



End User License Agreement (“EULA”)

YOU SHOULD CAREFULLY READ THE ENTIRE FOLLOWING END USER LICENSE AGREEMENT BEFORE DOWNLOADING, INSTALLING, USING OR PLAYING THE GAME OR ANY RELATED SOFTWARE (collectively, the “GAME”). THIS AGREEMENT CONTAINS IMPORTANT TERMS THAT AFFECT YOUR LEGAL RIGHTS. BY DOWNLOADING, INSTALLING, USING OR PLAYING THE GAME, YOU AGREE TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT, PLEASE DO NOT (AND YOU ARE NOT PERMITTED TO) DOWNLOAD, INSTALL, USE OR PLAY THE GAME.

IN ORDER TO PLAY THE GAME AND/OR ACCESS CERTAIN FEATURES, YOU MAY BE REQUIRED TO HAVE AND MAINTAIN A VALID AND ACTIVE USER ACCOUNT WITH ZENIMAX (“ACCOUNT”). BY DOWNLOADING, INSTALLATION, USING OR PLAYING THE GAME YOU CONFIRM THAT YOU HAVE READ THIS END USER LICENSE AGREEMENT, THE ZENIMAX TERMS OF SERVICE AND THE ZENIMAX PRIVACY POLICY AND THAT YOU AGREE TO THE TERMS IN THIS AGREEMENT AND THE TERMS OF SERVICE, (COLLECTIVELY, THIS “AGREEMENT”). YOU FURTHER ACKNOWLEDGE AND UNDERSTAND THAT ZENIMAX WILL PROCESS YOUR PERSONAL DATA IN ACCORDANCE WITH THE ZENIMAX PRIVACY POLICY (available at <https://bethesda.net/#/privacypolicy>). IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, OR YOU HAVE NOT READ AND UNDERSTOOD THE ZENIMAX PRIVACY POLICY, DO NOT DOWNLOAD, INSTALL OR USE THE GAME.

For ease of reference, the ZeniMax “Terms of Service” or the “ZeniMax Terms of Service” may be found at: <https://bethesda.net/#/termsofservice>.

This Agreement is between you and ZeniMax Media Inc. (“ZeniMax”).

AS SET OUT IN SECTION 1 OF THE TERMS OF SERVICE, IF YOU ARE RESIDENT IN THE EEA, UNITED KINGDOM, SWITZERLAND, RUSSIA, AUSTRALIA, NEW ZEALAND, TURKEY, JAPAN OR BRAZIL, ZENIMAX ACKNOWLEDGES THAT THERE ARE CERTAIN GUARANTEES, WARRANTIES, TERMS AND CONDITIONS (INCLUDING IN RESPECT OF REFUNDS AND RETURNS AND UNFAIR TERMS) IMPOSED BY THE LAWS RELATING TO THE SUPPLY OF GOODS, SERVICES AND DIGITAL CONTENT WHICH THE LAWS EXPRESSLY PROVIDE MAY NOT BE EXCLUDED, RESTRICTED OR MODIFIED OR MAY ONLY BE LIMITED TO A CERTAIN EXTENT (THE “STATUTORY OBLIGATIONS”). NOTHING IN THIS EULA EXCLUDES, RESTRICTS OR MODIFIES THE STATUTORY OBLIGATIONS OTHERWISE THAN ACCORDING TO SUCH LAWS.

PHOTO-SENSITIVITY WARNING:

A very small percentage of individuals may experience epileptic seizures or blackouts when exposed to certain visual images, including without limitation light patterns or flashing lights. If you experience any of the following symptoms while playing the Game, immediately discontinue use and consult your physician before resuming play: blackouts, seizures, dizziness, altered vision, eye or muscle twitches, jerking or shaking of arms or legs, loss of awareness, disorientation, confusion, any involuntary movement, or convulsions.

VIRTUAL REALITY: HEALTH AND SAFETY PRECAUTIONS AND DISCLAIMERS

If the Software provides for virtual reality gameplay and/or the use of third-party virtual reality headsets and/or related equipment, the following health and safety precautions and disclaimers apply.

Failing to review and adhere to the health and safety precautions set forth below and the precautions given by the manufacturer of your VR headset may cause damage to property, personal injury to you or others, or death.

As with all virtual reality games, please also carefully read and follow all health and safety precautions from your virtual reality headset manufacturer before use.

PLEASE READ THE FOLLOWING CAREFULLY BEFORE PLAYING

Please note that certain people are susceptible to various symptoms and conditions when playing a game with virtual reality headsets, including:

epileptic seizures or loss of consciousness;

altered vision;

motion sickness, dizziness, disorientation or nausea; and/or

repetitive motion injuries and eye strain.

Immediately stop playing if you do not feel well or if you experience any of the above symptoms.

In any event, we strongly recommend that you take reasonable breaks from gameplay every 10 to 15 minutes and that you do not play for excessive overall periods.

If you are pregnant or if you have any pre-existing medical condition, you should talk with a physician to obtain professional advice before playing the game.

You should not play the game under the influence of alcohol or drugs or while using prescription or non-prescription medication.

Always be aware of your surroundings when playing the game. When playing with a virtual reality headset or other headset it is best to remain seated if that mode is supported. Since the game is an immersive reality experience, you may not be able to fully see or hear your surroundings while playing. Whether or not you remain seated during gameplay, give yourself plenty of room and make sure the play area is clear of objects and people that could be bumped into during gameplay. Ensure you are in a safe environment and not near stairs, balconies, windows, walls, furniture, objects that could cause tripping hazards or other objects or people that may pose a danger to you or them or could be damaged or cause injury during gameplay. Sound volume for the

game should be kept at a low enough level so that you can be aware of your surroundings while playing, and to avoid any damage to your hearing.

YOU HEREBY RELEASE ZENIMAX, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES FROM ANY AND ALL LIABILITY IN CONNECTION WITH THE USE OF A VIRTUAL REALITY HEADSET, RELATED EQUIPMENT, OR THE SOFTWARE.

In no event shall ZeniMax be liable for any damage to property, injury, or death (or for direct, indirect, punitive, incidental, or consequential damages) arising out of the use or misuse of the Software or any virtual reality headset or related equipment, including, without limitation, arising out of or connected with interactions between you and other people or objects in or around the play area during gameplay. You understand that misuse of the Software includes (without limitation) violations of any instructions or any warnings set forth on the packaging, documentation, and screen shots for your virtual reality headset, in this document, in other documentation accompanying the Software or the packaging for the Software. Failure to carefully read and follow those instructions and warnings could lead to property damage, injury or death. You expressly assume and accept any and all risks inherent in (or that may be associated with) the use of the Software, and/or of the virtual reality headsets or related equipment. Some, but not all, of those risks are discussed in the warnings set forth above or the warnings accompanying the Software and the virtual reality headset. Please also see the section on "Limitation of Liability" below in this Agreement.

The ZeniMax Terms of Service contain a Dispute Resolution and Arbitration Provision, including a Class Action Waiver, (the "Disputes Provision") that - if you reside in a jurisdiction outside of the EEA/United Kingdom/Switzerland/Australia/New Zealand/Turkey/Japan or Brazil that permits class actions or other collective disputes - affects your rights under the ZeniMax Terms of Service and this End User License Agreement with respect to disputes you may have with ZeniMax. That Disputes Provision is incorporated into this End User License Agreement by this reference and forms a part of this End User License Agreement as if such provision was fully restated in this End User License Agreement. You may opt out of the binding individual arbitration and class action waiver as provided in the ZeniMax Terms of Service.

Any and all uses of the Game are governed by the terms of this Agreement and the ZeniMax Terms of Service. The ZeniMax Terms of Service are hereby incorporated into and form a part of this Agreement by this reference as if such provisions were fully restated in this Agreement. The End User License Agreement is a "EULA" and constitutes "Supplemental Terms" as contemplated by the ZeniMax Terms of Service. The Game is made available and distributed solely for use by authorized end users according to the terms of this Agreement, including the ZeniMax Terms of Service. Any use, reproduction, modification or distribution of the Game not expressly authorized by the terms of this Agreement is expressly prohibited. You agree that the Game, the Game Client, other Game related software, Content (as defined in the Terms of Service) specific to the Game and your access to and use of the Game are all a "Service" for the purposes of this Agreement, including the ZeniMax Terms of Service. Any rights not granted to you in this Agreement are reserved by ZeniMax.

You acknowledge that ZeniMax may process your personal data in accordance with the ZeniMax Privacy Policy which is available at <https://bethesda.net/#/privacypolicy> and you agree to the ZeniMax Code of Conduct which is available at <https://bethesda.net/#/codeofconduct>. The Privacy Policy and Code of Conduct are incorporated into this End User License Agreement by this reference and form a part of this End User License Agreement as

if such provisions were fully restated in this End User License Agreement. All personal information collected and processed by ZeniMax in connection with this End User License Agreement will be collected and processed in accordance with the ZeniMax Privacy Policy.

YOU SHOULD PRINT A COPY OF THIS END USER LICENSE AGREEMENT, THE TERMS OF SERVICE, THE PRIVACY POLICY AND THE CODE OF CONDUCT FOR YOUR RECORDS AND FOR FUTURE REFERENCE.

All software programs and any and all files that are delivered to you or made available to you by ZeniMax, directly or indirectly through a ZeniMax authorized reseller or distributor, (via on-line access, transmission, download or otherwise), including any "patcher", "installer", and any updates and modifications to such software programs, and any and all copies and derivative works of such software programs (collectively, with the Game Client (defined below), the "Game") is the copyrighted work of ZeniMax and its affiliates. THE GAME IS LICENSED, NOT SOLD, TO YOU.

LIMITED LICENSE; RESTRICTIONS AND OWNERSHIP

If you agree to this Agreement, you may, as applicable, download, install and use the software (hereafter referred to as the "Game Client") on your computer or console (each hereafter referred to as a "computer") for the sole purpose of playing the Game. Subject to your compliance with all the terms and conditions in this Agreement, ZeniMax hereby grants, and you hereby accept, a limited, non-transferable, non-exclusive license (a) to download, install or use the Game Client on one or more computers owned by you or under your legitimate control for your non-commercial entertainment purposes only, and (b) to use the Game Client solely as part of the Service, if applicable.

The ZeniMax Terms of Service include terms and conditions applicable to Virtual Currency (as such term is defined in the ZeniMax Terms of Service), including terms that grant to you a non-exclusive, limited license for Virtual Currency. Such terms and conditions apply to the Virtual Currency (if any) licensed to you for use with the Game.

Subject to the Statutory Obligations (as defined in Section 1 of the Terms of Service), this Agreement does not give you any right to obtain reissues or replacements of the Game at any time and ZeniMax is not obliged to supply software updates, upgrades, or expansions for the Game, or even to operate or continue to support the Game for an indefinite period.

As further described in the ZeniMax Terms of Service, but subject to the Statutory Obligations (as defined in Section 1 of the ZeniMax Terms of Service), ZeniMax may change, modify, suspend, or discontinue any aspect of the Game at any time and ZeniMax may also impose limits on certain features or restrict your access to parts or all of the Game without notice or liability.

In all cases, the licenses granted to you in this Agreement will terminate upon the earlier of termination of this Agreement or termination of your Account, if any, with ZeniMax.

The ZeniMax Terms of Service include terms and conditions applicable to user generated Content, downloadable Content and other Content and you agree to comply with such terms and conditions.

SOFTWARE UPDATES.

ZeniMax may deploy or provide patches, updates, improvements, upgrades and modifications to the Game ("Updates") that must be installed by you in the manner described by ZeniMax in its discretion before you may continue to play the Game. All such Updates are part of the Game for purposes of this Agreement, the licenses granted to you and the License Limitations set forth in this Agreement. The terms of this Agreement will govern any Updates provided by ZeniMax that replace and/or supplement the original Game, unless such Updates is accompanied by a separate license agreement in which case the terms of that license agreement will govern.

LIMITATIONS AND RESTRICTIONS.

The Game and/or certain features are a Service offered by ZeniMax and may only be playable online. In such cases, a persistent Internet connection (which is not supplied by ZeniMax) is required to play the Game or access these features. You are responsible for all costs and expenses associated with acquiring any hardware, software (e.g., Internet browsers) or other products or services required to play the Game or access these features.

In addition to the restrictions, conditions and limitations set forth in the ZeniMax Terms of Service and the ZeniMax Code of Conduct, the license granted to you in this End User License Agreement is subject to the conditions, restrictions and limitations set forth in Section 1 and this Section 3 of this End User License Agreement (collectively, the "License Limitations"). Any use of the Game in violation of the License Limitations will be regarded as an infringement of ZeniMax's copyrights in and to the Game and will be a breach of this Agreement. You agree that you will not and will not assist any other person, under any circumstances, to:

in whole or in part, distribute, publicly perform or display, sell, transmit, publish, edit, reproduce, sublicense, rent, lease, loan or otherwise transfer the Game or Content, including without limitation any access keys;

in whole or in part, modify, adapt, translate, reverse engineer, attempt to derive source code from, modify, disassemble, decompile, or create derivative works based on the Game; provided, however, that you may make one (1) copy of the Game Client and the manuals that accompany it for archival purposes only and you may install the relevant Game Client on one or more computers owned by you or under your legitimate control as described in Section 1 above;

remove any proprietary notices or labels on the Game; or attempt in any manner to circumvent any security measures designed to control access to the Game or any part thereof;

use cheats, automation software (bots), hacks, mods or any other unauthorized third-party software designed to modify the Game or adversely impact any other persons playing of the Game or his/her experience of playing the Game;

exploit the Game or any of its parts, including without limitation the Game Client, for any commercial purpose (including without limitation renting, leasing or licensing the Game to others), including without limitation (a) for gathering Virtual Currency (as defined in the ZeniMax Terms of Service), items or resources for sale outside the Game; or (b) performing in-game services in exchange for payment outside the Game, e.g., power-leveling;

use any unauthorized third-party software that intercepts, "mines", or otherwise collects information from or

through the Game or the Service, including without limitation any software that reads areas of RAM used by the Game to store information about a character or the game environment; provided, however, that ZeniMax may, at its sole and absolute discretion, allow the use of certain third party user interfaces and other third party software; modify or cause to be modified any files that are a part of the Game Client in any way not expressly authorized by ZeniMax;

host, provide or develop matchmaking services for the Game or intercept, emulate or redirect the communication protocols used by ZeniMax in any way, for any purpose, including without limitation unauthorized play over the internet, network play, or as part of content aggregation networks;

facilitate, create or maintain any unauthorized connection to the Game or the Service, including without limitation (a) any connection to any unauthorized server that emulates, or attempts to emulate, the Service; and (b) any connection using programs or tools not expressly approved by ZeniMax; take any action or upload, post, transmit, promote, or distribute any illegal content;

take any action or upload, post, transmit, promote, or distribute any content that infringes or violates any third-party rights;

engage in, take any action associated with, or participate in any type of child solicitation, grooming behavior, pedophilia, or predatory behavior in any form;

harass, stalk, threaten, embarrass, spam or do anything else to another user of the Game that is unwanted, such as repeatedly sending unwanted messages or making personal attacks or statements about race, sexual orientation, religion, heritage, etc.; take any action or upload, post, transmit, distribute, or communicate your or any person's real-world personal information;

impersonate any person or entity, including, but not limited to, ZeniMax, ZeniMax's partners' or affiliates' employees, or falsely state or otherwise misrepresent your affiliation with a person or entity;

take any action, organize, transmit any content, effectuate or participate in any activity, group, or guild that is harmful, tortuous, abusive, hateful (including "hate speech"), racially, ethnically, religiously or otherwise offensive, obscene, threatening, bullying, vulgar, sexually explicit, defamatory, libelous, infringing, invasive of personal privacy or publicity rights, encourages conduct that would violate a law or is, in a reasonable person's view, objectionable and/or deemed to be in the sole discretion of ZeniMax inappropriate;

promote, upload, transmit, 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 or virtual items. In an effort to continuously improve the Game, you and other users/players discovering exploits, cheats, cracks or other inconsistencies are required to report them to ZeniMax; or

take any action or upload, post, transmit, promote, or distribute any content that may contain a Trojan horse, virus, worm, spyware, time bombs, cancelbots, corrupted data or other computer programs that you do not own or have permission to freely distribute that may damage, interfere with, intercept, expropriate or disrupt the Game.

Any attempt to do any of the foregoing is a breach of this Agreement and may be a violation of intellectual

property rights in the Game. If you breach these restrictions, you may be subject to prosecution and damages.

The Game is licensed to you as a single product. Its component parts may not be separated for use on more than one computer. The Game is licensed, not sold. Your license confers no title or ownership in the Game or copies thereof.

OWNERSHIP OF THE GAME.

ZeniMax and its licensors are and will continue to be the owner of all right, title, and interest in and to the Game and the Service, including without limitation all intellectual property rights and moral rights in and to the Game and all copies thereof (including without limitation any titles, software programs and code, Game related themes, characters, character names, character likenesses, stories, dialog, catch phrases, locations, concepts, artwork, character inventories, structural, landscape and other designs in the Game, animations, sounds, musical compositions and recordings, audio-visual effects, storylines, methods of operation, and any related documentation). You shall take no action inconsistent with such title or ownership. The Game is protected by the copyright laws of the United States, international treaties and conventions, and other laws. The Game may contain materials licensed by third parties, and the licensors of those materials may enforce their rights in the event of any violation of this Agreement. You acknowledge and agree that you have no interest, monetary or otherwise, in any feature or Content contained in the Game. This paragraph will survive the termination of this Agreement.

COLLECTION AND USE OF DATA

YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE ZENIMAX PRIVACY POLICY [<https://bethesda.net/en/document/privacy-policy>] WHICH EXPLAINS HOW WE MAY COLLECT, USE AND DISCLOSE DATA ABOUT YOU (INCLUDING PERSONAL DATA). IN PARTICULAR ZENIMAX WILL USE YOUR DATA (INCLUDING PERSONAL DATA) TO OPERATE THE SERVICES, TO FACILITATE PRODUCT SUPPORT, DEVELOPMENT AND IMPROVEMENT, TO TAILOR AND CUSTOMIZE YOUR EXPERIENCES AND UNDERSTAND WHICH ZENIMAX PRODUCTS YOU ARE USING, AS WELL AS TO PROVIDE OTHER SERVICES TO YOU. YOU FURTHER ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD OUR COOKIE POLICY [<http://bethesda.net/en/document/cookie-policy>] AND AGREE THAT WE MAY USE COOKIES, WEB BEACONS AND OTHER ANALYTIC TECHNOLOGIES (HEREIN, COLLECTIVELY "COOKIES") – INCLUDING THOSE PROVIDED BY THIRD PARTIES – TO COLLECT, USE, STORE AND TRANSMIT TECHNICAL AND OTHER INFORMATION REGARDING YOUR MOBILE OR OTHER DEVICE (INCLUDING MAC ADDRESS UNIQUE DEVICE ID OR OTHER IDENTIFIER, UDID, XUID, AND/OR PUID), GAME CENTER ID, GAME CENTER NAME, IP ADDRESS, GEO-LOCATION, DEVICE MAKE AND MODEL, OPERATING SYSTEM, SOFTWARE AND APPLICATIONS, GAME PLAY/USAGE DATA, THIRD PARTY ACCOUNT AUTHORIZATION DATA, SESSION DATA, BROWSER IDENTIFIERS, CONNECTION TYPE AND CARRIER INFORMATION. YOU AGREE TO OUR USE OF COOKIES AS DESCRIBED HEREIN AND IN MORE DETAIL IN OUR COOKIE POLICY, WHICH EXPLAINS YOUR OPTIONS ON OUR USE OF COOKIES.

You also acknowledge and understand that ZeniMax offers the Game and conducts business in many countries. As a result, personal information collected from or submitted by you through a Game or otherwise may be transferred to and stored on servers and equipment located in a destination outside your country of residence.

The servers and equipment on which your data is stored and processed may be owned and operated by third parties with whom ZeniMax has contracted to receive, store and process your personal information. ZeniMax and those third parties that ZeniMax has designated, may further transfer, store and process your personal information on servers and equipment located in other countries. You should be aware that the data protection laws of other countries may not be the same as the data protection laws of your country of residence. This Section 5 shall survive the termination of this Agreement.

Monitoring and Updates.

If you request any technical support from ZeniMax, subject to your consent ZeniMax may remotely access and review the computer onto which you have loaded the Game Client for purposes of providing technical support and debugging. As further described in the ZeniMax Terms of Service, ZeniMax may update the Game remotely including without limitation the Game Client residing on your computer, and you hereby grant to ZeniMax your consent to deploy and apply such Updates.

You understand and agree that (a) any and all Game related character data is stored and is resident on ZeniMax computers and servers and (b) any and all communications that you make within the Game (including, but not limited to, messages solely directed at another player or group of players) traverse through ZeniMax computers and servers and may or may not be monitored by ZeniMax or ZeniMax's agents. You expressly consent to such monitoring of such communications that you send and receive. The ZeniMax Terms of Service and the ZeniMax Privacy Policy include further terms and conditions applicable to the accessing, monitoring and recording of activities and communications on and relating to the Service, including but not limited to when ZeniMax may report incidents to law enforcement and other authorities. All personal data collected and processing by ZeniMax as part of the activities set out in this clause 6 will be collected and processing accordance with the ZeniMax Privacy Policy[<https://bethesda.net/#/privacypolicy>] and the terms of the Agreement.

TERMINATION.

This End User License Agreement starts at the time you accept this End User License Agreement and it will remain effective until terminated. You may terminate this End User License Agreement at any time by (i) permanently destroying all copies of the Game in your possession or control and (ii) removing the Game Client from your hard drive. Subject to the Statutory Obligations (as defined in Section 1 of the ZeniMax Terms of Service), ZeniMax may terminate this End User License Agreement at any time for any reason or no reason (including at such time as ZeniMax elects to discontinue offering the Game). Upon termination by ZeniMax for any reason, all licenses granted in this Agreement (including in the ZeniMax Terms of Service) with respect to the Game that is the subject of this End User License Agreement shall immediately terminate and you must immediately do (i) and (ii) above. Termination for no reason will be communicated to you by ZeniMax.

EXPORT RESTRICTIONS.

The Game may not be exported, re-exported, downloaded or otherwise transferred (i) to or into (collectively, an "Export") any country which requires an Export license or which the United States Government prohibits Exports, including any such country subject to economic sanctions or (ii) to any person or entity prohibited from receiving goods or services of U.S. origin. 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. This Section 8 will survive the termination of this Agreement.

WARRANTY.

If you, the original purchaser, purchased the Game on a physical media (such as a disc) your use of the Game is subject to the limited warranty included with the manual or other packaging material that came with your purchase.

THE ZENIMAX TERMS OF SERVICE INCLUDE PROVISIONS REGARDING THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND GUARANTEES (SUBJECT TO THE STATUTORY OBLIGATIONS (AS DEFINED IN SECTION 1 OF THE ZENIMAX TERMS OF SERVICE)) AND SUCH PROVISIONS ARE INCORPORATED INTO THIS END USER LICENSE AGREEMENT BY THIS REFERENCE AND FORMS A PART OF THIS END USER LICENSE AGREEMENT AS IF SUCH PROVISIONS WERE FULLY RESTATED IN THIS END USER LICENSE AGREEMENT. THIS SECTION 9 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

With respect to software that is enabled for use on or over the Internet, you acknowledge that ZeniMax is not responsible for the Internet or whether it should continue to exist in its present form or whether or not a government or governmental agency, either foreign or domestic, will control, regulate or disband the Internet. Use of the Internet is at your sole risk.

LIMITATION OF LIABILITY, REIMBURSEMENT.

To the maximum extent permitted by applicable law, and subject to the Statutory Obligations (as defined in Section 1 of the Terms of Service), IN NO EVENT SHALL ZENIMAX OR ANY OF LICENSORS BE LIABLE FOR ANY (I) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT DAMAGES, (II) THIRD PARTY CLAIMS, OR (III) LOSS OR DAMAGE TO ANY SYSTEMS, HARDWARE OR SOFTWARE, RECORDS OR DATA, EVEN IF ADVISED OF OR AWARE OF THE POSSIBILITY OF ANY SUCH DAMAGES AND EVEN IF A LIMITED REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY. ACCORDINGLY, SOME OF THE ABOVE MAY NOT APPLY TO YOU.

THE ZENIMAX TERMS OF SERVICE INCLUDE OTHER PROVISIONS REGARDING THE LIMITATION OF LIABILITY AND REMEDIES (SUBJECT TO THE STATUTORY OBLIGATIONS (AS DEFINED IN SECTION 1 OF THE ZENIMAX TERMS OF SERVICE)) AND SUCH PROVISIONS ARE INCORPORATED INTO THIS END USER LICENSE AGREEMENT BY THIS REFERENCE AND FORMS A PART OF THIS END USER LICENSE AGREEMENT AS IF SUCH PROVISIONS WERE FULLY RESTATED IN THIS END USER LICENSE AGREEMENT.

If (i) you misuse the Game Service or breach this Agreement or (ii) any contributions, actions or omissions by you in connection with your use of the Game Service results in ZeniMax incurring any liabilities, damages, losses, costs and expenses (including without limitation attorneys' fees and court costs), then you agree to

reimburse ZeniMax and its affiliates and other participants of the Service from all such liabilities, damages, losses, costs and expenses. If a third party sues ZeniMax for either or both of (i) or (ii) above, ZeniMax reserves the right to control the defense and settlement of such third party lawsuit, and you agree to reimburse ZeniMax for the cost of the defense, including, but not limited to, reasonable and documented attorneys' fees.

This Section 10 shall survive termination of this Agreement.

CHANGES TO THE AGREEMENT. ZeniMax may replace this End User License Agreement with new versions (each a "New EULA") over time as the Game and the law evolve. This End User License Agreement will terminate immediately upon the introduction of a New EULA, and you will be given an opportunity to review the New EULA in accordance with the change provisions set out in the ZeniMax Terms of Service. New EULAs will not be applied retroactively. Your continued use of the Software and play of the Game after a modification of the EULA will be deemed as your acceptance of any modified terms.

U.S. GOVERNMENT RESTRICTED RIGHTS. The Game is a Commercial Item developed exclusively at private expense and comprised of "commercial computer software" and "commercial computer software documentation", as these terms are defined in the applicable acquisition regulations, including without limitation the Federal Acquisition Regulation ("FAR") at 48 C.F.R. 2.101. The Game is licensed to U.S. Government End Users subject to the terms of this Agreement, as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data) (for civilian agencies), and as specified in 48 C.F.R. 227.7202-3 and 48 C.F.R. 227.7202-4, consistent with 48 C.F.R. 227.7202 (for Department of Defense entities). Solely with respect to the U.S. Government's rights in the Game, this U.S. Government License Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision of the contract under which this Game is obtained. The Manufacturer is ZeniMax.

GOVERNING LAW.

For residents of North America, this Agreement and all Disputes (as defined in the Disputes Provision) shall be governed by the laws of the State of Delaware, USA, excluding its conflicts of laws rules and principles that would result in another State's or country's laws applying to this Agreement or any Disputes, and excluding the United Nations Convention on Contracts for the International Sale of Goods, the Uniform Computer Information Transactions Act ("UCITA"), and any laws based on UCITA. For clarity, the terms in this paragraph shall control over any conflicting terms in the ZeniMax Terms of Service, including without limitation any terms that would result in another State's or country's laws applying to this Agreement or any Disputes.

If you reside outside of North America, then this Agreement and all Disputes shall be governed by the laws of England, excluding its conflicts-of-law rules and principles that would result in another State or country's laws applying to this Agreement or any Disputes, and excluding the United Nations Convention on Contracts for the International Sale of Goods. Local mandatory laws may be applied.

Notwithstanding the Disputes Provision, you agree that ZeniMax shall be entitled to injunctive relief, specific performance and equitable remedies with respect to breaches of Sections 1 or 3 of this Agreement, in addition to such other remedies as ZeniMax may otherwise have under applicable law.

This Section 13 will survive the termination of this Agreement.

MISCELLANEOUS. This End User License Agreement along with the ZeniMax Terms of Service, ZeniMax Privacy Policy and the ZeniMax Code of Conduct constitute and contain the entire agreement between you and ZeniMax with respect to the subject matter hereof and supersedes any prior oral or written agreements. This End User License Agreement shall coexist with, and shall not supersede, the ZeniMax Terms of Service or the ZeniMax Privacy Policy. To the extent that the provisions of this End User License Agreement conflict with the provisions of the ZeniMax Terms of Service, and unless expressly indicated otherwise in this Agreement, the conflicting provisions in this End User License Agreement shall control and shall govern. Except as specifically provided in the Disputes Provision, if any part of this Agreement 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 such part, and the remaining portions of this Agreement shall remain in full force and effect. The failure of ZeniMax to exercise or enforce any right or provision of this Agreement will not constitute waiver of such right or provision. Any waiver of any provision of this Agreement will be effective only if in a writing signed by ZeniMax. You agree that this Agreement and ZeniMax's enforcement of this Agreement, are not intended to confer and do not confer any rights or remedies upon any person other than you and ZeniMax. This Section 14 shall survive the termination of this Agreement for any reason.

I hereby acknowledge that I have read and understand all the terms and conditions in this Agreement and agree that by clicking "Agree", installing the Game Client or otherwise playing the Game I am acknowledging my agreement to be bound by all the terms and conditions of this Agreement.