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Editor End User License Agreement (Global EULA)

This document is available for download here: <https://legal.wbgames.com/editor/index.html>

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The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall be governed by the laws of the country of your habitual residence.

Any action or proceeding brought to adjudicate any dispute related to this Agreement or the Licensed Materials shall be subject to the non-exclusive jurisdiction of the courts of the country of your habitual residence, unless otherwise agreed in writing by both parties.

## 13. U.S. Government Matters

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You represent and warrant to WB Games that you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties.

## 14. Amendments of this Agreement

WB Games may change or amend this Agreement at any time and from time to time if there is a valid reason to do so and insofar as the change or amendment is reasonable taking into account the interests of both contractual parties ("Amended Agreement"). WB Games will notify you of such Amended Agreement within reasonable notice before it comes into force upon any reasonable means of notification qualifying as a durable medium, with the understanding that the form of reasonable notice shall be determined by WB Games in its discretion. If any Amended Agreement is not acceptable to you, you must terminate this Agreement and must stop using the Software, the Content, and all other Licensed Materials before the Amended Agreement comes into force. Your continued use of the Software, the Content, or any other Licensed Materials will demonstrate your acceptance of the Amended Agreement.

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If your habitual residency is in Germany, the following applies instead of the above: You may not, without the prior written consent of WB Games, assign any of your rights or obligations under this Agreement. This does not apply to any monetary claims you may have against WB Games or if your legitimate interest in the assignability of the right outweighs WB Games' legitimate interest in the exclusion of the assignment. WB Games may at any time assign, transfer, charge, or sub-contract all or any of its rights or obligations under this Agreement but if this is the case, you have the right to terminate this Agreement.

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The below terms apply, in addition to the Agreement, if you are a resident of France. As a consumer, you benefit from a legal guarantee of conformity and a legal guarantee for hidden defects on the Licensed Materials.

## Legal guarantee of conformity

Where the digital content or service is provided on a one-off basis: In the event of a lack of conformity, the consumer has a period of two (2) years from the date of supply of the digital content or service to obtain the implementation of the legal guarantee of conformity. During a period of one (1) year from the date of supply, the consumer is only required to establish the existence of the lack of conformity and not the date of its appearance.

The legal guarantee of conformity implies the obligation to provide all updates necessary to maintain the conformity of the digital content or service.

If the digital content or service is provided on a continuous basis: You have the right to enforce the legal guarantee of conformity in the event of the appearance of a lack of conformity during the entire period of supply of the digital content or service from the beginning of the supply of the digital content or service. During this period, the consumer is only required to establish the existence of the lack of conformity and not the date of its appearance.

The legal guarantee of conformity implies the obligation to provide all updates necessary to maintain the conformity of the digital content or service during the entire period of supply of the digital content or service.

The legal guarantee of conformity gives the consumer the right to have the digital content or service brought into conformity without undue delay following his/her request, free of charge and without major inconvenience to him/her.

The consumer may obtain a price reduction by keeping the digital content or service, or a rescission of the contract with a full refund in exchange for the waiver of the digital content or service, if:

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- 2° The conformity of the digital content or service is unjustifiably delayed;
- 3° The digital content or service may not be brought into conformity without cost to the consumer;
- 4° The conformity of the digital content or service causes major inconvenience to the consumer;
- 5° The non-conformity of the digital content or service persists despite the professional's unsuccessful attempt to bring it into conformity.

The consumer is also entitled to a price reduction or rescission of the contract where the lack of conformity is so serious as to justify immediate price reduction or rescission of the contract. The consumer is then not obliged to ask for the digital content or service to be brought into conformity beforehand.

In cases where the lack of conformity is minor, the consumer has the right to rescind the contract only if the contract does not provide for payment of a price.

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Legal guarantee for hidden defects

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Editor End User License Agreement (US EULA)

This document is available for download here: <https://legal.wbgames.com/editor/index.html>

Last updated: January 2025

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## 11. Privacy

11.1 By downloading or using the Licensed Materials, you hereby automatically consent to the terms and conditions in WB Games' privacy notice found here: <https://www.wbd.com/privacy-notice>, to the extent promulgated, and as it may be updated from time to time, with regard to the collection, use and sharing of any of your personal information or other data.

11.2 You acknowledge that the Software or Licensed Material may collect and send to WB Games anonymous hardware and usage data from the device on which you use the Software or Licensed Material. This functionality is used by WB Games to improve the Software and Licensed Materials and for the Company's other business purposes.

11.3 Each User hereby grants to the Company, a non-exclusive, worldwide, perpetual, assignable, sub-licensable, transferable, fully paid up right and license to use in any de-identified format any User Content (as defined below) in the normal course of Company's business, including without limitation for the following purposes: (i) for statistical analysis, industry trend analysis, and/or evaluating the efficiency of the features and functionalities of the Software, Licensed Material, or other applications, products or services developed by Company; (ii) for any marketing, advertising or other methods of promoting (in digital, print or in any other media) the Software, Licensed Material, or other applications, products or services of Company; and/or (iii) for any other purposes that support and promote Company's overall business. For purposes of this Agreement, the term "User Content" means any information, data, images, or other content owned or controlled by the User that is used by the User in the course of using the Software, Licensed Material, or other applications, products, or services of Company.

## 12. Termination

Without limiting any other rights of WB Games, and to the fullest extent permissible under applicable law, WB Games may suspend or terminate this Agreement and/or your access to any aspects of the Software, Licensed Materials, Mods, and/or Third-Party Services at any time including if WB Games determines, in its sole discretion, that you fail to comply with any of the terms and conditions in this Agreement. You may stop using the Licensed Materials and related services at any time and terminate this Agreement by destroying and/or deleting all copies of the Licensed Materials in your possession. Upon any termination, the License will automatically terminate, you may no longer exercise any of the rights granted to you by the License, and you must destroy and/or delete all copies of the Licensed Material in your possession or control.

Sections 2, 4, and 6-18 of this Agreement will survive any termination of this Agreement.

### 13. Dispute Resolution

a. Informal Resolution If a dispute arises between you and us, you agree to first provide us with notice of your complaint via email to [legal@wb.com](mailto:legal@wb.com) so that the parties may attempt to resolve the dispute informally within sixty (60) days from the date your complaint is received.

b. Applicable Law and Venue Except as otherwise provided herein, this End User License Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California, as they are applied to agreements entered into and to be performed entirely within California, excluding only the California body of laws concerning conflicts of law. Except as provided below, you consent to the exclusive jurisdiction of the state and federal courts located in Los Angeles County, California, including for any action seeking to compel arbitration or vacate an arbitral award, and consent to the personal jurisdiction of such courts. You also acknowledge and agree that any applicable state law implementation of the Uniform Computer Information Transactions Act (including any available remedies) will not apply to these Terms and is hereby disclaimed.

#### c. Arbitration Agreement

1. Arbitration With the exception of class actions, small claims court filings, or actions for preliminary injunctive relief (as further discussed below), any other dispute of any kind between you and WB Games arising under this Agreement or in connection with your use of the Game ("Dispute(s)"), if unresolved through the informal process outlined above, will be resolved by binding arbitration in Los Angeles County, California. If you are an individual consumer using the Game primarily for personal reasons such as to view entertainment content (an "Individual Consumer"), and you are located within the United States, you may alternatively select your state of residence as the place of arbitration, but all other actions remain subject to the venue and choice of law provisions in the Governing Law Section (b. Applicable Law and Venue). The arbitrator presiding over a Dispute will be a retired judge or justice of any state or federal court with substantial experience in the subject matter relevant to the matter in dispute and will follow California law, exclusive of conflict or choice of law rules, in adjudicating the dispute. The parties acknowledge that this EULA evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement will be governed by the Federal Arbitration Act. The parties agree that the arbitrator presiding over a Dispute will be instructed, whenever practicable, to resolve threshold legal issues by way of motions filed by the parties. The parties also agree that they will follow JAMS'

streamlined arbitration rules and procedures then in effect in arbitrating any Dispute, except to the extent that the JAMS rules are inconsistent with this Governing Law Section (c. Arbitration Agreement) including the class action waiver described below. The JAMS rules are available at [www.jamsadr.com](http://www.jamsadr.com). The arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve all Disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this EULA, including, but not limited to, any claim that all or any part of this EULA is void or voidable, or whether a claim is subject to arbitration. The arbitrator will be empowered to grant whatever relief would be available in a court under law or in equity, other than class relief. The arbitrator's award will be written, and binding, on the parties and may be entered as a judgment in any court of competent jurisdiction. If you are an Individual Consumer, WB Games will pay all arbitration administrative fees and fees for the arbitrator's services, other than the \$250 filing fee required for you to initiate a claim. If you are an Individual Consumer and the claim you wish to assert against us is for less than \$10,000 then, at your election, (i) the arbitration may proceed in-person, by telephone, or by written briefs or (ii) you may in lieu of arbitration bring your claim in small claims court. If either party files a claim in state or federal court that is required by this EULA to have been brought to arbitration, then the other party will be entitled to such party's reasonable attorneys' fees incurred in successfully compelling arbitration. Both parties reserve the right to seek a preliminary injunction or temporary restraining order from a federal or state court located in Los Angeles County, California. However, after such request for relief has been adjudicated by such court, the remainder of the Dispute will be resolved by binding arbitration as set forth herein.

2. Class Action Waiver YOU AND WB GAMES AGREE THAT DISPUTES WILL BE RESOLVED ON AN INDIVIDUAL BASIS AND THAT ANY CLAIMS BROUGHT UNDER THIS EULA OR IN CONNECTION WITH THE GAME MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITIES, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. The parties further agree that they will not participate in any class action (existing or future) brought by any third party arising under this Agreement or in connection with the Game. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration hereunder can proceed on a class-wide basis, then such class action is not subject to arbitration and must be litigated in state or federal court in Los Angeles County, California.

3. Opt-Out If you are an Individual Consumer, you may opt-out of this Governing Law Section (c. Arbitration Agreement) within thirty (30) days of first accepting this EULA by fully and accurately completing the Opt Out form found here: <http://pages.warnerbros.com/arbitration-opt-out-wb>, including providing: (i) your full legal name, (ii) your complete mailing address, (iii) your phone number, (iv) if applicable, the username associated with your Account; and (v) the date of your initial use of the Game.

4. U.S. Government Matters

The Software, Licensed Materials, and Mods are "Commercial Items" (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 Software, Licensed Materials, and Mods are being licensed to U.S. Government end users only as Commercial Items and with only those rights as are

granted to other licensees under this Agreement.

## 15. Amendments of this Agreement

15.1 WB Games may update, change, amend, or remove any part of this Agreement at any time and from time to time ("Amended Agreement"). WB Games will endeavor to provide you advance notice by any reasonable means of notification of such Amended Agreement, with the understanding that the form of reasonable notice shall be determined by WB Games in its discretion and may include posting the Amended Agreement on its and/or Epic's website or by providing you with digital access to the Amended Agreement when you next access the Software or Licensed Materials. If any Amended Agreement is not acceptable to you, you may terminate this Agreement and must stop using the Software, Licensed Materials, and any Mods.

15.2 WB Games may make commercially reasonable updates to the Licensed Materials from time to time. WB Games may remove, limit, restrict, or otherwise discontinue the Licensed Materials (or any portion or component thereof) in any territory or region. If WB Games discontinues or makes any changes to the Licensed Materials that would materially decrease the functionality of such products and services, WB Games will use commercially reasonable efforts to inform you of the change with reasonable advance notice before it goes into effect. Nothing in this Agreement limits WB Games' ability to make changes required to comply with applicable law, address a material security risk, avoid any actual or alleged infringement of a third party's intellectual property rights, or avoid a substantial economic or material technical burden.

## 16. No Assignment

You may not, without the prior written consent of WB Games, assign, transfer, charge, or sub-contract any of your rights or obligations under this Agreement, and any attempt without that consent will be null and void. If restrictions on transfer of the Licensed Materials in this Agreement are not enforceable under the law of your country, then this Agreement will be binding on any recipient of the Licensed Materials. WB Games may at any time assign, transfer, charge, or sub-contract all or any of its rights or obligations under this Agreement.

## 17. Definitions

As used in this Agreement, the following capitalized words have the following meanings: "Content" means any artwork or other content asset that WB Games makes available for you to access or download through the Editor for your use with the Editor.

"Editor" means the HOGWARTS LEGACY -specific version of the Unreal Editor that WB Games makes available for you to access or download through Marketplace for your use with the Software, and any patches, updates, upgrades and documentation for such application. The Editor includes tools, editing software, in-game functionality, or other features provided by WB Games to edit the Software and Content to create Mods under the License. WB Games and its licensors own all intellectual property rights in and to the Editor. The term "Editor" specifically does not include (i) other versions of the Unreal Editor, (ii) Content or (iii) the Software.

"Epic" means Epic Games, Inc., a Maryland Corporation having its principal business offices at Box 254, 2474 Walnut Street, Cary, North Carolina, 27518, U.S.A. and its affiliated and subsidiary companies.

"Feedback" means any feedback or suggestions that you provide to WB Games regarding the Licensed

Materials, Software, or Mods.

"Licensed Materials" means the Content and Editor.

"Marketplace" means a digital marketplace maintained by Epic or its affiliates, Epic's GitHub Unreal® Engine Network, the Unreal® Engine launcher, and any other means by which Epic makes the Unreal® Engine or related content available and through which, among other things, WB Games makes the Editor and certain Content available for use under the License.

"Mod" means User generated content and/or modifications of one or more aspects of the Software which are designed to be used with the Software to provide a gameplay experience that is customized or modified from the Software as otherwise made available by WB Games. Mods include, for example, custom levels, maps, games, or other content based on the Software and/or Content, and includes all content created using the Editor.

"Software" means the proprietary computer game software application known as HOGWARTS LEGACY made available by WB Games, and any patches, updates, upgrades, new versions, and documentation for such application, made available to you by WB Games at any time.

"Source Code" means the human readable form of a software program, including all modules it contains, plus any associated interface definition files, scripts used to control compilation, and installation of an executable (object code).

"WB Games" has the meaning set forth at the top of this Agreement.

## 18. Miscellaneous

This Agreement and any document or information referred to in this Agreement constitute the entire agreement between you and WB Games 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.

The original of this Agreement is in English; any translations are provided for reference purposes only. You waive any right you may have under the law of your country to have this Agreement written or construed in the language of any other country.

This Agreement describes certain legal rights. You may have other rights under the laws of your jurisdiction. This Agreement does not change your rights under the laws of your jurisdiction if the laws of your jurisdiction do not permit it to do so. Limitations and exclusions of warranties and remedies in this Agreement may not apply to you because your jurisdiction may not allow them in your particular circumstance. In the event that certain provisions of this Agreement are not enforceable in your jurisdiction, those provisions shall be enforceable to the furthest extent possible under applicable law.

Use of the Software or Licensed Materials is void where prohibited by law. You must comply with all applicable domestic and international export laws and regulations (which may be amended from time to time) that apply to the Software and Licensed Materials, which include restrictions on destinations, users, and use. You agree not to use, export, re-export, download, or otherwise transfer any part of the Software or Licensed Materials into (or

to a national or resident of) any country to which the U.S. has embargoed goods, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons list and other sanctions lists administered by the Office of Foreign Assets Control (OFAC). You represent and warrant that you are not located in, under the control of, or a national or resident of an embargoed country and that you are not a Specifically Designated National or Blocked Person, and that you agree not to take any action that will cause anyone, including WB Games Parties, to be in violation of any applicable export controls and sanctions laws.

Any act by WB Games 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.

Unless otherwise stated in this Agreement, if any term of this Agreement is held by a court or tribunal of competent jurisdiction to be unenforceable, the term will be enforced to the maximum extent permissible and the remaining terms of this Agreement will remain in full force and effect. You agree that this Agreement does not confer any rights or remedies on any person other than the parties to this Agreement, except as expressly stated.

If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court and, if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court.