



QUANTIC DREAM - END USER LICENCE AGREEMENT

END USER LICENCE AGREEMENT QUANTIC DREAM

THIS PRODUCT IS LICENSED, IT IS NOT SOLD. This End User Licence Agreement (hereinafter referred to as the "EULA") sets forth the terms and conditions under which you are authorised to install and/or use the video game, its upgrades, patches, updates and associated services (hereinafter collectively referred to as the "Product") published and/or provided by QUANTIC DREAM ("QD" or "We"). QD and its Licensors, as defined in Article 3 hereof, reserve all rights not expressly granted to you. The EULA commits you to QD. Please read it carefully before installing, downloading, accessing or using the Product. If you do not understand any of its provisions, you should check its meaning before downloading the Product. By installing or using the Product, you agree to be bound by this EULA and QD's Privacy Policy accessible from the website <https://quanticdream.com/en/privacy-policy>. If you do not agree with any of these conditions, please do not install or use the Product. QD reserves the right to change, modify, add or delete articles of this EULA at any time, in accordance with paragraph 1 below. To conclude this contract, you must be of legal age in your country of residence. Before installing this Product, please ensure that your computer device meets the minimum system requirements for this Product to operate properly. The terms and conditions of this EULA do not exclude the terms and conditions governing your use of any third party software product. Such third-party software may be integrated into the media containing this Product or may be downloaded into the software package containing the Product and may be necessary for the use of certain functions of this Product, which use may be subject to your acceptance of and compliance with other third-party end-user licence agreements.

1. **ACCEPTANCE OF TERMS AND PRIVACY POLICY - CHANGES** The Product is accessible provided that you comply with all terms and conditions contained herein. QD reserves the right to modify this EULA and will publish such modifications on the QD website as appropriate and/or communicate them to you by any means. In the event that such subsequent changes to this EULA are unacceptable to you or prevent you from continuing to comply with this EULA, you may terminate this EULA in accordance with the termination provisions of Article 8 below. By installing and/or continuing to use any updates or modifications to the Product or by continuing to use the Product after notice of any change to this EULA, you agree to all such changes to the terms of this EULA. By using the Product, you acknowledge that you have read and accepted the terms of our Privacy Policy, which is available on our website <https://quanticdream.com/en/privacy-policy>.
2. **NON-EXCLUSIVE LIMITED USE LICENCE** Subject to your compliance with the terms and conditions of the EULA, QD hereby grants you a non-exclusive, non-transferable, non-commercial, non-sub-licensable and personal licence to install and use the Product until you or QD terminate this EULA. This EULA also

applies to any patches or updates you may obtain for the Product. In accordance with, and without intent to limit the provisions set forth herein, the duplication, copying or any form of reproduction of the Product or related information, documents or other content on any server or location for the purpose of duplication, copying or any other form of reproduction is expressly and explicitly prohibited. You may not use, or allow others to use, the Product or this Licence for any commercial purpose without obtaining a licence from QD to do so. All rights not expressly granted under this EULA are hereby reserved by QD and, if applicable, its Licensors. Downloading the Product is only permitted from an authorized source. You cannot yourself make the Product available on a network where it can be downloaded by others.

3. **OWNERSHIP** This licence does not confer to you any title or ownership right in the Product and should not be construed as a sale or transfer of intellectual property rights in the Product. Any right, title and interest in and to the Product and all copyrights, trademarks and intellectual property associated and/or related thereto, as well as all copies (including, without limitation, patches, updates, copies, derivative works, titles and computer code), themes, objects, characters, character names, stories, dialogues, key phrases, locations, concepts, illustrations, images, animations, sounds, musical compositions, audiovisual effects, texts, operating methods, moral rights, "applets" incorporated into the Product and any related documentation belong to QD or its Licensors. The Product is protected by national and international laws, treaties and conventions on copyright and intellectual or industrial property rights of any kind. This Product may contain certain licensed items that have been licensed by third parties to QD (the "Licensors"). In this case, Licensors may protect their rights in the event of a breach of this EULA. Any reproduction or representation of this licensed material, in any manner and for any reason whatsoever, is prohibited without the prior authorization of QD and, if applicable, its Licensors.
4. **GRANT OF LICENCE** You agree to use the Product, or any part thereof, only in a manner consistent with this EULA, and you shall not, directly or indirectly: (a) sell, rent, lease, license, distribute, market, commercially exploit the Product or any part thereof; (b) use the Product for promotional purposes, except with the prior written consent of QD; (c) copy, reproduce, distribute (including via a network server), display or use the Product in a manner not expressly permitted in this Agreement; (d) reverse engineer, derive the source code, modify, decompile, disassemble, copy or create derivative works of the Product, in whole or in part; (e) remove, modify, disable, bypass any copyright, trademark indication, proprietary notice, label or security technology included in the Product; (f) create, develop, distribute or use any unauthorised software to gain an advantage in any online or other game mode; (g) use the Product or create, use, share and/or publish by any means whatsoever in connection with the Product any material intended to infringe or violate the rights of a third party (including, but not limited to, any intellectual property, advertising or privacy rights) or to violate a duty of confidentiality; (h) use, export or re-export the Product in violation of any applicable law or regulation; (i) behave in a manner prejudicial to the enjoyment of the Product by other users (harassing or threatening other users, using abusive or offensive language, sabotaging a game, transmitting or spreading a virus, Trojan horse, worm, bomb, corrupted file or data, spamming, social engineering, scamming, cheating, etc.). In addition, you agree to comply with any safety information, maintenance instructions or other relevant notices contained in the manual or other documentation accompanying the Product.

5. TECHNICAL PROTECTION MEASURES

The Product may be protected by technical protection measures.

You accept and acknowledge that:

- the number of installations or activation of the Product may be limited,
- some files and/or data may be downloaded to your device and specific pieces of information may be collected for the purpose of authenticating the Product,
- an Internet connection may be required,
- some downloaded files or data may remain active after uninstalling the Product.

If you disable or otherwise modify the technical protection measures, the Product may not function properly.

Deactivation or modification of technological protection measures constitutes a material breach of this EULA.

6. EXCLUSION OF WARRANTY; LIMITATION OF LIABILITY

For residents of the European Union, the guarantees apply according to the law in force.

To the extent permitted by applicable law, and subject to the following provisions relating to legal guarantees of conformity, the Product is provided "as is" and "as available". QD and its licensors make no warranties of any kind, express, implied or statutory, and disclaim all of them and all other terms, including: (a) its conformity, accuracy, timeliness, completeness, reliability or safety (b) its suitability for a particular use; (c) implied warranties of title, non-infringement; (d) its market value; or (e) your satisfaction. QD does not warrant that the Product will be free from interruption or error, that defects will be corrected or that the product is free of viruses or other harmful components. You assume full responsibility for the selection of the Product to achieve the results you expect, as well as for its installation, use and results.

To the extent permitted by applicable law, in no event shall QD and its licensors be liable for any damages or injury suffered in connection with the use of the Product or any associated third-party service, including without limitation (a) all damages of any kind, whether resulting from tort (including negligence and breach of a legal obligation), contract, misrepresentation (whether innocent or negligent) or (b) direct damages; (c) accidental damages, (d) incidental damages, (e) consequential damages, and (f) indirect damages.

Notwithstanding the above limitations of liability, your sole and exclusive remedy in the event of a dispute with QD or its licensors is to discontinue use of the Product and, if applicable, to claim damages for your damages. The maximum aggregate liability of QD and its licensors with respect to this EULA or the use or attempted use of this product shall be limited to the purchase price you actually paid for this Product.

Nothing in this section 6 affects QD's liability for death or personal injury resulting from QD's negligence or for fraud or misrepresentation, nor any other liability that cannot be excluded or limited under applicable law. For the purposes of this section 6, QD's licensors, its distribution partners and associated service providers benefit as third parties from the limitations of liability specified herein and may assert this EULA against you.

Some countries or other jurisdictions do not allow the exclusion of certain warranties or limitation of liability described above, so the above conditions may not apply to you. In these jurisdictions, the foregoing exclusions and limitations apply only to the extent permitted by the laws of such jurisdictions. In addition, you may have

additional legal rights within your jurisdiction and nothing in this Agreement shall affect any rights you may have as a consumer of the Product.

LEGAL GUARANTEE OF CONFORMITY (SECTION FOR RESIDENTS OF THE EUROPEAN UNION):

French residents

As a French consumer, you benefit from the legal guarantee of conformity provided for in the French Consumer Code for the product. The box below applies to you:

"The consumer has a period of two years from the supply of the digital content or digital service to obtain the implementation of the legal guarantee of conformity in case of appearance of a defect of conformity. During a period of one year from the date of supply, the consumer is only required to establish the existence of the lack of conformity, not the date of its appearance. "The legal guarantee of conformity entails the obligation to provide all updates necessary to maintain the conformity of the digital content or service. "The legal guarantee of conformity gives consumers the right to have the digital content or service brought into conformity without undue delay following their request, without cost and without major inconvenience to them. "Consumers may obtain a reduction in price by keeping the digital content or the digital service or may terminate the contract by getting a full refund against renunciation of the digital content or the digital service, if: " 1° The professional refuses to bring the digital content or service into conformity; " 2° The compliance of the digital content or service is unjustifiably delayed; " 3° The digital content or digital service cannot be brought into conformity without imposing costs on the consumer; " 4° The compliance of the digital content or service causes a 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. "Consumers is also entitled to a reduction in price or to rescission of the contract when the lack of conformity is so serious that it justifies the reduction in price or the rescission of the contract being immediate. In such cases, the consumer is not required to request that the digital content or service be brought into conformity beforehand. "In cases where the lack of conformity is minor, the consumer is only entitled to rescission of the contract if the contract does not provide for payment of a price. "Any period of unavailability of the digital content or digital service for the purpose of bringing it back into conformity suspends the guarantee that remained until the provision of the digital content or digital service again in conformity. "The rights mentioned above result from the application of Articles L. 224-25-1 to L. 224-25-31 of the Consumer Code. "The professional who obstructs in bad faith the implementation of the legal guarantee of conformity is liable to a civil fine of up to 300,000 euros, which can be increased to 10% of the average annual turnover (Article L. 242-18-1 of the Consumer Code). "The consumer also benefits from the legal guarantee of hidden defects pursuant to Articles 1641 to 1649 of the Civil Code, for a period of two years from the discovery of the defect. This warranty entitles the consumer to a price reduction if the digital content or service is retained or to a full refund in exchange for the waiver of the digital content or service."

Residents of other European Union countries

As a resident of the European Union (other than France), you may benefit from provisions similar to those in the box above but specific to your country of residence pursuant to Directive (EU) 2019/770 on certain aspects of contracts for the provision of digital content and services.

7. INDEMNIFICATION

You hereby agree to indemnify QD and its Licensors against all claims, costs and expenses (including attorneys' fees) arising, directly or indirectly, from your actions and/or omissions during the use of the Product that do not comply with the terms and conditions of this EULA.

QD reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which case you will cooperate with QD to assert any available defence.

8. TERMINATION

This EULA remains in effect until terminated. You may terminate the EULA at any time by removing or uninstalling the Product from your media by destroying the Product in your possession.

The EULA will automatically be terminated by QD if you fail to comply with any of the terms and conditions hereof, after a formal notice has been served without success within eight days, unless it is of a particularly serious nature. In the event of termination for any reason, you must immediately uninstall the Product and destroy all copies of the Product in your possession.

All provisions of this EULA relating to warranties, limitations of liability, remedies and damages shall survive termination, to the extent provided by mandatory provisions of applicable law.

Exclusion for infringement of intellectual property

You acknowledge that you have been informed that failure to comply with an intellectual property right of QD or its Licensors may result in the immediate termination of the EULA. In particular, the sale or provision of content from the Product to third parties, via social forums or via any or all means will result in the immediate termination of this Agreement, without prejudice to QD's right to sue the infringing player.

Exclusion for non-compliance with Gameplay

You acknowledge that you have been informed that any attempt to circumvent the gameplay of the Product in order to distort the normal rules of progress provided for by the game may result in the immediate termination of the EULA. Any information communicated by you to third parties on the possible implementation of means likely to circumvent the gameplay may lead to legal action against you.

9. COLLECTION OF PERSONAL DATA AND INFORMATION

When using the Product, QD (or its service providers) may collect, store and process, among other things, the following information for user statistics purposes: data on your hardware and software configuration (when installing the Product and when changing your computer's hardware), device IDs, in-game data, including, but not limited to, your score, game statistics, performance, rankings, game time, and other usage statistics or similar information.

We may also collect, store and use anonymous data about you.

The processing of personal data is based on a legitimate interest of QD in order to provide the best gaming

experience. In addition, the processing of your personal data is necessary for the performance of this EULA.

Specific pieces of information, such as the IP address and user ID, may be collected by QUANTIC DREAM or its service providers for the purpose of authenticating software products, preventing fraud and piracy, or to help us identify and correct errors and bugs in our games.

Further details regarding the collection, processing and transfer of this data are described in QD's Privacy Policy, available online at <https://quanticdream.com/en/privacy-policy>. In accordance with the General Data Protection Regulation (GDPR), you have the right:

- to access your data,
- to correct, update or complete your data when it is inaccurate, misleading, incomplete or out of date,
- to erase your data ("right to be forgotten"),
- to oppose or limit the processing of your personal data,
- to request data portability. To exercise these rights, please send your request:
- By e-mail to the following address: privacy@quanticdream.com or
- Or by mail: Quantic Dream, 56 boulevard Davout, 75020 Paris (France) Please attach a copy of your identity card or equivalent. QD will respond to your request within one month of receiving your request. In accordance with the GDPR, this period may be extended by two further months where necessary, taking into account the complexity and number of the requests received by QD. In this case, we will inform you of the extension and the reason for it within one month of receiving your request. QUANTIC DREAM has appointed VIRTUAL DPO as the outsourced Data Protection Officer (DPO). If you have any questions, you can go directly to our DPO's website www.virtual-dpo.fr or www.mondelegueauxdonnees.fr . You can also address any complaints to the national supervisory authority in your country (such as the CNIL if you are a French resident).

10. WARNING ABOUT THE RISK OF EPILEPSY AND THE PRECAUTIONS TO BE TAKEN WHEN USING A VIDEO GAME

Some people are likely to have seizures or loss of consciousness when they see certain types of flashing lights or frequent elements in our daily environment. These people are exposed to seizures when they watch certain television pictures or play certain video games. These phenomena may occur even though the subject has no medical history or has never had an epileptic seizure. If you have ever had symptoms related to epilepsy (seizure or loss of consciousness) with light stimulation, please consult your physician before use. In any case, please observe the following rules when using a video game:

- avoid playing if you are tired or sleep-deprived;
- make sure you are playing in a well-lit room;
- during use, take breaks of ten to fifteen minutes every hour.

11. FORUMS

In the event that QD makes forums available to players allowing them to exchange with each other in connection with their use of the Product, You undertake not to make any comments that may be considered defamatory, insulting, racist, pornographic, discriminatory, immoral, violating the rights of third parties or contrary to the

regulations in force.

12. MISCELLANEOUS

This EULA represents the entire legal agreement between you and QD with respect to the Product and supersedes all prior agreements, representations, warranties or understandings between you and QD on the same subject matter.

If any part of the EULA is found to be invalid or unenforceable under applicable law, including, but not limited to, the warranty exclusions and limitations of liability set forth above, then the invalid or unenforceable provision shall be deemed replaced by a valid and enforceable provision that most closely matches the intent of the original provision and the remainder of the EULA shall remain in effect.

The failure or delay of QD (or its Licensors) to exercise any right or remedy provided by this EULA or by law does not constitute a waiver of such right or any other right or remedy, nor does it prevent or restrict the further exercise of such right or remedy. The sole or partial exercise of such right or remedy shall not prevent or restrict the subsequent exercise of such right or remedy or any other right or remedy. The waiver of a right or remedy may only be considered to have occurred after the signature of a written declaration to that effect by QD or by you.

QD may assign this Agreement, in whole or in part, at any time. However, you may not assign, transfer or sub-license any or all of your rights or obligations under the EULA without the express prior written consent of QD.

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of the Product arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labour disturbance, war, terrorism, fire, denial of service attack, internet outages, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are listed above. You are not authorised to export, download or re-export the Product to any country (national or resident) subject to an embargo in force.

13. APPLICABLE LAW

The Product is intended for use and should only be used in countries where such use is legally permitted.

In the event of a claim or action relating to or resulting from this EULA, and after an attempt to seek an amicable solution, the following rules shall apply, notwithstanding multiple defendants or warranty claims, even for emergency or protective proceedings, in summary proceedings or by motion:

If you reside in France, this EULA is governed by French law and express jurisdiction is vested in the French courts. In the event of a dispute with us, you have the possibility to refer the matter to a consumer ombudsman DEVIGNY MEDIATION before referring it to the competent court. To settle a dispute, you must first send us a written complaint. One month later, if you are still not satisfied, you may use the DEVIGNY MEDIATION service simply and free of charge by submitting your file electronically at www.devignymediation.fr or by mail to :

AGREED CONSUMER MEDIATOR DEVIGNY MEDIATION 9, avenue René Gasnier - D01 49100 Angers

France

It is reminded that mediation is not always mandatory but only proposed in order to resolve disputes by avoiding recourse to the courts.

If you reside in the United States, this Agreement is governed by the laws of the State of California, without applying its conflict of laws rules and express jurisdiction is vested in the California courts.

If you reside in a country other than France or the United States, this EULA is governed by French law and the French courts have exclusive jurisdiction, unless the laws of your country of residence provide otherwise. If you are a resident of the European Union, you can, in accordance with Article 14 of Regulation (EU) No. 524/2013, access the Online Dispute Resolution platform set up by the European Commission and facilitating the independent out-of-court settlement of online disputes between consumers and professionals in the European Union. This platform is accessible at the following link: ec.europa.eu/consumers/odr.

14. WAIVER OF CLASS ACTION

This Article 14 shall apply only to the extent permitted by the laws in force.

You agree not to initiate or participate in any legal or class action, general action with a private lawyer or class arbitration in connection with the Product or this EULA. You also agree not to seek to associate any action or arbitration in connection with the Product or this Agreement with any other action or arbitration without the consent of all parties to this EULA and any other actions or arbitrations.