

**ELECTRONIC ARTS
ONLINE GAME SOFTWARE**

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To gain access to the Software, you must (a) have acquired the Software (whether on DVD-ROM, CD-ROM or other physical media or by online download) by legal means, (b) have installed the Software on your computer and (c) have accepted this EUALA.

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It is strictly prohibited to use the Software to connect with or play the Game or any facsimile thereof on any servers that are not authorized by EA or any Operator ("grey shards" or the like). In addition, you may not emulate or operate such servers or assist any third party to do so.

It is also strictly prohibited to use any third-party software or any other device with a view to modifying the Software in any way, intercepting or scanning Game traffic or communications, changing the way the Game plays or playing in an abnormal manner 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. The authorisations granted to you in accordance with this EUALA 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. To the fullest extent permitted by applicable law, you agree that EA or an Operator may scan your computer's memory or hard disk drive to detect or locate any such unauthorized third party program or devices, with or without any prior notice to you at any time. Furthermore, you may not use the Software in a manner that would impose an unreasonable or disproportionate burden on the infrastructure of EA or any Operator.

C. No Rights over results of use of Software or over in-Game content.

This EUALA grants you a simple license to use the Software to play the Game. You have no rights to or in the Game or its content.

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To facilitate the provision of any updates or upgrades or expansions to the Software, any dynamically served content, Digital Rights Management, product support and other services to you, including online play of the Game, you agree that EA and third parties (including any Operators, if applicable) which are providing EA authorized services to you in connection with this Software ("Related Parties"), may collect, use, store and transmit technical and related information that identifies your computer

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EA may terminate this EUALA immediately without prior notice if you fail to comply or otherwise violate the terms of this EUALA, if you infringe the intellectual property rights of any third party or manifestly endanger public order. We may also decide to terminate this EUALA in the event that we terminate the operation of the Game.

You may terminate this EUALA at any time by informing EA or any applicable Operator in writing or by such means as may be implemented for such purposes by EA or an Operator.

Promptly upon termination, you must cease all use of the Software and destroy all copies of the Software in your possession or control. You acknowledge and agree that the termination of this EUALA or permanent deletion of the Software may render your Account and any in-game attributes or Content unusable, for which you will not hold EA in any way responsible.

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6. Warranties.

This Section is to be read subject to Sections 7 and 8.

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10. Compliance with law. You must respect all applicable laws regarding the use of the Software and the Game.

11. Injunctive Relief. You agree that a breach of this EUALA may cause irreparable injury to EA for which monetary damages would not be an adequate remedy and EA shall in such event be entitled to seek equitable relief in addition to any other remedies it may have hereunder or at law.

12. Governing Law and Dispute Resolution. This EUALA shall be governed by and construed (without regard to conflicts or choice of law principles) under the laws of the State of California as applied to agreements entered into and to be performed entirely in California between California residents. Unless expressly waived by EA in writing for the particular instance or where contrary to local law, the exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the California state and federal courts having within their jurisdiction the location of EA's principal place of business. Both parties consent to the jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by California or

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Both parties agree that they will, except in the case of injunctive relief required to prevent irreparable harm to either party, and before initiating any action in court, first seek to resolve any dispute between them through good faith negotiations of up to 30 days initiated by written communication. In EA's case, you will send this communication by post or courier to EA's address at 209, Redwood Shores Parkway, Redwood Shores, California 94065, United States of America. You agree that EA may send its communication to the last email address registered by you with us or any Operator, and that proof of despatch by EA to that email address shall constitute proof of delivery.

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. Third Party Beneficiaries. Notwithstanding anything in this EUALA to the contrary, you hereby acknowledge that EA's licensors, as well as any applicable Operator, are third-party beneficiaries of this EUALA and have the right to bring an action directly against you for a breach of this EUALA to the extent required to enforce their respective rights in and to the Software or Game.

15. Entire Agreement. Except as specifically set forth in this EUALA, this EUALA constitutes the entire agreement between you and EA with respect to the Software and supersedes all prior or contemporaneous understandings, either express or implicit, regarding such subject matter. No amendment to or modification of this EUALA will be binding unless made in writing and signed by EA. None of EA's, or any of EA's Operators, distributors, agents, or any of their respective employees are authorized to make modifications or additions to this EUALA.

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17. No Waiver. No failure to exercise, nor a delay in exercising, 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 EUALA and any applicable purchase or other terms, the terms of this EUALA shall govern the relationship between you and EA.

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