

ELECTRONIC ARTS
SOFTWARE END USER LICENSE AGREEMENT
DARK SPORE

This End User License Agreement ("License") is an agreement between you and Electronic Arts Inc., its subsidiaries and affiliates ("EA"). This License governs your use of this software product and all related documentation, and updates and upgrades that replace or supplement the software in any respect and which are not distributed with a separate license (collectively, the "**Software**"). This Software is licensed to you, not sold.

By installing or using the Software, you agree to the terms of this License and agree to be bound by it. Section 2 below describes the data EA may use to provide services and support to you in connection with the Software. If you do not agree to this use of data, do not install or use the Software. IF YOU INSTALL the Software, the terms and conditions of this License are fully accepted by you. If you do not agree to the terms of this License, then do not install or use the Software.

Right to Return (Applicable To Those Who Purchased Packaged Software From Physical Retail Stores In the United States). If you do not agree to the terms of this License and you have not installed or used the Software, you may return the Software for a refund or exchange within thirty (30) days from the date of purchase to the original place of purchase by following the instructions for return available at <http://warrantyinfo.ea.com>.

1. Limited License Grant and Terms of Use.

- A. **Grant.** Through this purchase, you are acquiring and EA grants you a personal, limited, non-exclusive license to install and use the Software and/or any virtual items, objects or other purchased content for your non-commercial use solely as set forth in this License and the accompanying documentation. Your acquired rights are subject to your compliance with this Agreement. Any commercial use is prohibited. You are expressly prohibited from sub-licensing, renting or leasing the Software or rights to use the Software. The term of your License shall commence on the date that you install or otherwise use the Software, and shall end on the earlier of the date that you dispose of or transfer the Software; or EA's termination of this game's online services and/or this License. Your license will terminate immediately if you attempt to circumvent the technical protection measures for the Software. A separate Terms of Service agreement governs your use of online services in connection with the Software. You may view the Terms of Service agreement at terms.ea.com.

B. Technical Protection Measures And Access To Online Features.

A persistent Internet connection, an EA Account, including the acceptance of EA's online Terms of Service (terms.ea.com) and Privacy Policy (privacy.ea.com), and game registration with the serial code enclosed with the Software, are required to access the Software as well as online services and/or features and to download and apply Software updates and patches (if any). Certain online features and/or services may also require additional fees and/or payment(s). Software registration is limited to one EA Account per serial code. Your serial code for access to the Software is non-transferable once used. Only licensed software can be used to access online services, download content and apply updates and patches (if any). The installation of EA Download Manager as well as acceptance of the EA Download Manager End User License Agreement may also be required to access the Software, online services and/or features and to download and apply Software updates and patches (if any).

C. Automatic Updates. This Software provides automatic Software updates and patches if/when you are connected to the Internet. We may automatically update components of the Software and install new components when your computer is connected to the Internet to keep the Software functioning properly and to otherwise improve gameplay. Software updates and patches may be used only with licensed copies of the Software.

D. Further Restrictions. Your right to use the Software is limited to the license grant above and you may not otherwise copy, display, seek to disable, perform, publish, modify, create works from, or use the Software or any component of it, except as expressly authorized by EA. You are prohibited from making your EA Account available on a network where it could be used by multiple users. You may not remove or alter EA's trademarks or logos, or legal notices included in the Software or related assets.

E. Reservation of Rights. You have obtained a license to the Software and your rights are subject to this License. Except as expressly licensed to you herein, EA reserves all right, title and interest in the Software (including all characters, storyline, images, photographs, animations, video, music, text), and all associated copyrights, trademarks, and other intellectual property rights therein. This License is limited to the intellectual property rights of EA and its licensors in the Software and does not include any rights to other patents or intellectual property. Except to the extent permitted under applicable law, you may not decompile, disassemble, or reverse engineer the Software, or any component thereof,

by any means whatsoever. You may not remove, alter, or obscure any product identification, copyright, or other intellectual property notices in the Software. All rights not expressly granted herein are reserved by EA.

It is also strictly prohibited to use any third-party software or any other device with an intent to modify the Software in any way, intercepting or scanning game traffic or communications, changing the way the game plays or in a way that could impair the correct operation of the game. Such prohibited third party software or devices can include, but are not limited to, those in the nature of “addons”, “hacks”, “cheats”, “trainers”, “mods”, or the like by any name. This EULA may under no circumstances be used for the purpose of creating or supplying any opportunity for third parties to access the game, including through server emulators or similar devices.

- F. **Your Contributions.** 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 EA 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 the rights to reproduce, copy, adapt, modify, perform, display, publish, broadcast, transmit, or otherwise communicate to the public by any means whether now known or unknown and distribute your contributions without any further notice or compensation to you of any kind for the whole duration of protection granted to intellectual property rights by applicable laws and international conventions. You hereby waive any moral rights of paternity, publication, reputation, or attribution with respect to EA’s and other players’ use and enjoyment of such assets in connection with the Software and related goods and services under applicable law. The license grant to EA, and the above waiver of any applicable moral rights, survives any termination of this License.
- G. **Internet Fees.** You acknowledge that Internet Access is required to use the Software and that EA does not provide such Internet access. You are wholly responsible for the cost of all telephone and Internet Access charges, along with all necessary equipment, servicing, repair or corrections that are required to maintain connectivity to the servers used to run the Game.
- H. **No Rights Over Results Of Use Of Software Or Over In-Game Content.** This EULA grants you a simple license to use the Software for purposes set forth in this Agreement. You have no rights to or in the game or its content except as expressly set forth herein. You acknowledge that all characters created and all objects or attributes acquired (by purchase or otherwise) and developed during game play are an integral part of the

game and strictly remain the property of EA. You acknowledge and agree that you have, except as may be permitted by EA, no right to and may not sell, auction, give away, or in any way make available, whether free of charge or for a fee, any content (including any content generated by yourself or any other user), character/avatar, object, item or any component of the Software or game, to another person.

- I. **Discontinuation of Online Services And/Or Features.** This game, and your rights thereto as set forth herein, can be discontinued with thirty (30) days' notice at www.ea.com/2/service-updates. EA is under no obligation to offer or continue to offer specific items, features, reqards or services to you as part of the Software. Any items, features, reqards or services will be offered by EA in its absolute discretion and functionality may vary from time to time. EA reserves the right at any time for any reason to change and/or eliminate any aspect or feature of the Software and/or game as it sees fit in its sole discretion.
2. **Consent to Use of Data.** When you Authenticate your Software, EA and its affiliates may collect, use, store and transmit technical and related information that identifies your computer including your Internet Protocol Address, hardware identification, operating system, application software and peripheral hardware as well as game play and software usage statistics. If and when you Authenticate your Software and/or access online features and/or services, this data may be transmitted to EA. EA may use this information to facilitate Technical Protection Measures, the provision of software updates and dynamically served content (if any) as well as for marketing purposes and to improve our products and services. We may share anonymous data with third parties.

Other types of data collected as well as how data is collected, used, stored and transmitted is set forth in EA's Privacy Policy located at privacy.ea.com. To the extent that anything in this section conflicts with the terms of EA's Privacy Policy, the terms of the Privacy Policy shall control.

3. **Consent to Public Display of Data.** If you participate in online services, such as online play or the downloading and uploading of content, EA and its affiliates may also collect, use, store, transmit and publicly display statistical data regarding game play (including scores, rankings and achievements), or publicly identify content that is created and shared by you with other players.
4. **Termination.** This License is effective until terminated. Your rights under this License will terminate immediately and automatically without any notice from EA if you fail to comply with any of the terms and conditions of this License. Promptly upon termination, you must cease all use of the Software and destroy all copies of the Software in your possession or control. Termination will not limit any of EA's other rights or remedies at law or in equity. Sections

4 - 12 of this License shall survive termination or expiration of this License for any reason.

5. **Limited Warranty on Recording Media.** The LIMITED WARRANTY ON RECORDING MEDIA THAT ACCOMPANIES YOUR SOFTWARE IS FOUND IN THE PRODUCT MANUAL THAT WAS DISTRIBUTED WITH YOUR SOFTWARE AND IS INCORPORATED HEREIN BY REFERENCE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE ADDITIONAL RIGHTS UNDER APPLICABLE LOCAL LAW, WHICH VARY FROM JURISDICTION TO JURISDICTION.
6. **Disclaimer of Warranties.** EXCEPT FOR THE LIMITED WARRANTY ON RECORDING MEDIA FOUND IN THE PRODUCT MANUAL, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SOFTWARE IS PROVIDED TO YOU "AS IS," WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, WITHOUT PERFORMANCE ASSURANCES OR GUARANTEES OF ANY KIND, AND YOUR USE IS AT YOUR SOLE RISK. THE ENTIRE RISK OF SATISFACTORY QUALITY AND PERFORMANCE RESIDES WITH YOU. EA AND EA'S LICENSORS (COLLECTIVELY "EA" FOR PURPOSES OF THIS SECTION AND SECTION 7) DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, AND WARRANTIES (IF ANY) ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EA 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 INTEROPERATE OR BE COMPATIBLE WITH ANY OTHER SOFTWARE OR THAT ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN ADVICE PROVIDED BY EA OR ANY AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.
7. **Limitation of Liability.** TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL EA, ITS SUBSIDIARIES OR ITS AFFILIATES BE LIABLE TO YOU FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER

FORM OF DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS LICENSE OR THE SOFTWARE, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT EA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SOME JURISDICTIONS DO NOT ALLOW A LIMITATION OF LIABILITY FOR DEATH, PERSONAL INJURY, FRAUDULENT MISREPRESENTATIONS OR CERTAIN INTENTIONAL OR NEGLIGENT ACTS, OR VIOLATION OF SPECIFIC STATUTES, OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. In no event shall EA's total liability to you for all damages (except as required by applicable law) exceed the amount actually paid by you for the Software.

8. **Limitation of Liability and Disclaimer of Warranties are Material Terms of this License.** You agree that the provisions in this License that limit liability are essential terms of this License. The foregoing limitations of liability apply even if the above stated remedy under the Limited Warranty for Recording Media fails in its essential purpose.
9. **Severability and Survival.** If any provision of this License is illegal or unenforceable under applicable law, the remainder of the provision shall be amended to achieve as closely as possible the effect of the original term and all other provisions of this License shall continue in full force and effect.
10. **U.S. Government Restricted Rights.** If you are a government end user, then this provision applies to you. The Software provided in connection with this License has been developed entirely at private expense, as defined in FAR section 2.101, DFARS section 252.227-7014(a)(1) and DFARS section 252.227-7015 (or any equivalent or subsequent agency regulation thereof), and is provided as "commercial items," "commercial computer software" and/or "commercial computer software documentation." Consistent with DFARS section 227.7202 and FAR section 12.212, and to the extent required under U.S. federal law, the minimum restricted rights as set forth in FAR section 52.227-19 (or any equivalent or subsequent agency regulation thereof), any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by this License and shall be prohibited except to the extent expressly permitted by this License.
11. **Injunctive Relief.** You agree that a breach of this License will cause irreparable injury to EA for which monetary damages would not be an adequate remedy and EA shall be entitled to seek equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.

12. **Governing Law.** If you reside in a Member State of the European Union: (i) the laws of England, excluding its conflicts-of-law rules, govern this License and your use of the Application; and (ii) you expressly agree that exclusive jurisdiction for any claim or action arising out of or relating to this License and/or your use of the Application shall be the Courts of England, and you expressly consent to the exercise of personal jurisdiction of such courts. If you reside elsewhere: (i) the laws of the State of California, excluding its conflicts-of-law rules, govern this License and/or your use of the Application; and (ii) you expressly agree that exclusive jurisdiction for any claim or action arising out of or relating to this License and/or your use of the Application shall be the federal or state courts that govern San Mateo County, California, and you expressly consent to the exercise of personal jurisdiction of such courts. Please note that your conduct may also be subject to other local, state, national, and international laws. The parties agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to this License or to any dispute or transaction arising out of this License.
13. **Export.** You agree to abide by U.S. and other applicable export control laws and agree not to transfer the Software to a foreign national, or national destination, which is prohibited by such laws, without first obtaining, and then complying with, any requisite government authorization. You certify that you are not a person with whom EA is prohibited from transacting business under applicable law.
14. **Entire Agreement.** This License constitutes the entire agreement between you and EA with respect to the Software and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless made in writing and signed by EA. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. In the event of a conflict between this License and any applicable purchase or other terms, the terms of this License shall govern.