

END USER LICENSE AGREEMENT FOR FUNCOM LAUNCHER

October 29, 2020

This End User License Agreement (“License”) governs your access and use of the Funcom Launcher and related updates, upgrades, and features (collectively “the Launcher” or “the “Application”). This agreement is between You and Funcom Oslo AS (“Funcom”).

BY INSTALLING THE FUNCOM LAUNCHER YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE, DO NOT INSTALL THE FUNCOM LAUNCHER.

1. [License Terms of Use.](#)

Grant, Reservation of Rights, and Restrictions.

The Launcher is licensed to you, not sold. Funcom grants you a personal, limited, non-transferable, revocable, and non-exclusive license to use the Launcher for your non-commercial use, subject to your compliance with this License. You may not access, copy, modify, reverse engineer, extract source code or distribute the Launcher, unless expressly authorized by Funcom or permitted by law. Funcom owns and reserves all other rights, including all right, title and interest in the Launcher and associated intellectual property rights.

License Validation.

The Application and an internet connection may be required to validate the license for certain software and services.

Updates.

This License shall apply to any updates, upgrades and/or additional features that are not distributed with a separate license or other agreement. The Launcher may download and install updates, upgrades and additional features. You agree that Funcom has no obligation to support previous version(s) of the Launcher upon the availability of the update, upgrade and/or implementation of additional features.

2. [Termination.](#)

This License is effective until terminated by you or Funcom. Upon termination, you agree to cease all use of the Launcher and destroy all copies of the Launcher in your possession or control.

3. [Warranties; Limitation of Liability.](#)

THE LAUNCHER IS LICENSED AND PROVIDED “AS IS.” YOU USE IT AT YOUR OWN RISK. TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAW, FUNCOM GIVES NO EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR PRACTICE. FUNCOM DOES NOT WARRANT THAT THE LAUNCHER WILL MEET YOUR REQUIREMENTS; THAT OPERATION OF THE LAUNCHER WILL BE

UNINTERRUPTED OR FREE FROM ERRORS, BUGS, CORRUPTION, LOSS, INTERFERENCE, OR THAT THE LAUNCHER WILL INTEROPERATE OR BE COMPATIBLE WITH ANY OTHER SOFTWARE.

4. Dispute Resolutions

Any dispute, controversy or claim arising out of or relating to this contract, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules. The Tribunal will consist of one arbitrator. The place of arbitration will be Oslo, Norway. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to the clause set forth in Paragraph E below.

In any arbitration arising out of or related to this Agreement, the arbitrator(s) may not award any incidental, indirect or consequential damages.

A) Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested.

B) The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

C) All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

D) Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the parties so desire.

E) At no time prior to the Earliest Initiation Date shall either side initiate an arbitration or litigation related to this Agreement except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements of Paragraph 3 above.

F) All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until 15 days after the Earliest Initiation Date. The parties will take such action, if any, required to effectuate such tolling.

5. General Terms.

Entire Agreement

This License, together with any other Funcom terms that govern your use of Funcom software or services, constitutes the entire agreement between you and Funcom. If any part of this Agreement is held to be unenforceable, all other parts of this Agreement shall continue in full force and effect. The failure of Funcom to exercise any right under this Agreement shall not constitute a waiver of the right,

Export

You agree to follow U.S. and other applicable export control laws and agree not to transfer the Application to a foreign national, or national destination, that is prohibited by such laws; and acknowledge you are not a person with whom Funcom is prohibited from doing business under these export control laws.

Governing Law

This License is between you and Funcom Oslo AS, a Norwegian company with offices at 15 Kirkegata, Oslo Norway N-0152. you expressly agree that exclusive jurisdiction for any claim or action arising out of or relating to this License or the Application shall be the courts of Norway.

You expressly agree The UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to this Agreement or to any dispute arising out of or relating to this Agreement.