

CONAN® CHOP CHOP END USER LICENSE AGREEMENT (EULA)

PLEASE READ THE FOLLOWING END USER LICENSE AGREEMENT (“AGREEMENT”) BEFORE INSTALLING CONAN® CHOP CHOP, (THE “GAME SOFTWARE”). BY INSTALLING AND/OR OTHERWISE USING THE GAME SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THIS AGREEMENT IS BETWEEN THE END USER (“YOU”) AND FUNCOM OSLO AS; A NORWEGIAN ENTITY LOCATED AT KIRKEGATA 15, OSLO, NORWAY N0153 AND ITS AFFILIATED COMPANIES (COLLECTIVELY, “FUNCOM”).

FOR STEAM PURCHASERS: YOUR USE OF THE GAME SOFTWARE IS ALSO SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE STEAM™ SUBSCRIBER AGREEMENT AND/OR ANY OTHER TERMS SET FORTH BY VALVE CORPORATION IN RELATION TO THE STEAM SERVICE.

IF YOU AGREE TO THE TERMS SET FORTH IN THIS AGREEMENT, select “I ACCEPT” , “I AGREE” or similar wording that indicates acceptance to install the Game Software and to indicate your acceptance of these terms and your understanding of the conditions of use of the Game Software.

IF YOU DO NOT AGREE TO THE TERMS SET FORTH IN THIS AGREEMENT, select “I DO NOT ACCEPT” and do not install or otherwise use the GAME SOFTWARE.

LIMITED USE LICENSE

The term “Game Software” includes the software included in this video game, the associated media, any printed materials, manuals, any online or electronic documentation, and any and all copies of such software and materials. Funcom grants to you the non-exclusive, non-transferable, limited right and license to install and use one (1) copy of the Game Software on one (1) computer hard drive at any given time solely for your personal use (the “License”). All rights not specifically granted under this License are hereby reserved by Funcom and, as applicable, by its licensees. The Game Software is licensed to you, not sold. This License does not give you any title or ownership in the Game Software, and should not be construed as a sale or transfer of any intellectual property or other rights to the Game Software.

OWNERSHIP

You agree and acknowledge that all title, ownership rights, and intellectual property rights connected with the Game Software and any and all copies thereof (including but not limited to any derivative works, titles, computer code, themes, objects, characters, character names, stories, dialogs, catch phrases, locations, concepts, artwork, graphics, animation, sounds, musical compositions, audio-visual effects, text, screen displays, methods of operation, moral rights are owned by Funcom or its licensors.

The Game Software is protected by the copyright laws of the United States, international copyright treaties and conventions, United States and common law trademark laws, and other laws. All rights are reserved worldwide. The Game Software contains certain materials licensed by Funcom licensors and licensors may protect their rights in the event of any violation of this Agreement.

LICENSE CONDITIONS AND RESTRICTIONS

You agree to only use the Game Software, or any part of it, in a manner that is consistent with this License and you SHALL NOT:

(a) without written permission from Funcom; use, advertise or exploit in any manner the Game Software or any of its parts commercially, including but not limited to use at a cyber (Internet) café, computer gaming center or any other location-based site;

(b) without a separate, additional license from Funcom use the Game Software or permit the use of the Game Software, on more than one computer, game console, handheld device or PDA at the same time;

(c) use the Game Software, or permit use of the Game Software, in a unauthorized: network, multi-user arrangement or remote access arrangement, except as otherwise explicitly permitted by Funcom in writing;

(d) make copies of the Game Software or any part thereof, except that you may make one (1) copy of the Game Software for backup or archival purposes.

(e) sell, rent, lease, license, distribute, upload to any Internet server or web site, or otherwise transfer any portion of this Game Software or any copies without the express prior written consent of Funcom.

(f) reverse engineer, derive source code, modify, decompile, disassemble, or create derivative works of the Game Software, in whole or in part (except as the applicable law expressly permits, in which case all and any lawful modifications, adaptations, improvements, etc., and all copyrights and morale rights therein, shall be deemed assigned to, and shall belong to, vest in and be the exclusive property of Funcom and/or its licensors on creation, in any event);

(g) remove, disable or circumvent any security protections or any technical measures that control access to the Game Software;

(i) export or re-export the Game Software or any copy or adaptation in violation of any applicable laws or regulations; or

(j) create data or executable programs that mimic data or functionality in the Game Software.

Furthermore, you agree that you shall abide by the safety information, maintenance instructions or other relevant notices included with the Game Software.

GAME SOFTWARE UPDATES AND PATCHES

Funcom may provide updates, patches and other modifications to the Game Software that must be installed for the user to continue to play the game properly or at all. Funcom may update, patch or modify the Game Software remotely and access the Game Software residing on your machine for such purpose, and you hereby grant to Funcom the right to deploy and apply such patches, updates and

modifications. All provisions of this Agreement that refer to the “Game Software” shall also include all such patches, updates and modifications.

DATA COLLECTION AND USAGE:

We may from time to time during your gameplay collect anonymous, non-personally identifiable information (i.e. information which neither identifies you nor is linked to, associated with or capable of being used to identify, you) about your hardware system including how you are using the Software Product (including information about your successful installation and removal of the Software Product). This information may also include your internet protocol (I.P.) address. This information may be used not only to help you play the game over the Internet (where the Software Product contains Online Features) but also to help us better understand how our customers are using the Software Product, their behavior and preferences, so that we can improve our computer games and services in the future. This information will not, however, be used to personally identify you without you being aware of it and without your separate consent. This information and any other data which may be provided by you to us or which may be collected by us in connection with your installation and use of the Software Product or any Online Features will be collected, stored, retrieved, used and distributed in accordance with Funcom’s Privacy Policy and Cookies Policy applicable to your region, which are located at <https://www.funcom.com/privacy-policy/>

By clicking the Accept or Agree you unconditionally agree to the terms of the Privacy Policy and Cookies Policy . In the event of any conflict between any provision of the Privacy Policy and this Paragraph, the Privacy Policy shall prevail.

LIMITED WARRANTY

You are aware and agree that use of the Game Software and the media on which it is recorded is at your sole risk. Funcom warrants to the original consumer purchaser of the Game Software that the recording medium on which the Game Software is recorded (if applicable) shall be free from defects in material and workmanship for a period of ninety (90) days from the original date of purchase (the “Limited Warranty”). In the event of an issue with your downloaded software; you may re download the software.

THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY FOR THE EXPRESS WARRANTY SET FORTH IN THIS SECTION.

This Limited Warranty does not apply if the defects have been caused by your negligence, accident, unreasonable use, modification, tampering, or any other causes not related to defective materials or manufacturing workmanship, and Funcom and its licensors shall not be held liable for any damage, injury or loss if caused as a result of any of these reasons.

OTHER THAN EXPRESSLY SET FORTH IN THIS AGREEMENT, THE GAME SOFTWARE IS PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

Some states and jurisdictions do not allow the exclusion of, or limitations on, limited or implied warranties, and in such states and jurisdictions, Funcom and its licensors' liability shall be limited to the maximum extent permitted by law. You may have other rights that vary from state-to-state or from jurisdiction-to-jurisdiction. Under no circumstances shall any implied warranty required by law exceed the 90-day period of the Limited Warranty above.

LIMITATIONS ON DAMAGES

IN NO EVENT SHALL FUNCOM OR ITS LICENSORS BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE OR MALFUNCTION OF THE GAME SOFTWARE, INCLUDING WITHOUT LIMITATION ANY LOSSES OR DAMAGES CONNECTED WITH OR CONSISTING OF LOST PROFITS, DAMAGE TO PROPERTY, LOST OR CORRUPTED DATA OR FILES, LOSS OF GOODWILL, CONSOLE, COMPUTER OR HANDHELD DEVICE FAILURE, ERRORS AND LOST BUSINESS OR OTHER INFORMATION AS A RESULT OF POSSESSION, USE OR MALFUNCTION OF THE GAME SOFTWARE, OR PERSONAL INJURIES, EVEN IF FUNCOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. FURTHERMORE, IN NO EVENT SHALL FUNCOM OR ITS LICENSORS BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES OR ANY OTHER TERMS OF THIS AGREEMENT. FUNCOM'S TOTAL LIABILITY IN ALL CASES SHALL NOT EXCEED THE ACTUAL PRICE PAID FOR THE GAME SOFTWARE.

INJUNCTION

Because Funcom would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that Funcom shall be entitled, without bond or other security or proof of damages, 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

TERM AND TERMINATION

Without prejudice to any other rights of Funcom, the License shall remain in effect for as long as you use, operate or run the Game. The License shall terminate automatically if you fail to comply with its terms and conditions. In such event, you must uninstall and destroy all copies of the Game Software. You may also terminate the License at any time by destroying the Game Software and uninstalling it from your computer(s) or other applicable hardware. The Sections entitled "Ownership," "License Conditions and Restrictions," "Limitations on Damages," "Term and Termination," "Injunction," "Indemnity," "Choice of Law and Jurisdiction," and "Miscellaneous" shall survive any termination of this License.

INDEMNITY

You agree to indemnify, defend and hold harmless Funcom, its partners, affiliates, contractors, licensors, officers, directors, employees and agents from all claims, damages, costs and expenses (including reasonable legal costs) arising directly or indirectly from your acts or omissions in connection with using

the Game Software or any breach by you of the terms of this Agreement.

CHOICE OF LAW AND JURISDICTION

THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF YOU AND FUNCOM CONCERNING THE GAME SOFTWARE, SHALL BE CONSTRUED AND ENFORCED UNDER NORWAY LAW. THE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED.

FUNCOM