END USER LICENCE AGREEMENT

PLEASE READ THIS END USER LICENCE AGREEMENT CAREFULLY. This End User License Agreement (“EULA”) governs your use of the videogame, application, software, their associated upgrades, patches, and updates and related services (the “Product”) currently provided or which will be provided by UBISOFT ENTERTAINMENT S.A., or any one of its subsidiaries or affiliated companies, including without limitation UBISOFT EMEA SAS, UBISOFT INC. or UBISOFT MOBILE GAMES SARL (collectively referred to as “UBISOFT").

This EULA sets out the basis on which UBISOFT makes the Products available to you (“User” or ”You”) and on which You may use them. UBISOFT’s Privacy Policy (《Privacy Policy》) which can be found on http://www.ubi.com, forms an integral part of this EULA. By installing or using the Product, You agree to accept and to be bound by (1) this EULA and (2) the Privacy Policy at all time. If You do not agree with one of these, please do not install or use the Product.

If You have a UBISOFT Account which can be found on http://www.ubi.com (“Account”), this EULA shall coexist with, and shall not supersede, the Terms of Use. To the extent that the provisions of this Agreement conflict with the provisions of the Terms of Use, the conflicting provisions in the Terms of Use shall govern.

UBISOFT reserves the right to change, modify, add or delete articles in this EULA at any time, in accordance with the procedures described below in Section 9.

Capitalized terms used in this EULA without definition shall have the meanings specified in the Terms of Use.

1. GRANT OF LICENSE.

1.1 UBISOFT (or its licensors) grants You a non-exclusive, non-transferable, non-sublicensed, non-commercial and personal license to install and/or use the Product (in whole or in part) and any Product (the “License”), for such time until either You or UBISOFT terminates this EULA. You must in no event use, nor allow others to use,the Product or this License for commercial purposes without obtaining a licence to do so from UBISOFT. Updates, upgrades, patches and modifications may be necessary in order to be able to continue to use the Product on certain hardware. THIS PRODUCT IS LICENSED TO YOU, NOT SOLD.

As applicable, certain parts of the Product may be using third party features, some of which are managed by third-party providers for which additional terms and/or costs may apply. You must comply with such additional terms: for instance, if the Product is featuring a VoIP application, then You must comply with the associated wireless data service agreement when using the Product). Please review such additional terms and costs carefully.

1.2 You shall not, directly or indirectly (i) sell, rent out, lease, license, distribute, market, exploit the Product or any of its parts commercially, (ii)

reverse engineer, decompile, disassemble, adapt, reproduce, or create derivate works of this Product (except if the Product enable You through a specific feature to create, generate or submit User Generated Content and for which You will need to create an Account and comply Terms of Use), in whole or in part; (iii) create, use and/or distribute “auto”, “trainer”, “script” or “macro” computer programs or other “cheat” or “hack” programs or software applications for this Product (whether in an online multiplayer game or in a single player game over the internet or in local area network); (iv) remove, alter, disable or circumvent any copyright and trademark indications or other authorship and origin information, notices or labels contained on or within this Product and (v) export or re-export this Product or any copy of adaptation in violation of any applicable laws or regulations.

1.3 While using the Product, You agree to comply will all applicable laws, rules and regulations. You also agree to comply with certain rules of conduct that govern Your use of the Product (“Rules of Conduct”), which are not meant to be exhaustive and can be modified at any time by UBISOFT. In all cases, You may only use the Product according to anticipated use of the Product.

For example purposes, and without limiting UBISOFT’s rights to take action against You, You may not:

a. create, use, share and/or publish by any means in relation to the Product any material (text, words, images, sounds, videos, etc.) which would breach of a duty of confidentiality, infringe any intellectual property right or an individual’s right to privacy or which would incite the committing of an unlawful act (in particular, piracy, cracking or circulation of counterfeit software);

b. modify, distort, block, abnormally burden, disrupt, slow down and/or hinder the normal functioning of all or part of the Product, or their accessibility to other users, or the functioning of the partner networks of the Product, or attempt to do any of the above;

c. transmit or propagate any virus, trojan horse, worm, bomb, corrupted file and/or similar destructive device or corrupted data in relation to the Product, and/or organise, participate in or be involved in any way in an attack on UBISOFT’s servers and/or the Product and/or those of its service providers and partners;

d. create, supply or use alternative methods of using the Products, for example server emulators;

e. spamming chat, whether for personal or commercial purposes, by disrupting the flow of conversation with repeated postings of a similar nature;

f. transmitting or communicating any material or content which, in the sole and exclusive discretion of UBISOFT, is believed or deemed offensive, including, but not limited to, language that is harmful, threatening, unlawful, abusive,

harassing, defamatory, disparaging, obscene, sexually explicit, or racially, ethnically, or otherwise objectionable;

g. harassing or threatening any other users in the Product;

h. make inappropriate use of the help service or the claim buttons or send untruthful reports to members of UBISOFT's personnel;

i. falsely claim to be an employee or representative of UBISOFT or its partners and/or agents;

j. falsely claim an endorsement in connection with the Product or with UBISOFT.

2. OWNERSHIP.

All title, ownership rights and intellectual property rights in and to the Product (including, without limitation, all text, graphics, music or sounds, all messages or items of information, fictional characters, names, themes, objects, scenery, costumes, effects, dialogues, slogans, places, characters, diagrams, concepts, choreographies, videos, audio-visual effects, domain names and any other elements which are part of the Product, individually or in combination) and any and all copies thereof are owned by UBISOFT or its licensors. The Product is protected by national and international laws, copyright treaties and conventions and other laws. This Product may contain certain licensed materials and, in that event, UBISOFT's licensors may protect their rights in the event of any violation of this Agreement. Any reproduction or representation of these licensed materials in any way and for any reason is prohibited without UBISOFT's prior permission and, if applicable, UBISOFT's licensors' and representatives'. Except as expressly set forth in this EULA, all rights not granted hereunder to You are expressly reserved by UBISOFT.

This License confers no title or ownership in the Product and should not be construed as a sale of any rights in the Product.

3. ACCESS TO THE PRODUCT

3.1 THE PRODUCT MAY BE PROTECTED BY DIGITAL RIGHTS MANAGEMENT SOFTWARE ("DRM SOFTWARE"). IN SUCH CASE, YOU HEREBY AGREE, ACKNOWLEDGE AND CONSENT TO THE FOLLOWING REGARDING THE DRM SOFTWARE: (I) THE INSTALLATION OF THE PRODUCT WILL CAUSE THE DRM SOFTWARE TO BE INSTALLED ON YOUR COMPUTER; (II) THE DRM SOFTWARE MAY LIMIT THE NUMBER OF INSTALLATIONS OF THE PRODUCT; (III) THE DRM SOFTWARE MAY INSTALL ON YOUR COMPUTER ADDITIONAL COMPONENTS REQUIRED FOR COPY PROTECTION; AND (IV) DURING THE INSTALLATION AND/OR THE FIRST LAUNCH OF THE PRODUCT, AN ONLINE CONNECTION MAY BE REQUIRED TO UNLOCK THE PRODUCT THROUGH THE DRM SOFTWARE. IN NO EVENT SHALL UBISOFT BE LIABLE IN CONNECTION WITH THE COMPONENTS THAT MAY BE INSTALLED ON YOUR COMPUTER BY ANY DRM SOFTWARE. FOR FURTHER INFORMATION, PLEASE VISIT THE WEBSITE OF THE DRM SOFTWARE APPEARING DURING THE INSTALLATION OF THE PRODUCT. AN INTERNET CONNECTION, A UPLAY ACCOUNT AND INSTALLATION OF THE UPLAY

CLIENT SOFTWARE (WWW.UPLAY.COM) AND REGISTRATION WITH ENCLOSED SINGLE-USE SERIAL CODE MAY BE REQUIRED TO PLAY AND ACCESS ONLINE SERVICES AND FEATURES OF THIS PRODUCT. RESTRICTIONS OF AGE MAY BE IMPOSED TO ACCESS ONLINE SERVICES AND FEATURES IN COMPLIANCE WITH LOCAL LAWS.

3.2 If You are using the Product on a Compatible Mobile Terminal, this Section 3.2 is applicable to You and to Your use of the Product:

For this EULA, "Compatible Mobile Terminal" designates any portable device capable of connecting to Internet to access the Products. The term Compatible Mobile Terminals covers in particular feature phones, smartphones , tablet computers, and personal digital assistants (PDAs).

a. Product Access. To use the Product on a Compatible Mobile Terminal, You must have access to an electronic communication network. The connection costs (including but not limited to mobile providers' and/or carriers' costs), shall be exclusively borne by You. You acknowledge that the quality of the Products, the response time or access to certain features may depend on the capacities of Your Compatible Mobile Terminal and of the electronic communication network. UBISOFT may in no case be held responsible for reduced user comfort. You acknowledge that the Product may not be available for use on all mobile devices or through all carriers or network service providers.

b. Collection of personal data: In order to provide You with a better game experience, adapted services and Product support, UBISOFT may collect and store data about You in relation to Your use of the Product, Your connection information and/or Your Compatible Mobile Terminal. Certain data is recorded, archived, analysed and used to create user statistics. Your privacy is very important to UBISOFT and UBISOFT will not reveal Your personal data to third parties except when expressly authorised by You to do so or in special circumstances. UBISOFT may be under a duty to disclose or share Your personal data in order to comply with a legal obligation, or in order to protect UBISOFT's rights and those of other users and third parties. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction. In addition, UBISOFT reserves the right to collect, store and use anonymous data about You. For further information concerning UBISOFT's use of Your personal data, please refer to the Privacy Policy.

c. Analytics Tools and Ad Serving Technology. UBISOFT uses third party analytics tools to collect information concerning Your and other users' gaming habits and use of the Product. The information collected may contain the following, without limitation: mobile device unique indentity or other device identifiers and settings, carrier, operating system, localization information, date and time spent on the Product, game scores, game metrics and statistics, feature usage, advertising conversion rates, monetization rate, purchase history and other similar information. UBISOFT uses third party ad serving technologies that may collect information as a result of ad serving in the Product and that may

temporarily display advertisements in the Product. The information collected and used for the targeted advertising may contain the following, without limitation: age and gender, number views of an advertisement, mobile device unique identity or other device identifiers and settings, information about Your use of the Product, Compatible Mobile Terminal, and other Internet sites (including third party web pages and mobile Internet sites) viewed by You (as well as date and time viewed), advertisement(s) served, the advertisement(s)' in game location and length, and Your response to the advertisement(s) (if any). The analytics tools and ad serving technologies may use server log files, web beacons, cookies, tracking pixels and other technologies to collect said information and may combine the information collected on other UBISOFT Products and services with information collected from other third party websites and mobile products and services and with demographic, advertisement, market and other analytics surveys. Standing alone, this information is not personal data; however, if UBISOFT combines any of this information with personal data, UBISOFT will treat this information as personal data pursuant to our Privacy Policy. You will find a non-exhaustive list of our partners whose analytic tools and ad serving technologies are used in our Product(s) at https://legal.ubi.com/partners/. UBISOFT makes its best efforts to provide You with the links to our partners' own privacy policies according to which their tools and technologies are used and when available the link to allow You to opt-out from their services.

4. CONSENT TO MONITOR.

When You are using the Product, the Product may monitor Your hardware random access memory (RAM) for unauthorized third party programs prohibited by Section 1 that interact with the Product. In the event that the Product detects such an unauthorized third party program, information may be communicated back to UBISOFT, including the name of your Account, your internet protocol (IP) address, details about the unauthorized third party program detected, and the time and date that the unauthorized third party program was detected, along with the hardware specifications and performance characteristics of Your hardware, with or without additional notice to You. If the Product detects the use of an unauthorized third party program, this License and Your access to the Product may be terminated with or without additional notice to You.

However, please note that UBISOFT is not responsible for and does not endorse the opinions, advice and/or recommendations displayed or sent by You in the Product, including in game chats. Such communications are the sole responsibility of the user in question.

5. LIMITED WARRANTY FOR PRODUCT PURCHASED AS A PHYSICAL MEDIUM.

If You purchased Product as a physical medium (CD, cartridge or DVD-ROM), this Section 6 is applicable to You:

UBISOFT warrants that the physical medium containing the Product shall be free from defects in material and workmanship for a period of ninety (90) days from the

date of Your purchase of such medium. In the event that the medium containing the Product proves to be defective during that time period, UBISOFT will, at UBISOFT's option, free of charge, (a) correct any defect, (b) replace the Product, (c) substitute a similar Product of equal or greater value (in the event the Product is not longer being manufactured by UBISOFT or available in UBISOFT's inventory), or (d) refund Your money when You present UBISOFT with written proof of purchase of the defective medium. THIS IS YOUR SOLE AND EXCLUSIVE REMEDY FOR THE EXPRESS WARRANTY SET FORTH IN THIS SECTION. When returning the Product for warranty replacement please send the original Product disc, cartridge or DVD, as applicable, only in protective packaging and include: (1) a photocopy of Your dated sales receipt; (2) Your name and return address typed or clearly printed; (3) a brief note describing the defect, the problem(s) You are encountering and the hardware and system on which You are running the Program.

6. WARRANTY DISCLAIMER, LIMITATION OF LIABILITY.

YOU EXPRESSLY ACKNOWLEDGE THAT USE OF THE PRODUCT IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE PRODUCT IS SUPPLIED ON AN "AS IS" AND "AS AVAILABLE " BASIS. UBISOFT UBISOFT'S LICENSORS, CHANNEL PARTNERS AND ASSOCIATED SERVICE PROVIDERS DO NOT MAKE AND HEREBY DISCLAIM ANY GUARANTEES, CONDITIONS, WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY OR OTHER TERMS INCLUDIND AS TO: (A) ITS CONFORMITY, ACCURACY, CURRENTNESS, COMPLETENESS, RELIABILITY OR SECURITY (B) ITS SUITABILITY FOR A PARTICULAR USE; (C) IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT; (D) ITS MARKET VALUE; OR (E) YOUR SATISFACTION. UBISOFT DOES NOT WARRANT THAT THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PRODUCT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME ALL RESPONSIBILITY FOR SELECTING THE PRODUCT TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE PRODUCT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL UBISOFT, UBISOFT'S LICENSORS, CHANNEL PARTNERS AND ASSOCIATED SERVICE PROVIDERS BE LIABLE FOR LOSS OR DAMAGE SUFFERED IN CONNECTION WITH THE USE OF THE PRODUCT OR ANY RELATED THIRD PARTY SERVICE. THIS INCLUDES WITHOUT LIMITATION (A) ALL LOSSES OF ANY KIND, WHETHER IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION (WHETHER INNOCENT OR NEGLIGENT) OR OTHERWISE, (B) DIRECT LOSS; (C) ACCIDENTAL LOSS, (D) INCIDENTAL LOSS, (E) CONSEQUENTIAL LOSS, AND (F) INDIRECT LOSS.

NOTWITHSTANDING THE AFOREMENTIONED LIMITATIONS OF LIABILITY, YOUR SOLE REMEDY IN THE EVENT OF A DISPUTE WITH UBISOFT OR ITS LICENSORS, CHANNEL PARTNERS AND ASSOCIATED SERVICE PROVIDERS IS TO CEASE TO USE THE PRODUCT; AND IF APPLICABLE, SEEK DAMAGES FOR YOUR LOSSES. FOR ANY PRODUCT PURCHASED FOR USE ON A COMPATIBLE MOBILE TERMINAL THAT WOULD NOT MEET THE APPLICABLE LEGAL WARRANTIES, UBISOFT'S LIABILITY IS LIMITED TO THE REFUND (DIRECTLY OR INDIRECTLY THROUGH ITS CHANNEL PARTNERS OR ASSOCIATED SERVICE PROVIDERS) OF THE PURCHASE PRICE OF THE PRODUCT. IN NO EVENT UBISOFT, ITS AFFILIATES, LICENSORS, CHANNEL PARTNERS AND ASSOCIATED

SERVICE PROVIDERS BE LIABLE FOR DAMAGES IN EXCESS OF ANY AMOUNT YOU HAVE PAID TO UBISOFT FOR THE PRODUCT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE TIME YOUR CAUSE OF ACTION AROSE.

NOTHING IN THIS SECTION 6 SHALL AFFECT UBISOFT'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM UBISOFT'S NEGLIGENCE, FOR FRAUD OR FRAUDULENT MISREPRESENTATION, NOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

FOR PURPOSES OF THIS SECTION 6, UBISOFT'S LICENSORS, CHANNEL PARTNERS AND ASSOCIATED SERVICE PROVIDERS ARE THIRD PARTY BENEFICIARIES TO THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN AND THEY MAY ENFORCE THIS EULA AGAINST YOU.

7. INDEMNITY.

You are solely responsible for any damage caused to UBISOFT, its licensors, channel partners and associated service providers and subcontractors, other users of the product or any other individual or legal entity as a result of Your violation of this EULA.

YOU HEREBY AGREE TO DEFEND, INDEMNIFY AND KEEP INDEMNIFIED UBISOFT AND ITS AFFILIATES, THEIR LICENSORS, CHANNEL PARTNERS AND ASSOCIATED SERVICE PROVIDERS AND THEIR SUBCONTRACTORS AGAINST ANY CLAIM OR ALLEGED CLAIMS, LIABILITIES, LOSSES DAMAGES AND ALL COSTS (INCLUDING LAWYERS' FEES), DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO YOUR FAULT AND/OR RESULTING FROM (A) A VIOLATION OF ANY PROVISION OF THIS EULA OR (B) YOUR USE OR MISUSE OF THE PRODUCT. UBISOFT reserves the right to take sole responsibility, at its own expense, for conducting the defense of any claim for which You agreed to indemnify UBISOFT. The provisions of this Section 7 shall remain in force after termination of this EULA.

8. TERMINATION.

The EULA is effective from the earlier of the date You purchase, download or use the Product, until terminated according to its terms. You and UBISOFT (or its licensors) may terminate this EULA, at any time, for any reason. Termination by UBISOFT will be effective upon (a) notice to You or (b) termination of Your UBISOFT Account (if any) or (c) at the time of UBISOFT's decision to discontinue offering and/or supporting the Product. This EULA will terminate automatically if You fail to comply with any of the terms and conditions of this EULA. Upon termination for any reason, You must immediately uninstall the Product and destroy all copies of the Product in Your possession.

9. CHANGES TO THIS EULA OR TO THE PRODUCT.

UBISOFT reserves the right, in its sole and absolute discretion, to revise, update, change, modify, add to, supplement, or delete certain terms of this EULA for security, legal, best practice or regulatory reasons. Such changes will be effective with or, as applicable, without prior notice to You. You can review the most current version of this EULA by clicking on the "EULA" link located on the

Product or on ubi.com. You are responsible for checking this EULA periodically for changes. If any future changes to this EULA are unacceptable to You or cause You to no longer be in agreement or compliance with this EULA, You may terminate this EULA in accordance with Section 8 and must immediately uninstall the Product and destroy all copies of the Product. Your continued use of the Product following any revision to this EULA constitutes Your complete and irrevocable acceptance of any and all such changes.

UBISOFT may modify the Product for any reason or without any specific reason, at any time and at its entire discretion, in particular for technical reasons such as updates, maintenance operations and/or resets to improve and/or optimize the Product. You agree that the Product may install or download the modifications automatically. You agree that UBISOFT may stop to support previous versions of the Product upon availability of an updated version. UBISOFT's channel partners and associated service providers shall have no obligation to furnish any maintenance or customer support with respect to the Product. UBISOFT also reserves the right to amend the Rules of Conduct set out in Section 1 to place limits on the use of the Product.

10. MISCELLANEOUS.

10.1 Export Controls. The Product is subject to all applicable export restrictions. You must comply with all export and import laws and restrictions and regulations of any United States and foreign agency or authority relating to the Product and Your use of the Product. The Product may not be re-exported, downloaded or otherwise exported to, or installed by a national or resident of, any country to which the United States has embargoed goods, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. You represent and warrant that You are not located in, under the control of, or a national or resident of any such country or on any such list.

10.2 Severance. If any court of competent jurisdiction or competent authority finds that any provision of this EULA is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this EULA shall not be affected. If any invalid, unenforceable or illegal provision of this EULA would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable to reflect UBISOFT's initial intentions.

10.3 No Waiver. No failure or delay by UBISOFT (or its licensors) to exercise any right or remedy provided under this EULA or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Waiver of a right or remedy may be

considered to have taken place only after signing of a written statement to this effect by UBISOFT or by the User.

10.4 Law and Jurisdiction To the extent permitted by applicable law, this EULA and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England and Wales. You irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the EULA or its subject matter or formation (including non-contractual disputes or claims).

For any question concerning this EULA, you may contact UBISOFT at the following address: emea-email-support@ubisoft.com

THIS EULA IS APPLICABLE ONLY TO THE EXTENT AUTHORISED BY LAW.

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT DIRECTX END USER RUNTIME

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

* updates,

* supplements,

* Internet-based services, and

* support services

for this software, unless other terms accompany those items. If so, those terms apply.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE.

If you comply with these license terms, you have the rights below.

1. INSTALLATION AND USE RIGHTS. You may install and use any number of copies of the software on your devices.

2. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless

applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

* work around any technical limitations in the software;

* reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;

* make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;

* publish the software for others to copy;

* rent, lease or lend the software;

* transfer the software or this agreement to any third party; or

* use the software for commercial software hosting services.

3. BACKUP COPY. You may make one backup copy of the software. You may use it only to reinstall the software.

4. DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

5. EXPORT RESTRICTIONS. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

6. SUPPORT SERVICES. Because this software is “as is,” we may not provide support services for it.

7. ENTIRE AGREEMENT. This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

8. APPLICABLE LAW.

a. United States. If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

b. Outside the United States. If you acquired the software in any other country, the laws of that country apply.

9. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to

the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

10. DISCLAIMER OF WARRANTY. THE SOFTWARE IS LICENSED “AS-IS.” YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. $5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.

This limitation applies to

* anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and

* claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

MICROSOFT SOFTWARE SUPPLEMENTAL LICENSE TERMS

MICROSOFT .NET FRAMEWORK 3.5 SP1 FOR MICROSOFT WINDOWS OPERATING SYSTEM

Microsoft Corporation (or based on where you live, one of its affiliates) licenses this supplement to you. If you are licensed to use Microsoft Windows operating system software (for which this supplement is applicable) (the “software”), you may use this supplement. You may not use it if you do not have a license for the software. You may use a copy of this supplement with each validly licensed copy of the software.

The following license terms describe additional use terms for this supplement. These terms and the license terms for the software apply to your use of the supplement. If there is a conflict, these supplemental license terms apply.

By using this supplement, you accept these terms. If you do not accept them, do not use this supplement.

If you comply with these license terms, you have the rights below.

1. SUPPORT SERVICES FOR SUPPLEMENT. Microsoft provides support services for this software as described at www.support.microsoft.com/common/international.aspx.

2. MICROSOFT .NET BENCHMARK TESTING. The software includes the .NET Framework, Windows Communication Foundation, Windows Presentation Foundation, and Windows Workflow Foundation components of the Windows operating systems (.NET Components). You may conduct internal benchmark testing of the .NET Components. You may disclose the results of any benchmark test of the .NET Components, provided that you comply with the conditions set forth at http://go.microsoft.com/fwlink/?LinkID=66406.

Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at http://go.microsoft.com/fwlink/?LinkID=66406.