



Tropico 6 - Mod Kit EULA

License and Use Agreement Kalypso Media Group GmbH General information and notes PLEASE NOTE THAT THE USE OF KALYPSO CONTENT AND THE RECEIPT OF KALYPSO SERVICES IS ONLY POSSIBLE UPON ACCEPTANCE OF THIS LICENSE AND USE AGREEMENT. PLEASE READ THIS DOCUMENT CAREFULLY I. General provisions

1. Scope a) This License and Use Agreement governs the legal relationship between you (hereinafter also referred to as "you" or the "user") on the one hand and Kalypso Media Group GmbH, Wilhelm-Leuschner-Straße 11-13, 67547 Worms and its subsidiaries ("KALYPSO", "We" or "Us") on the other, with respect to (i) the use of software products, in particular games, digital content, content subscriptions, virtual currency, in-game content, merchandise or other physical or digital products or services, e.g. patches, bug fixes, support ("KALYPSO content"), and (ii) the use of the community forums provided by us, any mod tools provided by us, and any other applications we provide ("KALYPSO services"). "KALYPSO services" do not include the Epic Materials (defined below), which are made available by Epic (defined below) under separate terms described below, as supplemented by the terms and conditions of this License and Use Agreement. b) The business relationship between KALYPSO and the user is governed exclusively by the following License and Use Agreement in the version valid at the time of conclusion of the contract. Any deviating conditions of the user are not recognized unless KALYPSO expressly agrees to the validity of such in writing. c) Additional game rules or stipulations regarding use may apply to certain KALYPSO services to provide specific instructions for the respective service. These rules will be communicated to the user separately prior to the use of the relevant service and must be observed.
2. Amendment to the License and Use Agreement by KALYPSO a) KALYPSO reserves the right to amend this License and Use Agreement on valid grounds, in particular to respond to new technical developments, changes in case law, the legal situation or other similar reasons. KALYPSO will send the amended License and Use Agreement to the user by email at least four weeks before it enters into force and will draw attention to the intended applicability of the new License and Use Agreement and the user's right to object to the applicability of such License and Use Agreement.

b) If the user does not object to the validity of the new License and Use Agreement within this period, or continues to use the KALYPSO services after the amended License and Use Agreement has entered into force, the new License and Use Agreement will be deemed to have been accepted by the user. KALYPSO will inform users of the importance of this notice period of four weeks, their right to object and the legal consequences of a lack of response in an appropriate manner. 3. Conclusion of the contract a) You agree to this License and Use Agreement by confirming and accepting it when you select the appropriate checkboxes during the ordering process prior to completing the purchase. By agreeing to this License and Use Agreement, a License and Use

Agreement is concluded as a contract between you (hereinafter referred to as “you” or “user”) and us with respect to the elements of KALYPSO content and KALYPSO services that are protected by copyright or other statutory property rights, in particular the game software, including the software code, the game interface, any updates, patches and extensions provided by us and in-game items (virtual goods) and manuals. All the rights to use the KALYPSO content and KALYPSO services not expressly granted to you under this Agreement are retained by KALYPSO. b) If you do not agree to the terms of this License and Use Agreement, you must not install, activate or use KALYPSO content and KALYPSO services. c) The text of the Agreement will be stored by us in the version valid at the time of the conclusion of the contract and will be made available to you upon request. Nevertheless, we recommend that you print the License and Use Agreement or save it on your terminal device before declaring your consent. You can view the current version of the License and Use Agreement on our websites at any time. German and English are available as the languages of the contract. The English version is a direct translation. The German language will prevail exclusively in case of doubt and in the event of disputes regarding the content of this License and Use Agreement. 4. Collection, storage and processing of personal data When you use KALYPSO content and KALYPSO services, we collect, store and process personal data and also transmit them to third parties. Data processing is carried out exclusively on the basis of the consent you have given to us and in accordance with the statutory Page 2 of 12

standards of the permissive rule. The content of the declarations of consent and comprehensive information on the nature, scope and purpose of the data collected in connection with the KALYPSO services are available in our Privacy Policy. II. Granting of rights of use The following provisions govern to what extent and under what conditions you may use the KALYPSO content and KALYPSO services provided by KALYPSO, in particular game software including the software code, the game interface, any updates, patches and extensions provided by us, in-game items (virtual goods) and instructions and virtual currency. All the rights not expressly granted to you below are retained by Kalypso.

1. Use of KALYPSO content a) KALYPSO grants you a non-transferable and non-exclusive right to install, access and use the KALYPSO content on your personal computer for non-commercial purposes. You may install KALYPSO content on different computers and make copies of KALYPSO content for backup and archival purposes only. b) You are also expressly prohibited from the following: · Removing or modifying any copyright notices or marks on or in any copy of the KALYPSO content; · Copying, reproducing, renting, loaning, leasing, or sublicensing any KALYPSO content; Further distribution is only permitted within the strict limits set by case law on the exhaustion of copyright in software; · Disabling or circumventing any safeguards to prevent the unauthorized use of the KALYPSO content, including digital rights management, proprietary notices or marks provided within the game; · Modifying, adapting, translating, reverse engineering, decompiling or disassembling any KALYPSO content, unless you are expressly permitted to do so by law (e.g. Section 69 e UrhG (Copyright Act)); · Using cheats, a bot program (bots) or any other unauthorized software or technology from a third party in connection with KALYPSO content, in particular using a game which has been developed to modify the KALYPSO content, or otherwise interfere with the operations provided by the game; · Using KALYPSO content or any part thereof for commercial purposes, including but not limited to (i) offering a game (e.g. Cyber Café, Computer Game Centre or any other location) to third parties to play for commercial purposes or (ii) providing services in relation to a game to third parties for a fee and/or offering game features, player

skills, game performance results, etc. to third parties for a fee (e.g. power lev-elling, gold farming, etc.);

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· Using KALYPSO content in a way that does not comply with applicable laws. c) In addition to installing and playing the game on your hardware, you may also, subject to the terms of this License and Use Agreement, create "Let's Play Videos" that contain im-ages and sounds from the Game and make them publicly available via social media such as Twitch.tv and YouTube. We request that you add the following to the video descrip-tion: · Please always refer to the correct store links for the respective game · Please also copy this into your description: "Join the Kalypso community! <https://facebook.com/KalypsoMedia/> <https://www.youtube.com/user/kalypsomedia> <https://twitter.com/kalypsomedia> Have fun playing!" If copyrighted musical works such as soundtracks from the game are used, the performing artist and/or composer must also be named. Any use of "Let's Play Videos" is expressly at your own risk. In case of doubt, please contact our support team. 2. Use of client software a) KALYPSO grants the user a non-exclusive right to install the client software and to use it in accordance with this License and Use Agreement in the case of offers whereby the use of such requires the prior installation of client software. The user is only permitted to copy the client software if this is necessary for the contractual use of the software. All forms of com-mercial use of the software are prohibited. b) Modification of the client software and any reverse translation of the program code supplied in other code forms (decompilation) and other types of reverse engineering of the various manufacturing stages of the software are prohibited, unless these are necessary to obtain the information required to establish the interoperability of the client software with other pro-grams which cannot be obtained otherwise, in particular from KALYPSO, and the corresponding data is not used for any purpose other than the establishment of interoperability and these actions are only taken by the users themselves. 3. Use of KALYPSO services a) The KALYPSO services contain various forms of content that may be protected by trademark, copyright and other laws for the benefit of KALYPSO or which are protected in favor of third parties. The user may not edit, reproduce, distribute, publicly display, advertise or use the KALYPSO services or any content provided through the KALYPSO services beyond the contractually agreed purpose. Only the technically conditional reproduction for the purposes of the intended use of the KALYPSO services is permitted. Further distribution is only permitted within the strict limits set by case law on the exhaustion of copyright in software. Copyright notices and trademark designations may

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not be modified, suppressed or removed. In all other respects section 13 applies mutatis mutandis. b) The term "content" includes, for example, all data, images, texts, graphics, music, sounds, sound sequences, videos, programs, software codes and other information provided by KALYPSO as part of or integrated with the KALYPSO services. The term "content" also includes, in particular, all virtual goods optionally made available within the framework of the KALYPSO services. c) The user undertakes to refrain from any action that may jeopardize or disrupt the function-ing of the KALYPSO services and not to access data which the user is not authorized to access. The user has no claim to publication of the content within the scope of the KALYPSO services. d) The use of the KALYPSO services by way of anonymization services or similar measures that could suppress or conceal the true IP address or identity or origin of the user is not permitted. 4. Use of virtual currency Unless otherwise expressly regulated in the terms of use of the respective platform provider through which the virtual currency can be acquired, when the virtual currency is credited the user acquires a non-exclusive right, limited in time to the term of the contract and non-transferable, to use the virtual goods provided

by KALYPSO at that time in the respective online game and described in more detail therein within the framework of the relevant game rules, to the extent that the virtual currency credited to the user's account created with the respective platform provider is sufficient for this purpose. The virtual currency will be reduced in the amount corresponding to the equivalent value specified for the virtual good.

5. User-generated content a) Certain KALYPSO services may enable you to create your own content and make it available to other users ("user-generated content" or "UGC") as part of the games. When you place user-generated content in the game, you grant KALYPSO and its affiliated companies the non-exclusive, royalty-free and perpetual right to use your UGC in the game including, but not limited to, the right to reproduce, distribute, broadcast, make available to the public and otherwise publicly display such content, subject to our License and Use Agreement and privacy policies that are directly related to KALYPSO games. If this is necessary, e.g. for technical reasons, KALYPSO is also permitted to edit your content within this framework. b) You state and guarantee that your UGC does not violate any legal prohibitions or third-party rights. KALYPSO is under no obligation to use your UGC and may restrict or remove your UGC at any time in the event of a breach of the above statement. c) If you believe that UGC of other users infringes your rights or the rights of a third party, you may notify our support.

III. Regulations for the use of online games Page 5 of 12

Unless expressly regulated otherwise in the terms of use of the respective platform provider, the following terms and conditions apply to the use of online games:

1. General provisions a) The user may only participate in an active game session of an online game with a user account, unless the game rules of a specific KALYPSO service specifically state exceptions to this rule. The use of multiple user accounts ("multi accounts") is not permitted. KALYPSO may suspend and/or delete unauthorized multiple accounts at any time at its sole discretion, and such action may include all accounts created due to breach of this License and Use Agreement. b) The user is prohibited from any form of manipulative intervention in the online game of the online game. In particular, the user may not use measures, mechanisms or software that may disrupt the function and the progression of the game. The user may not take any action that may result in an unreasonable or excessive load on the technical capacities. The user must not block, overwrite or modify content generated by KALYPSO or in any other way manipulate or interfere with the online game. c) In addition, the user is prohibited from accessing the online game with programs other than the internet browser or the client program provided. This relates in particular to so-called bots and other tools designed to replace or supplement the web interface. d) Scripts and completely or partially automated programs that provide users with an advantage over other users or affect the gameplay as arranged by KALYPSO are also prohibited. This includes auto-refresh-functions and other integrated mechanisms of the internet browser, if it includes automated operations. Login is only permitted via KALYPSO services and KALYPSO-related pages belonging to third parties (e.g. portals or social networks). e) Under no circumstances is the user permitted:
 - to use cheats, mods, hacks or software that change the gameplay of the online game; or
 - to employ software for the purpose of mining data or otherwise "catch" or collect information related to online games; or
 - to buy, sell or exchange virtual goods or virtual currency from the KALYPSO services in exchange for real forms of payment, nor may they attempt to do so, unless this is permitted by KALYPSO in individual cases
 f) The user is not permitted to use private servers, i.e. servers of the user or a third party that enable, establish or maintain unauthorized connections to KALYPSO services, in particular by means of programs whose use has not

been expressly approved by KALYPSO, or which emulate or attempt to emulate any of the KALYPSO services. g) The above prohibitions also include all acts which are equivalent in their effect to the above prohibitions.

2. Anti-cheat measures Page 6 of 12

a) When you play online, we monitor gameplay through so-called "anti-cheating software" in order to determine whether users are using cheating software or otherwise interfering with the gameplay provided by the game in an unauthorized manner ("cheating"). This anti-cheating software is installed on your terminal together with the game. b) While you are connecting to our game online, the anti-cheating software checks your game history, game files and, when running, the memory (RAM) of your hardware to identify unauthorized third-party programs running concurrently with your game, as well as modifications to game files that enable or encourage cheating. "Unauthorized third-party programs" in this sense include, for example, "Addons", "Mods", "Hacks", "Trainers" or other "Cheats" which enable you to interfere with or modify the gameplay provided by the game not authorized under this License and Use Agreement. c) If the anti-cheating software detects the use of an unauthorized third-party program or any other unauthorized interference with the gameplay of the game, the game will be automatically terminated and we will be informed that a corresponding violation has occurred via your user account, stating the date, time and classification of the violation. The anti-cheating software is deactivated when you disconnect from the game server. 3. Communication within KALYPSO services a) KALYPSO offers the user various communication options to publish their own content and contributions within KALYPSO services or to communicate directly with other users. KALYPSO exclusively provides the technical basis for the exchange of information. There is no entitlement to the provision of such communication facilities. b) The user is prohibited from publishing or distributing content (e.g. pictures, videos, links, names, texts, communication) within the framework of the KALYPSO services · that violate applicable law or are immoral; · that infringe trademarks, patents, copyrights, other proprietary rights, trade secrets or other rights of third parties; · that are obscene, racist, glorify violence, pornographic, harmful to minors or otherwise endanger the development of children and young people or are of a detrimental nature; · that are of an insulting, harassing, defamatory or otherwise injurious nature; · that contain chain letters or pyramid schemes; · that falsely create the impression that KALYPSO provided or supports them; · that contain personal data of third parties without their express consent; · that have a commercial, in particular promotional, character; · that have political, religious or sexual connotations. c) Appropriate wording must be used for all communication within KALYPSO services. d) KALYPSO expressly does not approve the content of such communications. However, the user grants KALYPSO an unlimited, non-exclusive right to use, in particular to store and publish the content and contributions posted by them within the framework of the KALYPSO services, provided this is necessary within the framework of the technical operation of the communication options made available. KALYPSO points out that at most Page 7 of 12

random, non-comprehensive active monitoring of the posted content is carried out. In addition, every user has the ability to report suspected illegal content to KALYPSO. KALYPSO will then react without delay and, if necessary, edit or delete reported content. 4. Legal consequences of violations a) In case of doubt, the user must immediately remove any content that has been flagged by KALYPSO and violates this License and Use Agreement. KALYPSO also expressly reserves the right to remove such content itself. e) Without prejudice to any other legal or contractual rights, in particular the right to terminate for good cause, KALYPSO may, in its

reasonable discretion, take or cause to be taken one or more of the following actions to the extent that there is sufficient factual evidence that a user has breached this License and Use Agreement or the supplementary conditions and rules applicable to a KALYPSO Service from time to time, unless the user is not responsible for the breach: · modify or delete offending content · warn a user · temporarily block a user account · permanently exclude a user from KALYPSO services (after effective termination of the user relationship) c) If a user has been permanently excluded, they may not register a new user account without prior consent from KALYPSO. IV.

Warranty, Liability

1. Warranty a) KALYPSO content The warranty for the purchase of KALYPSO content is governed by the statutory provisions. b) KALYPSO services The warranty for KALYPSO services is governed by the statutory provisions. KALYPSO does not guarantee that the KALYPSO services will be available without interruption or restrictions. KALYPSO is entitled to interrupt the operation of the KALYPSO services for compelling technical reasons or due to necessary maintenance work without prior notice. In all other cases, advance notification with reasonable notice must be given in an appropriate manner. c) User obligations It is the user's responsibility to ensure that the software and hardware they use is up to date and suitable, in particular to be able to use any version updates or other updates of the

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KALYPSO services. We will keep you informed via our website of all technical requirements for the use of KALYPSO services. d) Updates and patches During the contract period, KALYPSO will provide the user with the necessary updates required to maintain the contractual nature of the KALYPSO content or KALYPSO services and inform the user of these updates. Required updates include security updates in addition to patches or updates, for example, to improve features, fix software bugs or other problems, or to balance the game or add, remove or modify features. If the user fails to install an update that has been provided to them within a reasonable period of time, KALYPSO is not liable for a product defect that is solely attributable to this failure to update. e) Changes The user has no claim to a continuation of specific functions, since KALYPSO content and KALYPSO services, in particular games, are subject to ongoing development. KALYPSO will only make changes to the KALYPSO content and KALYPSO services which go beyond what is necessary to maintain the contractual conformity if · no additional costs are incurred by the user as a result of the change, and · the user is clearly informed about the change. If a change to the KALYPSO content and KALYPSO services impairs accessibility or usability, the user can terminate the contract at any time free of charge. 2. Liability a) KALYPSO is liable to the extent stipulated in law for loss arising from deliberate or grossly negligent behavior by KALYPSO or its vicarious agents as well as regardless of the degree of fault for loss due to culpable death, physical injury or damage to health. b) Otherwise, KALYPSO's liability for loss is limited in accordance with the following provisions, provided nothing else arises from a guarantee expressly assumed by KALYPSO: For loss caused by simple negligence KALYPSO will only accept liability if the loss arises from the breach of essential contractual obligations (cardinal duties). Cardinal duties are obligations, the fulfilment of which makes the due performance of the contract possible in the first place, and on the observance of which the customer might generally rely. If KALYPSO is liable for simple negligence, the liability of KALYPSO is limited to typically foreseeable damage. c) The provisions of the preceding paragraphs apply mutatis mutandis to a limitation of the obligation to compensate for wasted expenses (Section 284 BGB). Page 9 of 12

d) The above limitations of liability also apply in favor of vicarious agents of KALYPSO. e) KALYPSO is not liable for any expenses incurred by the user through the use of services not expressly offered by KALYPSO. This applies in particular to costs due to the data transfer to or from the user's terminal device as well as to any costs incurred by the user for the use of payment systems. f) For malfunctions of the KALYPSO services existing at the beginning of the service provision, KALYPSO does not accept any possible liability independent of fault. This means that KALYPSO only accepts liability if KALYPSO or its vicarious agents are responsible for this. g) Liability under the Product Liability Act remains unaffected by the above provisions. V. Term and Termination

1. Contract term and termination a) Unless otherwise expressly stipulated within the scope of registration, the user contract is concluded for an indefinite period of time. b) The contract may be terminated by the user at any time without notice. c) KALYPSO has the right to terminate the user contract without offering any reasons if KALYPSO suspends the operation of the KALYPSO services altogether. KALYPSO has the right to terminate the user contract without giving further reasons with regard to individual KALYPSO services, if KALYPSO suspends offering these KALYPSO services altogether. In both of the cases above, the customer must be informed about the suspension of the respective KALYPSO services with reasonable notice in advance. d) If a limited term has been agreed with regard to a KALYPSO service, the user contract can only be terminated in this respect ordinarily at the end of the term, subject to a notice period of four weeks before the last day of the current term. If the contract is not terminated in due time, the respective fixed-term contract is automatically extended by the original term, but for a maximum of one year. e) Each party has the right to terminate the contract for good cause without notice. KALYPSO has good cause in particular where:
 - the user commits a substantial violation of laws, the provisions of this License and Use Agreement and/or supplementary applicable terms and conditions, in particular those for the respective KALYPSO service or game rules, and this violation is not terminated within a reasonable period of time set by KALYPSO for this purpose or is repeated after being terminated once, unless the user is not responsible for the violation themselves. The provision of a time limit for remedy is dispensable if special circumstances exist which justify immediate termination after weighing the interests of both parties.
 - the user is in arrears with the payment of contractually owed fees and does not pay despite a reminder or the user makes unauthorized use of paid KALYPSO services, unless the user is not responsible for the breach themselves,

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f) Notice of termination must be issued in text form (email is sufficient) or via a termination function implemented within the KALYPSO account or within a KALYPSO service. g) Unless a specific term has been agreed, KALYPSO is authorized to terminate the user contract in the event of uninterrupted inactivity of a KALYPSO account of more than six months and to delete the KALYPSO account. KALYPSO will inform the user in advance about a deletion of the KALYPSO account via the email address registered to the KALYPSO account.

2. Legal consequences of termination of contract a) After a termination of the complete user contract has become effective, KALYPSO will delete the relevant KALYPSO account. b) The refund of any virtual currency still in existence at the time of termination is governed by the terms and conditions of the platform operator through which it was acquired. VI. Miscellaneous provisions

1. Applicable Law a) The law of the Federal Republic of Germany, excluding the UN Convention on

Contracts for the International Sale of Goods and the reference provisions of private international law apply. b) If the user, as a consumer, has their habitual residence in another country within the Euro-pean Union at the time of the respective conclusion of the contract (registration or purchase of services subject to a charge), the application of those consumer protection laws of that country which may not be deviated from under the law of that country remain unaffected by the above agreement regarding the choice of law. c) Should individual provisions of this License and Use Agreement become invalid or unen-forceable, the remaining part of the License and Use Agreement will not be affected thereby and will remain valid and enforceable provided this corresponds to the presumed intention of the parties. In this case, the invalid or unenforceable provision will be replaced by a provision that comes as close as possible to the intention of the contracting parties when the respective provision was agreed. This applies accordingly in the event that this License and Use Agreement contains omissions.

2. Settlement of disputes a) Online Dispute Resolution according to Article 14 (1) ODR Regulation: The EU Commission has provided an internet platform for online dispute resolution ("ODR platform"). The ODR platform can serve as a contact point for the out-of-court settlement of disputes arising from online sales contracts or service contracts. The ODR platform can be found at <http://ec.europa.eu/consumers/odr>.

b) KALYPSO trusts that it will be able to resolve conflicts amicably with the user. We will therefore not participate in consumer arbitration before a consumer arbitration board in accordance with the VSBG (Consumers' Dispute Settlement Act) or the ODR Regulation.

3. Contact and Communication

a) As a general rule, KALYPSO will communicate with the user by email, unless otherwise stated in this License and Use Agreement. The user must ensure that the email address provided as part of the registration and, if applicable, also a SPAM filter set up for this email address are regularly checked for messages from KALYPSO.

b) If the user contacts KALYPSO, they must specify which online game and which user account they are referring to. For support, KALYPSO provides the user with a support system. In relation to support matters, KALYPSO is entitled to refer the user to the exclusive communication via the support system.

Email:

Support: support@kalypsomedia.com Info: info@kalypsomedia.com Privacy:

dataprotectionofficer@kalypsomedia.com Postal address: Kalypso Media Group GmbH Wilhelm-Leuschner-Strasse 11-13 67547 Worms,

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