



Epic Marketplace Content License Agreement

This Epic Marketplace Content License Agreement (“**Agreement**”) applies to your use of certain digital assets (“**Content**”) made available through Epic’s online digital asset marketplace (the “**Epic Marketplace**”). This Agreement is a legal agreement between you and the Content Licensor.

When we say “**Epic**” we are referring to the Epic entity for your region as defined in Section 9. When we say “**you**,” “**your**,” or “**yourself**,” we mean you as an individual or the legal entity exercising rights under this Agreement through you. When we say “**Content Licensor**,” “**we**” or “**us**,” we are referring to the party granting you a limited license to the Content. Epic may not be the Content Licensor. See Section 1(b) for how to identify the Content Licensor.

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS A CLASS-ACTION WAIVER PROVISION. IF YOU ACCEPT THIS AGREEMENT, YOU AND EPIC AGREE TO RESOLVE DISPUTES ONLY IN YOUR INDIVIDUAL CAPACITIES AND NOT AS PART OF A CLASS ACTION (SEE SECTION 15(b)). YOU HAVE A TIME-LIMITED RIGHT TO OPT OUT OF THIS WAIVER. BY AGREEING TO THE TERMS OF THIS AGREEMENT, YOU ARE ALSO AGREEING TO CONTRACTUAL TERMS THAT WILL LIMIT SOME OF YOUR LEGAL RIGHTS, INCLUDING A JURY WAIVER, A DISCLAIMER OF WARRANTY, AN EXCLUSION OF CERTAIN KINDS OF DAMAGES, AND A LIMITATION OF LIABILITY.

Buying Content Through an Epic Marketplace

MARKETPLACE CONTENT

Epic’s Role in the Epic Marketplace. Epic and its affiliates or subsidiaries operate the Epic Marketplace and may allow you to add Content to your library, either by purchasing the Content or by adding it to your library at no charge (each time you add Content to your library, a “**Transaction**”). Your use of the Epic Marketplace is subject to Epic’s Terms of Service <https://www.epicgames.com/tos> and any supplemental terms related to the Epic Marketplace that you have agreed to. This Agreement does not supersede, amend or otherwise affect other agreements you may have with Epic.

Receiving a License to Content. When you complete a Transaction for Content, you are granted a license to that Content by the Content Licensor. The Content Licensor may be Epic or another party who uploaded the Content to the Epic Marketplace. When a party other than Epic is the Content Licensor, the Content Licensor will be identified in the Epic Marketplace before you complete your Transaction (e.g., the Content Licensor may be identified in the description for Content in the Epic Marketplace.) If a Content Licensor is not identified in the Epic Marketplace, Epic is the Content Licensor for that Content.

What is Being Sold. When we say in this Agreement that Content is “purchased,” we mean that a license to the Content is purchased by you. You are not granted ownership of any Content offered for sale or sold on the Epic Marketplace.

License Agreements. Each time you complete a Transaction, you enter into (or reaffirm your prior agreement to) this Agreement with each Content Licensor granting you a license from that Transaction. This means you enter into this Agreement with each Content Licensor who grants you a license.

CONTENT LICENSE GRANT

License Tiers. Content may be offered at different license tiers, and before completing a Transaction you may be required to select between a Personal - Reference Only tier, a Personal tier, and a Professional tier (each a “**License Tier**”). The License Tier you select will, as explained in this Agreement, have an impact on what license you are granted to the Content. You are only eligible for a Personal - Reference Only tier or Personal tier if, at the time of the Transaction you, together with any controlling entity and other entities under common control with you, have not generated more than \$100,000 USD in gross revenue from commercial activity in the last 12 months. For purposes of this calculation, revenue includes any advances received or other funds raised. If you complete a Transaction for a License Tier you are not eligible for, you must, upon request, pay Epic the remainder of what you would have owed had you purchased a License Tier you were eligible for.

Standard Content License. Except as stated in Section 2(c), when you complete a Transaction for a License Tier you are eligible for, the Content Licensor grants you a Standard License (as defined in Section 3(a)) to share and use the Content that was the subject of the Transaction.

Alternative License. The Epic Marketplace may identify Content as being offered under an open source license. When you complete a Transaction for such Content, the Content Licensor grants you a license for the Content under the open source license identified (“**Alternative License**”). You are not granted a Standard License to such Content. If the Content is being offered subject to an Alternative License, the Alternative License will be identified in the Epic Marketplace. Any high-level description of Alternative Licenses offered in the Epic Marketplace are for your convenience only and do not alter the terms of this Agreement or the Alternative License you are granted, and are not offered as an opinion or advice.

Content Formats. When you receive a Standard License, the license you are granted may allow you to access the Content as a source asset, as a reference asset, or as both a source asset and a reference asset. The formats in which you are permitted to access the Content depends on which license and License Tier you are granted:

Standard License under a Personal - Reference Only tier: you may access the Content as a reference asset only
Standard License under a Personal or Professional tier: you may access the Content as both a source asset and a reference asset

Creative Commons License: you may access the Content in the formats designated by the Content Licensor
Source assets are files that contain full copies of the Content in Unreal Engine format and possibly other formats (as listed), which can be modified and incorporated into your projects. Reference assets are files that contain snapshots of the Content and a universal resource identifier that identifies where the Content may be hosted by the Content Licensor. When a reference asset is included as a dependency in a project you upload to an online platform, a compatible platform may be able to retrieve a full copy of the Content using the universal resource identifier and incorporate it into your project. Your use of online platforms is subject to any agreements you have entered into with the platform operator and this Agreement does not supersede, amend, or otherwise affect agreements you may have with the platform operator.

Who Owns What. As between you and us, you own all rights, other than rights in the Content, in anything you make with the Content under this agreement and we or our licensors own all title, ownership rights, and intellectual property rights in the Content.

Using and Sharing Content Under a Standard License

HOW YOU CAN USE CONTENT TO DEVELOP PROJECTS

License Grant. A “**Standard License**” grants you a non-exclusive and non-transferable license to privately use, reproduce, display, perform, and modify the Content in accordance with the terms of this Agreement. This means that as long as you are not violating this Agreement, such as by using the Content in violation of any applicable law or regulation or for any unlawful purpose, you can privately use the Content however you want under a Standard License. If you want to share the Content or anything you make with it, Sections 4 and 5 address when and how you can do that.

Re-download of Content. You may have the opportunity to download Content from the Epic Marketplace after completing a Transaction. As a convenience to you, we may also make some Content available for re-download through the Epic Marketplace. However, we do not guarantee that you will be able to always re-download or re-access Content from the Epic Marketplace. For this reason, we encourage you to backup Content you have purchased.

HOW YOU CAN SHARE PROJECTS YOU’VE MADE WITH CONTENT

Projects. If, under a Standard License, you develop projects that (i) are made using the Content or (ii) combine the Content with any other software or content, regardless of how much or little of the Content is used (collectively “**Projects**”), you may only Distribute those Projects as expressly permitted under this Agreement. “

Distribute” means, with respect to a Project, to provide or otherwise make a copy of the Project available publicly or to any other person or entity or make the Project’s functionality available on a network.

Distributing Linear Media Projects. Subject to any applicable restrictions in Section 6 (Content Use Restrictions), you may freely Distribute a Project that is a rendered linear media product. This means, for example, you may freely Distribute:

rendered video files (e.g., broadcast or streamed video files, cartoons, movies, or images) and images created using Content.

Distributing Other Projects. Subject to any applicable restrictions in Section 6 (Content Use Restrictions), you may Distribute a Project that incorporates Content as an included dependency to end users. When you make such a Distribution, you may, however, only authorize end users to make use of Content solely as incorporated in the Project in object code and you must restrict end users from extracting or otherwise using Content outside of the Project.

You may use third parties to market and Distribute a Project on your behalf in accordance with this Agreement. This means, for example, you may Distribute software applications (such as video games) that include Content to the general public, whether directly by you or through a distributor or publisher. You and your end users may also (i) use the Content as incorporated into the Project in promotional materials featuring the Project, and (ii) to develop systems to protect against prohibited content or activity.

HOW YOU CAN SHARE CONTENT ON ITS OWN

Sharing of Content. Under a Standard License, you may not Distribute Content on a standalone basis to third parties except to your collaborators (either directly or through a third-party repository) who are utilizing the Content in good faith to develop a Project with you or on your behalf. This means, for example, that you may

share Content with your employees, affiliates, and contractors in a private online repository while you work on a Project together. Those collaborators you share Content with are not permitted to further Distribute the Content (including as incorporated in a Project) and must delete the Content once it is no longer needed for developing a Project with you or on your behalf. You are responsible for ensuring that any third parties you share Content with comply with the terms of this Agreement. You are solely liable for any violation of this Agreement by collaborators with respect to any Content you share.

Content Use Restrictions

STANDARD LICENSE RESTRICTIONS

Non-Compatible Licenses. You may not, and may not permit others to, combine, Distribute, or otherwise use Content licensed to you under a Standard License with any code or other content which is covered by a license that would directly or indirectly require that all or part of the Content be governed under any terms other than those of this Agreement. This means, for example, that you may not combine Content under a Standard License with code or content that is licensed under any of the following licenses: GNU General Public License (GPL), Lesser GPL (LGPL) (unless you are merely dynamically linking a shared library), or Creative Commons Attribution-ShareAlike License.

General Restrictions. For any Content licensed to you under a Standard License, you may not:

- attempt to reverse engineer, decompile, translate, disassemble, or derive source code or data from the Content;
- sell, rent, lease, or transfer the Content on a “stand-alone basis” (this means, for example, Projects you Distribute must reasonably add value beyond the value of the Content and the Content must be merely a component of the Project and not the primary focus of the Project);
- allow any third party to incorporate Content into their own products, services, or other projects (this means, for example, that you may not make Content available in world- or level-editing tools or templates or other modeling tools that allow works to be exported);
- use the Content in violation of applicable law;
- use the Content in any manner which violates the rights of a third party;
- remove, disable, circumvent, or modify any proprietary notice or label included in the Content;
- use NoAI Content (i) in datasets utilized by Generative AI Programs; (ii) in the development of Generative AI Programs; or (iii) as training inputs to Generative AI Programs. See Section 16(l) for the definitions of NoAI Content and Generative AI Programs; or
- use Content designated as “UE-Only Content” to develop Projects built using creator tools other than Unreal Engine or Unreal Editor for Fortnite.

Our Relationship

THIS AGREEMENT BETWEEN YOU AND THE CONTENT LICENSOR

Amendments. If we make changes to this Agreement, you are not required to accept the amended version. Until you accept the amended version, this Agreement will continue to apply. However, you may not be permitted to log in to your Epic account, access the Epic Marketplace, or re-download Content until you have accepted the amended Agreement. Any such amendment will only be effective when communicated to you by Epic.

If you accept an amended Agreement, the amended terms will apply to your use of Content including Content that you downloaded under any prior version of this Agreement.

Alternative Terms. This Agreement does not supersede, amend, or otherwise affect other agreements you may have with us or, if Epic is not the Content Licensor, Epic. For example, if Epic grants you a license to use Content to develop one or more products under a custom license, that custom license and not this Agreement governs your use of the Content.

Notice. Where this Agreement calls for notice from us, including written notice, we may provide notice to you through the Epic Marketplace or by any email address that you've provided to us or, if Epic is not the Content Licensor, to Epic. Where this Agreement calls for notice to Epic, including written notice, you may provide notice to Epic by emailing legal@epicgames.com. Notices, when provided to you through the Epic services, will be effective when you access the Epic services, and when sent by email, will be effective when the email is sent.

WHO ARE YOU?

You. When you accept this Agreement on behalf of another person or entity, (i) all references to "you" throughout this Agreement will include, and this Agreement will be binding on, that person or entity, and (ii) in the event you or that person or entity violates this Agreement, that person or entity agrees to be responsible to us.

Eligibility. You must be of the age of legal majority where you live to enter into this Agreement. You must not be or be acting on behalf of any person or entity that is (i) on the Specially Designated Nationals and Blocked Persons List or other similar lists maintained by any U.S. government entity pursuant to economic sanctions laws or (ii) located in, organized in, or ordinarily resident in any country or territory that is subject to a U.S. embargo.

Epic Account. In order to access and download the Content, you must first set up an account with Epic, which will be governed by Epic's Terms of Service ([epicgames.com/tos](https://www.epicgames.com/tos)).

WHO IS EPIC?

The Epic entity for your region corresponds to where you live (or where your primary place of business is), as set forth below:

If you live (or your primary place of business is) in the United States of America, the Epic entity entering into this Agreement with you is Epic Games, Inc.

If you live (or your primary place of business is) outside the United States of America, the Epic entity entering into this Agreement with you is Epic Games Commerce GmbH.

PRIVACY

Please review the Privacy Policy at [epicgames.com/privacypolicy](https://www.epicgames.com/privacypolicy) for information about how Epic may collect, use, and share information when you access or use Content.

Other Rights and Obligations

REPRESENTATIONS AND WARRANTIES

Your Representations and Warranties. You represent and warrant that you meet all the eligibility criteria stated in Section 8(b). When you accept this Agreement on behalf of another person or entity, you additionally represent and warrant that you are authorized to accept this Agreement on that person's or entity's behalf.

DISCLAIMERS

Who This Section Applies To. Nothing in this Agreement will prejudice any statutory rights that you have that may not be waived. Some countries, states, provinces or other jurisdictions do not allow the exclusion of certain

warranties or the limitations of liability as stated in this and the next section, so the below terms may not fully apply to you. In those jurisdictions, the exclusions and limitations below apply only to the extent permitted by the applicable laws of such jurisdictions.

Disclaimers. THE CONTENT IS PROVIDED “AS IS” AND “AS AVAILABLE.” AND YOUR USE OF THE CONTENT IS AT YOUR SOLE RISK. NONE OF THE CONTENT LICENSOR, ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS, AND, IF EPIC IS NOT THE CONTENT LICENSOR, EPIC (“**CONTENT LICENSOR PARTIES**”) MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, TO YOU REGARDING THE CONTENT. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, THE CONTENT LICENSOR PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. THE CONTENT LICENSOR PARTIES DO NOT WARRANT THAT THE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU AND THE CONTENT LICENSOR ACKNOWLEDGE AND AGREE THAT THE FOREGOING WARRANTY DISCLAIMERS WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

LIMITATION OF LIABILITY.

No Special, Punitive, Incidental, Indirect, or Consequential Damages. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE CONTENT LICENSOR PARTIES WILL NOT BE LIABLE FOR ANY LOSS OF PROFITS OR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

Limitation of Liability. FURTHER, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE CONTENT LICENSOR PARTIES’ AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE GREATER OF (i) \$1,000 AND (ii) THE TOTAL AMOUNTS YOU HAVE PAID (IF ANY) FOR CONTENT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. SEEKING DAMAGES AS LIMITED BY THIS SECTION 13 SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY ACT OR OMISSION OF THE CONTENT LICENSOR PARTIES. YOU AND THE CONTENT LICENSOR ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY AND EXCLUSIONS OF POTENTIAL DAMAGES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

INDEMNIFICATION

Who This Section Applies To. This section only applies to the extent allowed by the applicable laws of your jurisdiction. If the applicable laws of your jurisdiction do not allow you to enter into the indemnification obligation below, then you assume, to the extent permitted by the applicable laws of your jurisdiction, all liabilities, damages, judgements, awards, losses, costs, expenses, and fees (including reasonable attorney and expert witness fees) that are the stated subject matter of the indemnification obligation below.

Your Indemnification of Epic. You agree to indemnify and hold harmless the Content Licensor Parties from and against all liabilities, damages, judgments, awards, losses, costs, expenses, and fees (including reasonable attorney and expert witness fees) arising out of or in connection with any third-party claims, demands, or actions (i) that, if true, would involve a breach by you of this Agreement (including, without limitation, any distribution or sublicensing of the Content in violation of this Agreement) or (ii) related to your Project or your exercise of a license granted to you by the Content Licensor (except to the extent the third party is alleging your authorized use of unmodified Content that was created by Epic and originally provided to you by Epic under this Agreement

infringes any patent, trademark, or copyright). At the Content Licensor's request, you will defend any such claims made against the Content Licensor. Should Epic not be the Content Licensor, at Epic's request you will defend against any such claims made against Epic.

DISPUTE RESOLUTION.

Governing Law. This Agreement is governed by and will be interpreted under North Carolina State law, without regard to conflict of law rules (whether of the State of North Carolina or any other jurisdiction). You and the Content Licensor (i) submit to the exclusive jurisdiction of the Superior Court of Wake County, North Carolina, or, if federal court jurisdiction exists, the United States District Court for the Eastern District of North Carolina, (ii) waive any jurisdictional, venue, or inconvenient forum objections to such courts (without affecting either party's rights to remove a case to federal court if permissible), as well as any right to a jury trial and (iii), when Epic is the Content Licensor, agree that any service of process may be affected by delivery of the summons in the manner provided in the delivery of notices set forth in Section 7(c) above. The Convention on Contracts for the International Sale of Goods will not apply. Any law or regulation which provides that the language of a contract will be construed against the drafter will not apply to this Agreement. This paragraph will be interpreted as broadly as applicable law permits.

No Class Action. To the maximum extent permitted by applicable law, you and Epic agree to only bring disputes arising out of or related to this Agreement in an individual capacity and will not: seek to bring, join, or participate in any class or representative action, collective or class-wide arbitration, or any other action where another individual or entity acts in a representative capacity (e.g., private attorney general actions); or consolidate or combine individual proceedings or permit another to do so without the express consent of all parties to this Agreement.

You have the right to opt-out of this class action waiver within 30 days of the date on which you first accepted this Agreement unless a longer period is required by applicable law. To exercise this right, you must send written notice of your decision to the following address: Epic Games, Inc., Legal Department, ATTN: CLASS ACTION OPT-OUT, Box 254, 2474 Walnut Street, Cary, North Carolina, 27518, U.S.A. Your notice must include your name, mailing address, and account name, and state that you wish to opt-out of this class action waiver. To be effective, this notice must be received by Epic and postmarked or deposited within 30 days of the date on which you first accepted this Agreement. You are responsible for ensuring that Epic receives your opt-out notice, so you may wish to send it by a means that provides for a delivery receipt.

MISCELLANEOUS

U.S. Government Matters; Export Control. The Content is a "Commercial Product" (as defined at 48 C.F.R. §2.101), consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation" (as used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable). The Content will only be licensed to U.S. Government end users as Commercial Products and with only those rights as are granted to other licensees under this Agreement.

You understand and agree that the Content may not be used, accessed, downloaded, or otherwise exported, reexported, or transferred in violation of applicable export control, economic sanctions, and import laws and regulations, such as the U.S. Export Administration Regulations and U.S. Department of the Treasury's Office of Foreign Assets Control regulations.

Assignment. You may not assign your rights or obligations under this Agreement without Epic's prior written

approval. Any attempted assignment in violation of the foregoing will be void. We may assign this Agreement, in whole or in part, with or without notice to you. Subject to the foregoing, this Agreement shall inure to the benefit of the parties and their respective successors and permitted assigns.

Independent Contractors. You and the Content Licensor are independent contractors and are not the legal representative, agent, joint venturer, partner, or employee of the other party.

Section Headings. The section headings used in this Agreement are intended primarily for reference and have no interpretive value.

Entire Agreement. This Agreement and any document or information referred to in this Agreement constitute the entire agreement between you and Content Licensor relating to the subject matter covered by this Agreement. All other communications, proposals, and representations with respect to the subject matter covered by this Agreement are excluded.

No Waiver. Any act by Content Licensor or, when Epic is not the Content Licensor, Epic to exercise, or failure or delay in exercise of, any of its rights under this Agreement, at law or in equity will not be deemed a waiver of those or any other rights or remedies available in contract, at law or in equity.

Severability. If any portion or provision of this Agreement is found to be invalid or otherwise unenforceable by a court of competent jurisdiction, that portion or provision will be enforced to the fullest extent possible consistent with the intention of the parties. If a portion or provision is found to be incapable of enforcement by a court of competent jurisdiction, that portion or provision will be deemed to be deleted from this Agreement, while the remainder of this Agreement remains in full force and effect.

Remedies. Unless stated otherwise, a party's choice of remedies under this Agreement are not exclusive of any other remedies, and all remedies are cumulative. Breaches of certain sections of this Agreement would cause significant and irreparable harm to the nonbreaching party, the extent of which would be difficult to ascertain. Accordingly, in addition to any other remedies (including, without limitation, equitable relief) to which the party claiming breach may be entitled, in the event of a breach by the other party or any of its employees or contractors of any such sections of this Agreement, the party claiming breach may be entitled to the immediate issuance without bond of ex parte injunctive relief or, if a bond is required under applicable law, on the posting of a bond in an amount not to exceed \$50,000, enjoining any breach or threatened breach of any or all of such provisions.

Translations. To the fullest extent permitted by applicable law, the controlling language for this Agreement is English. It is the express wish of the parties that this Agreement and all related documents have been drawn up in English. Any translation has been provided for your convenience.

No Third-Party Beneficiaries. If Epic is not the Content Licensor, Epic is a third-party beneficiary to this Agreement. Except as otherwise stated in this section, there are no other third-party beneficiaries to this Agreement and that this Agreement does not confer any rights or remedies on any person or entity other than the parties.

Obligations Subject to Law. Content Licensor's obligations are subject to existing laws and legal process, and Content Licensor may comply with law enforcement or regulatory requests or requirements despite any contrary term in this Agreement.

Artificial Intelligence.

Content that May Not be Used As Training Input Into Generative AI Programs. Content that is tagged with "NoAI" in the Epic Marketplace at the time of your Transaction is "NoAI Content." Under a Standard License, you may not use NoAI Content (a) in datasets utilized by Generative AI Programs, (b) in the development of Generative AI Programs, or (c) as training inputs to Generative AI Programs.

For purposes of this Agreement, “Generative AI Programs” means artificial intelligence, machine learning, deep learning, neural networks, or similar technologies designed to automate the generation of or aid in the creation of new content, including but not limited to audio, visual, or text-based content. Programs do not meet this definition of Generative AI Programs where they, by non-limiting example, (a) solely operate on the original content; (b) generate tags to classify visual input content; or (c) generate instructions to arrange existing content, without creating new content.

Content Created With Generative AI Programs. Epic Marketplace policies require Content Licensors to tag Content with “CreatedWithAI” when it was created using Generative AI Programs. For this policy, Content is considered to be created using Generative AI Programs where a material portion of the Content is generated with Generative AI Programs, whether characters, backgrounds, or other material elements. Content is not considered to be created using Generative AI Programs merely for use of features that solely operate on the Content (e.g., content-aware fill) or that don’t introduce material Generative AI elements into a work (e.g., AI based image upscaling). Content Licensor is solely responsible for complying with this requirement.