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This Section 18 applies to you if you are domiciled in or acquired and use the Product in the United States.

Binding Arbitration: All claims arising out of or relating to this Agreement (including its interpretation, formation, performance and breach), the parties' relationship with each other and your use of the Product shall be finally settled by binding arbitration administered by JAMS in accordance with the provisions of its Comprehensive Arbitration Rules or Streamlined Arbitrations Rules, as appropriate, excluding any rules or procedures governing or permitting class actions. This arbitration provision is

made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act (the "FAA") shall apply to the interpretation, applicability, enforceability and formation of this Agreement notwithstanding any other choice of law provision contained in this Agreement. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including without limitation any claim that all or any part of this Agreement is void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

The JAMS Rules governing the arbitration may be accessed at <http://www.jamsadr.com/> or by calling JAMS at (800) 352-5267. Your arbitration fees and your share of arbitrator compensation shall be governed by the JAMS Comprehensive Arbitration Rules, but shall not incorporate the JAMS Class Action Procedures, and to the extent applicable, the Consumer Minimum Standards, including the then-current limit on arbitration filing fees. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, SEGA will pay the additional cost. The parties understand that, absent this mandatory provision, the parties would have the right to sue in court and have a jury trial. The parties further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

Location: If you are a resident of the United States, arbitration will take place at any reasonable location within the United States convenient for you. For residents outside of the United States, arbitration shall be initiated in Los Angeles County, California, and you and SEGA agree to submit to the personal jurisdiction of any federal or state court in Los Angeles County, California, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

Class Action Waiver: The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND SEGA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR AND ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. 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 can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

Exception – Litigation of Intellectual Property and Small Claims Court Claims: Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court that only asserts claims for patent infringement or invalidity, copyright infringement, moral rights violations, trademark

infringement, and/or trade secret misappropriate, but not, for clarity, claims related to the license granted to you for the Product under this Agreement.

30 Day Right to Opt Out: You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in the "Binding Arbitration," Location," and "Class Action Waiver" paragraphs above by sending written notice of your decision to opt-out to the following address: SEGA, 6400 Oak Canyon, Suite 100; Irvine, CA 92618; Attn. Legal & Business Affairs Department. The notice must be sent within 30 days of purchasing the Product (or if no purchase was made, then within 30 days of the date on which you first access or use the Product and agree to these terms); otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, SEGA also will not be bound by them.

19. MISCELLANEOUS

This Agreement represents the complete agreement between you and SEGA concerning the Product and supersedes all prior agreements and representations, warranties or understandings between you and SEGA (whether negligently or innocently made but excluding those made fraudulently), regarding the same subject matter.

If any part of the Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty, disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect. Any failure by us to enforce or exercise any provision of the Agreement or related rights shall not constitute a waiver of that right or provision.

SEGA may assign this Agreement, in whole or in part, at any time. Notwithstanding, you may not assign, transfer or sublicense any or all of your rights or obligations under the Agreement without SEGA's express prior written consent.

SEGA's performance of the Agreement is subject to existing laws and legal process, and nothing contained in the Agreement is in derogation of SEGA's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Product or information provided to or gathered by SEGA with respect to such use. 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, labor 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 enumerated above.

Nothing in this Agreement gives or claims to give to any third party any benefit or right to enforce any term of this Agreement.

The parties agree that all correspondence relating to this Agreement shall be written in the English language.

This Agreement shall be construed under laws of California, and subject to the Section 18 above, you consent to exclusive jurisdiction in either the Superior Court of the State of California for Los Angeles County or the United States District Court for the Central District of California at Los Angeles.

You may contact SEGA Customer Service at the following address:

SEGA

Customer Service Department

27 Great West Road

Brentford

Middlesex

TW8 9BW

Email: help@sega.co.uk

Website: help.sega.com

UNLESS OTHERWISE NOTED, THE EXAMPLE COMPANIES, ORGANISATIONS, PRODUCTS, PEOPLE AND EVENTS DEPICTED IN THE PRODUCT ARE FICTITIOUS AND NO ASSOCIATION WITH ANY REAL COMPANY, ORGANISATION, PRODUCT, PERSON OR EVENT IS INTENDED OR SHOULD BE INFERRED. BY CONTINUING TO USE THE PRODUCT, YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE FOREGOING AGREEMENT AND AGREE THAT YOUR USE OF THE PRODUCT IS AN ACKNOWLEDGMENT OF YOUR AGREEMENT TO BE BOUND BY THE AGREEMENT.

SCHEDULE

MODDING TERMS

Where possible, SEGA encourages its users to express their creativity and enhance the experience of certain games through the creation of modifications (including but not limited to new items, weapons, characters, models, textures, levels, story lines, music and game modes) for use with the Product ("Mod" or "Mods"). In order to protect SEGA, the Product, any third party licensors that have licensed intellectual property to SEGA for use in the Product, and users that create Mods, the following terms apply ("Modding Terms"). Please review these rules carefully before you create, share, distribute, use or otherwise exploit any Mods.

Please note that SEGA prohibits the creation of Mods for certain games. This may be due to third party licensing issues which prevent SEGA from allowing its users to create Mods. In such instances, you shall not be entitled to create Mods for that Product and the Modding Terms shall not apply.

You can find out which Products allow for the creation of Mods by visiting the applicable Modding Page (as defined below). If you are unsure as to whether the creation of Mods is prohibited for your Product, please contact SEGA's Customer Service Department (customersupportuk@sega.co.uk). Please note that laws in your respective jurisdiction may require that you are of a certain age in order to enter into legally binding arrangements such as the terms of this Modding Terms. In the event that you are under the required age, you may not create any Mods, unless your parent or legal guardian has reviewed and agreed to these terms. The license we provide to you to create and use Mods with the Product may be revoked if you breach the Modding Terms.

1. OWNERSHIP

You acknowledge that you shall have no ownership or other proprietary interest in the Product and/or any Mods which you create, except as expressly stated herein. Any Mods that you create shall belong to you only insofar as the Mod contains your original creative work. You acknowledge and agree that all right, title and interest in any elements of the Mod which represent, comprise, derive or are based upon any intellectual property rights which subsist in the Product (including but not limited to any computer code, themes, objects, characters, character names, stories, dialogs, catch phrases, locations, concepts, artwork, images, animation, sounds, musical compositions, audio-visual effects or text), including without limitation copyrights, trademarks and other intellectual properties therein and/or related thereto, whether or not registered or registrable, are owned by, or for the benefit of SEGA and its licensors.

2. LICENSE

Subject to your compliance with the terms and conditions of the EULA and the Modding Terms, SEGA hereby

grants you a non-exclusive, non-transferable, limited, fully revocable right and license to install, access and use the in-game modding tools, any graphical assets and/or other related tools provided by SEGA ("Modding Tools") solely and exclusively to create Mods for use with the Product and to publish those Mods on the applicable SEGA approved third party Modding webpage for the Product ("Modding Libraries"). Please note that certain Modding Libraries may be owned and operated by third parties such as Valve (<https://store.steampowered.com/>) and EPIC (<https://www.epicgames.com/store/en-US/>), (collectively, the "Third Party Platforms") and may be subject to additional terms and conditions published by those Third Party Platforms. You acknowledge and agree that your use of the Modding Tools is at your own discretion and risk and that you will be solely responsible for any obligations, damages or losses which arise from your registration, access and use of the Modding Tools.

You agree to use the Modding Tools to create Mods in a manner that is consistent with this Agreement, and with any additional terms and conditions published by the Third Party Platforms, including an agreement that you shall not sell, rent, lease, license, distribute or otherwise transfer or exploit the Modding Tools and/or Mods or any copies thereof, for commercial gain or otherwise, except as permitted by this Agreement and/or the Third Party Platforms. A breach of the provisions of this license shall constitute a material breach which has the effect of terminating the EULA (including the Modding Terms) and which may subject you to civil and criminal liability. In consideration of the above grant of rights, you hereby grant SEGA, its affiliates, its licensors and any Third Party Platforms all the necessary consents, clearances and an irrevocable, sub-licensable, worldwide, royalty-free, perpetual license and right to use, reproduce, modify, adapt, display, distribute or otherwise exploit any Mod which is uploaded to the Modding Libraries in any way SEGA and/or any Third Party Platforms see fit for use with the Product. You waive and agree never to assert against SEGA or its affiliates, licensors, or the Third Party Platforms any moral rights or similar rights, however designated, that you may have in or to any Mods.

3. CONTENT RESTRICTIONS

Any element which you include in your Mod (except for the Modding Tools) must be your own original work created by you or you must have obtained the necessary permissions to use such materials. You are responsible for the content of any Mods which you create and publish on the Modding Libraries and shall warrant and represent to SEGA and any Third Party Platform that your Mods do not contain:

1. any materials which are discriminatory, racist, obscene, libelous, offensive, illegal, defamatory, inappropriate, invasive, or likely to adversely affect the reputation or goodwill of SEGA and/or its licensors;
2. any resemblance to any recognizable third party brand, character or personality, including but not limited to any trademark, logos or third party assets except for those assets provided to you by SEGA within the Modding Tools as necessary for the creation of the Mod for use with the Product;
3. any assets from other games published by SEGA and its affiliates or any other third party without permission, where such use constitutes an infringement of third party intellectual property rights;
4. any materials which do not comply with any additional instructions provided to you by SEGA and/or the Third Party Platforms as published on the Modding Libraries or within the Modding Tools, which may be updated by SEGA and/or the Third Party Platforms from time to time;
5. any malicious code, including viruses, spyware, Trojan horses, worms, time bombs, cancelbots, corrupted data, or other content that contains malicious code or in any way damages or interfere with the operation of the Product.

SEGA does not pre-vet or monitor any Mods which are uploaded to the Modding Libraries and does not monitor, endorse or approve any Mods. You are solely responsible for your Mod and may be held liable for any Mod which you create and upload to the Modding Libraries. SEGA and the Third Party Platforms reserve the right, in

their sole and final discretion, to remove any Mods from the Modding Libraries which violates the content restrictions above. To the maximum extent permitted by applicable law, SEGA does not assume any responsibility or liability for the Mods or for removal of Mods, or any failure or delay in removing such Mods.

4. INDEMNIFICATION

You agree to indemnify, defend and hold SEGA and its parent companies, affiliates, licensors, licensees, contractors, officers, directors, employees, agents and the Third Party Platforms harmless from any damages, losses, cost and expenses (including attorneys' fees) arising directly or indirectly from any acts and omissions associated with the use of any Mod which you create and publish, including but not limited to any allegation that the Mod violates the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party, or any other violation of these terms.

5. OUR LIABILITY

WE PROVIDE THE PRODUCT, THE MODDING TOOLS AND ANY MODS ON AN "AS IS" BASIS AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. YOU ACKNOWLEDGE AND AGREE THAT YOUR EXCLUSIVE REMEDY FOR ANY DISPUTE WITH SEGA IS TO STOP USING THE PRODUCT (INCLUDING BUT NOT LIMITED TO THE MODDING TOOLS AND/OR ANY MODS). IN NO EVENT SHALL SEGA AND ITS LICENSORS, OR ANY THIRD PARTY PLATFORMS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE PRODUCT, THE MODDING TOOLS AND ANY MODS. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AND/OR PERSONAL INJURY, DEATH, FRAUD AND/OR CERTAIN IMPLIED WARRANTIES, IN SUCH STATES OR JURISDICTIONS, THE LIABILITY OF SEGA AND ITS LICENSORS SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

6. TERMINATION

SEGA and the Third Party Platforms reserve the right to suspend access to, or terminate the license for, any Mods, Modding Tools and the Modding Libraries at any time for any reason. If you commit any breach of clauses 2 and 3 of the Modding Terms, your license to use the Product, the Modding Tools and/or any Mods shall automatically terminate, without notice. Your grant of the license to SEGA to use any Mods which you create and publish to the Modding Libraries shall survive termination.

Because SEGA would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that SEGA shall be entitled to take such action as may be required, including seeking an injunction and other equitable remedies, in addition to any other remedies available to it under the applicable law.

7. MISCELLANEOUS

This Agreement represents the complete agreement between you and SEGA concerning Mods and the Modding Tools and supersedes all prior agreements and representations, warranties or understandings between you and SEGA (whether negligently or innocently made but excluding those made fraudulently), regarding the same subject matter. SEGA reserves the right to amend or modify these terms at any time, in any manner, without any liability to SEGA and at SEGA's sole discretion. Any amendment or modification to these terms shall be made available at <https://www.sega.com/EULA>.

