



GEARBOX SOFTWARE®, LLC

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USER CREATED CONTENT

The Software may allow you to create content, including, but not limited to, a gameplay map, scenario, screenshot, design, item, or video of your game play. In exchange for use of the Software, and to the

extent that your contributions through use of the Software give rise to any copyright interest, you hereby grant Licensor an exclusive, perpetual, irrevocable, fully transferable, and sub-licensable worldwide right and license to use your contributions in any way and for any purpose in connection with the Software and related goods and services, including, but not limited to, the rights to reproduce, copy, adapt, modify, perform, display, publish, broadcast, transmit, and otherwise communicate to the public by any means available, and distribute your contributions without any further notice or compensation to you of any kind. You hereby waive and agree never to assert any rights or claims with respect to Licensor's and other players' use and enjoyment of such assets in connection with the Software and related goods and services. This license grant to Licensor, and terms above regarding any applicable moral rights, survive any termination of this Agreement and shall inure to the benefit of Licensor.

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Any new tools written for the Game from scratch are free to be used by Licensor and other authorized users; Mods and plugins for the Game cannot be sold or otherwise commercially-exploited by users. Such uses are not approved or endorsed by Licensor, and should not be described as such without Licensor's express authorization. By making any content available on or through our Game or website, you are providing your irrevocable permission for Licensor and authorized users to license, use, copy, modify and adapt that content. Any content you make available on our Game or on our website must be your original creation and, by making it available, you represent and warrant that it does not infringe the rights of anyone else. Any tools provided by Licensor or third parties are provided is "AS IS," without warranties of any kind, and you accept that your use is of your own free will, exclusive expense and liability.

INTERNET CONNECTION

The Software may require an internet connection to access internet-based features, authenticate the Software, or perform other functions. User experiences will vary.

USER ACCOUNTS

In order to use the Software or a software feature, or for certain features of the Software to operate properly, you may be required to have and maintain a valid and active user account with an online service, such as a third-party gaming platform or social network account ("Third Party Account"), or an account with Licensor or a Licensor affiliate, as set forth in the Software documentation. If you do not maintain such accounts, then certain features of the Software may not operate or may cease to function properly, either in whole or in part. The Software may also require you to create a Software-specific user account with Licensor or a Licensor affiliate ("User Account") in order to access the Software and its

functionality and features. Your User Account login may be associated with a Third Party Account. You are responsible for all use and the security of your User Accounts and any Third Party Accounts that you use to access and utilize the Software.

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This EULA and the provision of the Software through any Software Store are subject to the additional terms and conditions set forth in or required by the applicable Software Store and, where applicable and consistent with Licensor's intent, such applicable terms and conditions are incorporated herein by this reference. Licensor is not responsible or liable to you for any credit card or bank-related charges or other charges or fees related to your purchase transactions within the Software or through a Software Store. All such transactions are administered by the Software Store, not Licensor. Licensor expressly disclaims any liability for any such transactions, and you agree that your sole remedy regarding all transactions is through such Software Store, not Licensor.

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By installing and using the Software, you consent to the information collection and usage terms set forth in Licensor's Privacy Policy, including (where applicable) (i) the transfer of any personal information and other information to Licensor, its partners, affiliates, vendors, and to certain other third parties, such as governmental authorities, in the U.S. and other countries located outside Europe or your home country, including countries that may have lower standards of privacy protection; (ii) the public display of your data, such as identification of your

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Licensor warrants to you if you are the initial and original purchaser of the Software that the original storage medium holding the Software is warranted against defects in material and workmanship under normal use and service for 90 days from the date of purchase ("Limited Warranty Period"). Licensor warrants to you that the Software is compatible with a personal computer meeting the minimum system requirements listed in the Software documentation or that it has been certified by the gaming unit producer as compatible with the gaming unit for which it has been published. However, due to variations in hardware, software, internet connections, and individual usage, Licensor does not warrant the performance of the Software on your specific computer or gaming unit. Licensor does not warrant against interference with your enjoyment of the Software; that the Software will meet your requirements; that operation of the Software will be uninterrupted or error-free; or that the Software will be compatible with third-party software or hardware or that any errors in the Software will be corrected. No oral or written advice provided by Licensor or any authorized representative shall create a warranty. Because some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, some or all of the above exclusions and limitations may not apply to you.

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Except as set forth above, this warranty is in lieu of all other warranties, whether oral or written, express or implied, including any other warranty of merchantability, fitness for a particular purpose, or non-

infringement, and no other representations or warranties of any kind shall be binding on Licensor. Licensor does not warrant that the operation of the Software will be uninterrupted or error-free. Licensor is not responsible for

any damage arising from failure to follow instructions relating to the Software's use.

When returning the Software subject to the limited warranty above, you must send the original Software to the Licensor address specified below and include: your name and return address; a photocopy of your dated sales receipt; and a brief note describing the defect and the system on which you are running the Software.

INDEMNITY

You agree to indemnify, defend, and hold Licensor, its partners, licensors, affiliates, contractors, officers, directors, employees, and agents harmless from all damages, losses, and expenses arising directly or indirectly from your acts and omissions when using the Software pursuant to the terms of the Agreement.

IN NO EVENT WILL LICENSOR BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE, OR MALFUNCTION OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, PROPERTY DAMAGE, OR LOST PROFITS OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY, OR OTHERWISE, WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LICENSOR'S LIABILITY FOR ALL DAMAGES (EXCEPT AS REQUIRED BY APPLICABLE LAW) EXCEED THE ACTUAL PRICE PAID BY YOU FOR USE OF THE SOFTWARE.

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THIS WARRANTY SHALL NOT BE APPLICABLE SOLELY TO THE EXTENT THAT ANY SPECIFIC PROVISION OF THIS WARRANTY IS PROHIBITED BY ANY FEDERAL, STATE, OR MUNICIPAL LAW, WHICH CANNOT BE PRE-EMPTED. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

WE DO NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM OUR NETWORK AND OTHER PORTIONS OF THE INTERNET, WIRELESS NETWORKS, OR OTHER THIRD PARTY NETWORKS. ACCORDINGLY, WE DISCLAIM ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THIRD PARTY ACTIONS OR INACTIONS THAT IMPAIR OR DISRUPT YOUR USE OF THE SOFTWARE AND RELATED SERVICES AND PRODUCTS.

TERMINATION

This EULA is effective until terminated by you or by the Licensor. This EULA automatically terminates when Licensor ceases to operate the Software servers (for games exclusively operated online), if Licensor determines or believes your use of the Software is unauthorized, inconsistent with the terms of this Agreement, or otherwise fails to comply with terms and conditions stated herein (and incorporated by reference). You may also terminate this Agreement by (i) requesting Licensor to terminate and delete your User Account using the method set forth in the Terms of Service; and (ii) destroying and/or deleting all copies of all Software in your possession, custody,

or control. Deleting the Software from your Game Platform will not delete the information associated with your User Account and, if you reinstall the Software using the same User Account, you may still have access to your prior User Account information. If this EULA terminates due to your violation of this EULA, Licensor may prohibit you from re-registering or re-accessing the Software. Upon any termination of this EULA, you must destroy or return the physical copy of Software to Licensor, as well as permanently destroy all copies of the Software, accompanying documentation, associated materials, and all of its component parts in your possession or control, including from any client server, computer, gaming unit, and mobile device on which it has been installed. Upon termination of this EULA, your rights to use the Software will terminate immediately, and you must cease all use of the Software. The termination of this EULA will not affect Licensor's rights or your obligations to Licensor arising under this EULA.

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The Software and documentation have been developed entirely at private expense and are provided as "Commercial Computer Software" or "restricted computer software." Use, duplication, or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clauses in DFARS 252.227- 7013 or as set forth in subparagraph (c)(1) and (2) of the Commercial Computer Software Restricted Rights clauses at FAR 52.227-19, as applicable. The Contractor/Manufacturer is Licensor at the location listed below.

EQUITABLE REMEDIES

You hereby agree that if the terms of this EULA are not specifically enforced, Licensor will be irreparably damaged, and therefore you agree that Licensor shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect of this EULA, including temporary and permanent injunctive relief, in addition to any other available remedies.

DISPUTE RESOLUTION

This Agreement shall be exclusively governed by, and construed in accordance with, the laws of the State of Texas, notwithstanding its choice of law rules. For any and all legal disputes involving the terms of this Agreement, you agree to submit to the exclusive jurisdiction of the state and federal courts sitting in Collin County, Texas, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. You also agree to attempt in good faith to resolve any claim or dispute with the Company before commencing arbitration. Any claim or dispute notice regarding the Online Service must be sent via email to dispute@gearboxsoftware.com as well as by U.S. Mail to Gearbox Software, LLC, ATTN: Legal Department/Arbitration Notice, 5757 Main Street, Suite 500, Frisco, Texas 75034, and must contain a written statement accurately setting forth (1) your name, address and contact information; (2) your email address; (3) all facts giving rise to the claim or dispute; and (4) the relief you seek.

You and the Company further agree as follows: (1) any claim or dispute brought to enforce this Agreement must be commenced within one (1) year of the event giving rise to the alleged claim or dispute; (2) the prevailing party will be entitled to costs and attorneys' fees; and (3) any claim or dispute must be brought individually and not consolidated as part of a group or class action complaint.

The only disputes not covered by this Agreement to negotiate informally and arbitrate are disputes enforcing, protecting, or concerning the validity of any intellectual property rights asserted by the Company, its partners and affiliates.

BINDING ARBITRATION & CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS CONCERNING ANY DISPUTES REGARDING USE OF THE LICENSED WORKS BETWEEN YOU AND THE COMPANY, ITS PARTNERS, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS.

(a) **Dispute.** As used in this Agreement, "Dispute" means any dispute, claim, demand, action, proceeding, or other controversy between you and the Company concerning the Online Services or Licensed Works, whether based in contract, warranty, tort (including, without limitation, fraud, misrepresentation, fraudulent inducement, concealment, omission, negligence, conversion, trespass,

strict liability, and product liability), statute (including, without limitation, consumer protection and unfair competition statutes), regulation, ordinance, or any other legal or equitable basis or theory. "Dispute" will be given the broadest possible meaning allowable under law.

(b) **Informal Resolution Option.** You and the Company agree to attempt in good faith to resolve any Dispute before commencing arbitration. Unless you and the Company otherwise agree in writing, the time for informal resolution will be 60 days from the date on which you or the Company mails a notice of the Dispute ("Notice of Dispute") as specified in Paragraph(c). You and the Company agree that neither party will commence arbitration before the end of the 60-day period provided for informal resolution.

(c) **Dispute Notices.** Notice of any Dispute with the Company regarding online use of the Licensed Works must be sent via email to dispute@gearboxsoftware.com as well as by U.S. Mail to Gearbox Software, LLC, ATTN: LEGAL DEPT/ARBITRATION NOTICE, 5757 Main Street, Suite 500, Frisco, TX 75034, and must contain a written statement setting forth (1) your name, address, and contact information; (2) your email address; (3) all facts giving rise to the Dispute; and (4) the relief you seek. Notice of a Company Dispute with you will be sent to your registered email address and by U.S. Mail to the known mailing address.

(d) **BINDING ARBITRATION.** IF YOU LIVE IN THE UNITED STATES, YOU AND THE COMPANY AGREE THAT IF YOU AND THE COMPANY DO NOT RESOLVE ANY DISPUTE BY INFORMAL NEGOTIATION UNDER PARAGRAPH (b) ABOVE, ANY EFFORT TO RESOLVE THE DISPUTE WILL BE CONDUCTED EXCLUSIVELY BY BINDING ARBITRATION IN ACCORDANCE WITH THE ARBITRATION PROCEDURES IN PARAGRAPH (g) BELOW. YOU UNDERSTAND AND ACKNOWLEDGE THAT BY OPTING TO USE THE LICENSED WORKS OR THE SITE, YOU ARE AGREEING TO BINDING ARBITRATION WHICH FORFEITS ANY RIGHTS YOU MAY HAVE TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY. INSTEAD, YOU UNDERSTAND AND AGREE THAT ALL DISPUTES WILL BE RESOLVED BEFORE A NEUTRAL ARBITRATOR, WHOSE AWARD (DECISION) WILL BE BINDING AND FINAL, EXCEPT FOR A LIMITED RIGHT OF APPEAL UNDER THE FEDERAL ARBITRATION ACT. ANY COURT WITH JURISDICTION OVER THE PARTIES MAY ENFORCE THE ARBITRATOR'S AWARD.

THE ONLY DISPUTES NOT COVERED BY THIS AGREEMENT TO NEGOTIATE INFORMALLY AND ARBITRATE ARE DISPUTES ENFORCING, PROTECTING, OR CONCERNING THE VALIDITY OF ANY OF THE COMPANY'S (OR ANY OF YOUR OR THE COMPANY'S LICENSORS') INTELLECTUAL PROPERTY RIGHTS.

(e) Small Claims Option. Notwithstanding Paragraph (d), you may also have the right to litigate any Dispute regarding your use of the Licensed Works or the Site in small claims court, subject to satisfying all requirements of the small claims court, including any limitations on jurisdiction and the disputed amount at issue.

(f) CLASS ACTION WAIVER. YOU AND THE COMPANY AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE, WHETHER IN ARBITRATION, IN COURT, OR OTHERWISE, WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS, AND THAT NEITHER YOU NOR COMPANY WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, A REPRESENTATIVE ACTION, A COLLECTIVE ACTION, A PRIVATE ATTORNEY-GENERAL ACTION, OR IN ANY PROCEEDING IN WHICH YOU OR THE COMPANY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. YOU AND THE COMPANY FURTHER AGREE THAT NO ARBITRATION OR PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANOTHER ARBITRATION OR PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF YOU, THE COMPANY, AND ALL PARTIES TO ANY SUCH ARBITRATION OR PROCEEDING. YOU AND THE COMPANY AGREE THAT NO ARBITRATOR SHALL HAVE THE AUTHORITY TO FASHION A PROCEEDING AS A CLASS OR COLLECTIVE ACTION OR TO AWARD RELIEF TO A GROUP OR CLASS OF USERS IN ANY ARBITRATION PROCEEDING.

(g) Arbitration Procedure. Subject to the terms herein, the arbitration of any Dispute will be conducted by, and according to the rules and procedures of, the American Arbitration Association (the "AAA"). Information about the AAA, and how to commence arbitration before it, is available at www.adr.org or by calling 1-800-778-7879. The Commercial Arbitration Rules of the AAA will govern the arbitration. If you are an individual consumer and use the Licensed Works for personal or household use, or if the value of the Dispute is \$75,000 or less, the Supplementary Procedures for Consumer-Related Disputes of the AAA will also apply. If the AAA rules or procedures conflict with the provisions of this Agreement, the provisions of this Agreement will govern. You may request a telephonic or in-person hearing by following the AAA rules and procedures. Where the value of a Dispute is \$10,000 or less, any hearing will be via electronic communications unless the arbitrator finds good cause to instead hold an in-person hearing.

(h) Arbitration Location. You agree to commence arbitration only in Collin County, Texas. The Company agrees to commence arbitration only in your county of residence.

(i) Costs & Fees. In any arbitration you commence, the Company reserves its right to seek its expenses associated with the arbitration process. In a Dispute involving more than \$75,000, the AAA rules will govern payment of filing and AAA administrative fees and arbitrator's fees and expenses. You and the Company agree that fees and expenses are not counted in determining how much a Dispute involves.

(j) Enforceability. If the class action waiver (which includes a waiver of private attorney-general actions) in Paragraph (f) is found to be illegal or unenforceable as to all or some parts of a Dispute, whether by judicial, legislative, or other action, then this Section and its subsections will not apply to those parts. Instead, those parts

of the Dispute will be severed and proceed in a Texas court of law, with the remaining parts proceeding in arbitration. The definition of "Dispute" in Paragraph (a) will still apply to this Agreement.

(k) Rejection Rights. If the Company makes a material change to this Section (other than an administrative change or revision to the notice address in Paragraph (c)) while you are authorized to use the Licensed Works or the Site, you may seek to reject the change by sending the Company written notice (in English, please) within 30 days of the basis for rejection by email to privacy@gearboxsoftware.com and via U.S. Mail to the address contained in Paragraph (c). You agree that you will informally negotiate and arbitrate any Dispute between us in accordance with the most recent version of this Section prior to the change you rejected and that Company reserves all lawful rights irrespective of such rejection.

(l) Severability. If any provision of this Section and its subsections, other than Paragraph (f) (i.e., class action waiver), is found to be illegal or unenforceable, that provision shall be limited or eliminated only to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

(m) Survival. The provisions of this Section will survive termination of this Agreement and the provision of the Online Services, Licensed Works and the Site.

TAXES AND EXPENSES

You shall be responsible for and shall pay and shall indemnify and hold harmless Licensor and any and all of its partners, affiliates, officers, directors, and employees against all taxes, duties, and levies of any kind imposed by any governmental entity with respect to the transactions contemplated under this EULA, including interest and penalties thereon (exclusive of taxes on Licensor's net income), irrespective of whether included in any invoice sent to you at any time by Licensor. You shall provide copies of any and all exemption certificates to Licensor if you are entitled to any exemption. All expenses and costs incurred by you in connection with your activities hereunder, if any, are your sole responsibility. You are not entitled to reimbursement from Licensor for any expenses, and will hold Licensor harmless therefrom.

TERMS OF SERVICE

All access to and use of the Software is subject to this EULA, the applicable Software documentation, Licensor's Terms of Service (www.gearboxsoftware.com/terms-of-service), and Licensor's Privacy Policy (www.gearboxsoftware.com/privacy), and all terms and conditions of the Terms of Service are hereby incorporated into this EULA by this reference. These agreements represent the complete agreement between you and Licensor relating to use of the Software and related services and products and supersede and replace any prior agreements between you and Licensor.

GOVERNING LAW

This EULA shall be construed (without regard to conflicts or choice of law principles) under the laws of the State of Texas, as such law is applied to agreements between Texas residents entered into and to be performed within Texas, except as governed by federal law. Accordingly, the sole and exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Licensor's principal corporate place of business (Frisco, Texas, U.S.A.). You and Licensor consent to the jurisdiction of such courts

and agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by the State of Texas or federal law. You and Licensor agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to this EULA or to any dispute or transaction arising out of this EULA.

IF YOU HAVE ANY QUESTIONS CONCERNING THIS EULA, YOU MAY CONTACT US IN WRITING AT:
privacy@gearboxsoftware.com.

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