negotiations/Notice of Dispute. You and EA agree to first attempt to negotiate 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.

B. **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, its 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.

C. **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 relief, and any relief awarded in arbitration shall be applicable only to you in your individual capacity. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) no Dispute shall be arbitrated on a class basis or 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 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 arbitrate shall be null and void.

D. 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 proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

E. 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:

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

- 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.

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 This Provision. EA will not enforce material changes to this agreement to arbitrate against account holders absent express agreement to the changed terms.

21. Entire Agreement

The Terms of Service (including the EA Privacy and Cookie Policy and other Supplemental Terms incorporated by reference into this document) and any posted rules or instructions regarding a particular game, activity, contest, or sweepstakes constitute the entire agreement between you and EA relating to your rights and obligations in the use of EA Services. If there is any conflict between the Terms of Service and any other rules or instructions posted on an EA Service, EA shall resolve the conflict in its sole discretion.

22. Notice to California Residents

Pursuant to Cal. Civil Code § 1789.3, please note that (a) EA is located at 209 Redwood Shores Parkway, Redwood City, CA 94065, (b) The fees and charges for EA Services vary depending on the services selected by you, and (c) If you have a complaint regarding EA Services or desire further information on use of EA Services, visit EA's Customer Support web pages at help.ea.com, support.popcap.com (for PopCap products) or swtor.com/support (for Star Wars™: The Old Republic). For complaints, you may also contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 400 "R" Street, Sacramento, CA 95814 or by telephone at (916) 445-1254 or (800) 952-5210.

Bookmark terms.ea.com and visit this site regularly for updates to EA Terms of Service.

23. Supplemental Terms

Additional Terms and Conditions for Specific EA Services

Certain EA Services may require you to read and agree to terms and conditions that are specific to that EA Service. Your right to use that EA Service is subject to those specific terms and this Terms of Service. If there are any inconsistencies between the specific terms and these terms, EA will be the final and sole arbiter of any such inconsistencies.

Nintendo Network Services User Agreement and Privacy Policy

The Nintendo Network Services User Agreement and Privacy Policy continue to apply in their entirety and govern your conduct while accessing EA Services through the Wii U console. To the extent that the Nintendo Network Services User Agreement conflicts with the EA Terms of Service, the Nintendo Network Services User Agreement is controlling. EA remains solely responsible for the operation and content of the EA Services.

The Xbox Live® Terms of Use

The Xbox Live® Terms of Use continue to apply in their entirety and govern your conduct while accessing EA Services through Xbox Live®. To the extent that Xbox Live® Terms of Use conflict with the EA Terms of Service, the Xbox Live® Terms of Use control. EA is solely responsible for the operation and content of EA Services. Microsoft may collect and use information about you and your use of Xbox Live® while accessing EA Services through Xbox Live®. Microsoft's use and collection of such information is governed by the Xbox Live® Privacy Statement (available at xbox.com or by calling 1-800-4MY-XBOX). BY ACCESSING EA SERVICES THROUGH Xbox Live® YOU HEREBY AGREE THAT MICROSOFT SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND THAT YOU MAY SUFFER WHILE ACCESSING EA SERVICES THROUGH THE Xbox Live® SERVICE, AND YOU HEREBY WAIVE ANY AND ALL CAUSES OF ACTION AND CLAIMS THAT YOU MIGHT BE ABLE TO ASSERT AGAINST MICROSOFT ARISING OUT SUCH DAMAGES OR YOUR USE OF EA SERVICES. EA is solely responsible for providing all customer support and billing for services obtained through EA Services.

EA Online Service for the PlayStation®2 computer entertainment system

- Statement by Sony Computer Entertainment (North America)

"DNAS"

This Software uses "DNAS" (Dynamic Network Authentication System), a proprietary authentication system created by Sony Computer Entertainment Inc. ("SCEI"). "DNAS" retrieves information about a user's hardware and software for authentication, copy protection, account blocking, system, rules, or game management and other purposes. The information collected does not identify the user personally and will not be shared with any non-SCE company. A PUBLISHER CAN COMBINE THIS INFORMATION WITH PERSONALLY IDENTIFYING INFORMATION FROM THE PUBLISHER'S RECORDS IF THE USER PROVIDES THE PERSONALLY IDENTIFYING INFORMATION. BEFORE PROVIDING ANY PERSONAL INFORMATION TO A PUBLISHER, PLEASE BE SURE TO REVIEW THE PUBLISHER'S PRIVACY POLICY AND TERMS AND CONDITIONS OF USE. DO NOT PROVIDE

PERSONALLY IDENTIFYING INFORMATION TO A PUBLISHER UNLESS YOU ACCEPT THE CONDITIONS OF USE AND TERMS OF THEIR PRIVACY POLICY. SCEI, Sony Computer Entertainment America ("SCEA") and their affiliates cannot guarantee the continuous operation of the "DNAS" servers. SCEA shall not be liable for any delay or failure of the "DNAS" servers to perform. If you receive a message during login identifying a "DNAS" authentication error, please contact SCEA Consumer Services at 1-866-466-5333. For additional information concerning "DNAS", visit www.us.playstation.com/DNAS. In the event of a system's incompatibility or inoperability with DNAS, the sole liability of SCEI, SCEA and their affiliates shall be limited to the repair or replacement of the user's affected game software, system or peripherals at the option of SCEA. SCEA, its parents, affiliates, or licensed Publishers shall not be liable for any delays, system failures, authentication failures, or system outages, which may, from time to time, affect online game play or access thereto.

- Statement by Sony Computer Entertainment (Europe)

This Software uses "DNAS" (Dynamic Network Authentication System), a proprietary authentication system created by Sony Computer Entertainment Inc. ("SCEI"). "DNAS" retrieves information about a user's hardware and software for authentication, copy protection, account blocking, system, rules, or game management and other purposes. SCEI, Sony Computer Entertainment Europe ("SCEE") and their affiliates cannot guarantee the continuous operation of the "DNAS" servers. SCEE shall not be liable for any delay or failure of the "DNAS" servers to perform. If you receive a message during login identifying a "DNAS" authentication error, please contact your local PlayStation Customer Care line on the number provided in the software manual. For additional information concerning "DNAS", refer to PlayStation.com. In the event of a systems incompatibility or inoperability with DNAS, the sole liability of SCEI, SCEE and their affiliates shall be limited to the repair or replacement of the user's affected, game software, system or peripherals at the option of SCEE. SCEE, its parents, affiliates, or licensed Publishers shall not be liable for any delays, system failures, authentication failures, or system outages, which may, from time to time, affect online game play or access thereto.

- Statement by Sony Computer Entertainment (Japan) for Privacy Policy & Network

This Software uses Network Authentication System. Network Authentication System retrieves information about a user's hardware and software for authentication, copy protection, account blocking, system, rules, or game management and other purposes. The information collected does not identify the user personally. Electronic Arts can combine this information with personally identifying information from Electronic Arts' records if you provide the personally identifying information. Before providing any personal information to Electronic Arts, please be sure to review Electronic Arts' privacy policy and terms and conditions of use. Do not provide

personally identifying information to Electronic Arts unless you accept the conditions of use and terms of their privacy policy.

EA Online Service for the PlayStation®3 and PlayStation®4 computer entertainment systems

The "PlayStation Network" Terms of Service continue to apply in their entirety and govern your conduct while accessing EA Online through the "PlayStation Network". Any conflict between the EA Terms of Service and the "PlayStation Network" Terms of Service and User Agreement shall be resolved in favor of the "PlayStation Network" Terms of Service and User Agreement.

PlayStation®Store Purchases in Europe

Any content purchased in an in-game store will be purchased from Sony Network Entertainment Europe Limited ("SNEE") and be subject to "PlayStation Network" Terms of Service and User Agreement which is available on the PlayStation®Store. Please check usage rights for each purchase as these may differ from item to item. Unless otherwise shown, content available in any in-game store has the same age rating as the game.

PlayStation®Store Purchases in USA and Canada

Purchase and use of items are subject to the "PlayStation Network" Terms of Service and User Agreement. This online service has been sublicensed to you by Sony Computer Entertainment America.

Adobe® Products

Adobe® Flash® Player. Copyright © 1996 - 2012. Adobe Systems Incorporated. All Rights Reserved. Patents pending in the United States and other countries. Adobe and Flash are either trademarks or registered trademarks in the United States and/or other countries.

Adobe® Shockwave® Player. Copyright © 1996 - 2012. Adobe Systems Incorporated. All Rights Reserved. Adobe and Shockwave are either trademarks or registered trademarks in the United States and/or other countries.

TF2 Tech Trial Beta Agreement (final)

Adobe® AIR™. Copyright © 2007 - 2012. Adobe Systems Incorporated. All Rights Reserved.
Adobe and Adobe AIR are either trademarks or registered trademarks in the United States and/or other countries.

Version 45372_11