

## **Dreamfall and Dreamfall: The Longest Journey**

### **END USER LICENSE AGREEMENT**

Revised January 2021

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a. Certain Restricted Actions. You may not, in whole or in part, copy, photocopy, reproduce, translate, reverse engineer, derive source code from, modify, disassemble, decompile, or create derivative works based on the Game, or any element thereof or otherwise seek to discover the source code, components, digital rights management, format or other protocols associated with the Game or remove or alter any proprietary notices or labels on the Game. Failure to comply with the restrictions and limitations contained in this Section shall result in the immediate, automatic termination of the license granted hereunder and may subject You to civil and/or criminal liability.

b. Representations. You represent and warrant to Funcom that You will not:

- i. rent, lease, lend, sell, sublicense, assign, or auction any portion of the Game or allow another party access to your Account information;
- ii. exploit the Game or any element thereof, including without limitation the Software, for any commercial purpose, including without limitation use at a cyber cafe, computer gaming center, restaurant, bar, any other location-based site or other public performance without the express written consent of Funcom, such consent to be given at its sole discretion;
- iii. host, provide or develop services for the Game or intercept, emulate or redirect the communication protocols used by or on behalf of Funcom (or any of its licensees or authorized agents) in any way, including without limitation through protocol emulation, tunneling, packet sniffing, modifying or adding components to the Game, use of a utility program or any other techniques now known or hereafter developed, for any purpose, including without limitation unauthorized network play over the Internet, network play utilizing commercial or non-

commercial gaming networks, or as part of content aggregation networks;

- iv. facilitate, create or maintain any unauthorized connection to the Game or the Service, including without limitation, any connection to any unauthorized server that emulates or attempts to emulate the Service. All connections to the Game and/or the Service, whether created by the Software or by other tools and utilities, may only be made through methods and means expressly approved by Funcom. Under no circumstances may You connect or create tools that allow You or others to connect to the Game's proprietary interface other than those expressly provided by Funcom for public use;
- v. fail at any time to comply with the EULA or the Privacy Policy
- vi. use or otherwise access the Game in violation of the Terms of this Agreement, including, without limitation, Section 4(c) below; and
- vii. enable any third party, including any person who is not at least 18 years of age and of the age of majority in such person's place of residence, to use or otherwise have access to the Game.

c. Age. As a condition precedent to any licenses being granted to You under this Agreement, (i) You must be 18 years of age or older; and (ii) You must be at least of the age of majority in your place of residence. If You are 18 years of age or older but not of the age of majority in your place of residence, you must first obtain all necessary parental consent to enter into and be bound by this Agreement.

d. Transfers. A one time permanent transfer of all your rights to install and use packaged Software on physical recording media to another individual or legal entity is allowed, provided that: (i) you transfer or delete all copies of the Software in Your possession or control; and (ii) you retain no copies of the Software. You may not transfer your Account and/or any associated subscriptions to a third party. Funcom shall have no liability to You or any third person and will not be responsible should You not be able to transfer the right to (x) access Game play, (y) receive updates, upgrades, dynamically served content, any achievements and/or items already purchased or otherwise acquired by You whether or not paid for..

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6. Termination. This Agreement shall commence upon Your acceptance of the EULA set forth herein and continue thereafter until terminated. You may terminate this Agreement at any time by (i) destroying all copies of the Game in Your possession or control; (ii) permanently removing the Game from all of Your computers and game operating devices. Funcom may terminate this Agreement at any time, for any reason or no reason at all, without Your consent or any further notice to you. Violation by You of this Agreement automatically terminates the rights and licenses granted to You under this Agreement. In the event of a termination of this Agreement or Your rights and license granted hereunder, You must (i) cease to use the Software; (ii) immediately and permanently destroy all copies of the Game in Your possession or control; and (iii) permanently remove the Software from all of Your computers and game operating devices. Upon termination of this Agreement for any reason, all licenses granted herein automatically, and without any further action by Funcom, shall immediately terminate.

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8. Limited Warranty. THE GAME (INCLUDING WITHOUT LIMITATION THE SOFTWARE AND MANUAL(S)) IS PROVIDED AND/OR MADE AVAILABLE TO YOU "AS IS, WHERE IS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. BY CLICKING "PLAY", YOU TERMINATE ANY RIGHT TO WITHDRAWALS. THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY FOR THE EXPRESS WARRANTY SET FORTH IN THIS SECTION. Some states do not allow the exclusion or limitation of implied warranties, so the above limitations may not apply to You.

#### 9. Seizure Warning

CERTAIN PEOPLE ARE SUSCEPTIBLE TO EPILEPTIC SEIZURES OR LOSS OF CONSCIOUSNESS WHEN EXPOSED TO CERTAIN FLASHING LIGHTS OR LIGHT PATTERNS IN EVERYDAY LIFE. SUCH PEOPLE MAY HAVE A SEIZURE WHILE WATCHING CERTAIN MONITOR IMAGES OR PLAYING CERTAIN VIDEO GAMES. THIS MAY HAPPEN EVEN IF THE PERSON HAS NO MEDICAL HISTORY OF EPILEPSY OR HAS NEVER HAD ANY EPILEPTIC SEIZURES. IF YOU OR ANYONE IN YOUR FAMILY HAS EVER HAD SYMPTOMS RELATED TO EPILEPSY (SEIZURES OR LOSS OF CONSCIOUSNESS) WHEN EXPOSED TO FLASHING LIGHTS, CONSULT YOUR

DOCTOR PRIOR TO PLAYING. WE ADVISE PARENTS TO MONITOR THE USE OF VIDEO GAMES BY THEIR CHILDREN. IF YOU OR YOUR CHILD EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS: DIZZINESS, BLURRED VISION, EYE OR MUSCLE TWITCHES, LOSS OF CONSCIOUSNESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT OR CONVULSION, WHILE PLAYING A VIDEO GAME, IMMEDIATELY DISCONTINUE USE OF THE VIDEO GAME AND CONSULT YOUR DOCTOR.

10. Limitation of Liability, Indemnity. NEITHER FUNCOM NOR ANY OF ITS PARENT, SUBSIDIARIES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AFFILIATES LICENSORS OR ADVISORS SHALL BE LIABLE IN ANY WAY FOR ANY LOSS OR DAMAGE OF ANY KIND ARISING OUT OF THE GAME OR THE SERVICES OR ANY USE THEREOF, INCLUDING WITHOUT LIMITATION LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DAMAGES OR LOSSES. FURTHER, NEITHER FUNCOM NOR ITS PARENT, SUBSIDIARIES, LICENSORS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AFFILIATES OR ADVISORS SHALL BE LIABLE IN ANY WAY FOR ANY LOSS OR DAMAGE TO PLAYER CHARACTERS, VIRTUAL GOODS (E.G., ARMOR, POTIONS, ITEMS, POSTS, WEAPONS, ETC.) OR CURRENCY, ACCOUNTS, STATISTICS, OR USER STANDINGS, RANKS, OR PROFILE INFORMATION STORED BY THE GAME. IN NO EVENT SHALL FUNCOM OR ITS PARENT, SUBSIDIARIES, LICENSORS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AFFILIATES OR ADVISORS (I) BE RESPONSIBLE FOR ANY INTERRUPTIONS OF SERVICE, INCLUDING WITHOUT LIMITATION, ISP DISRUPTIONS, SOFTWARE OR HARDWARE FAILURES, OR ANY OTHER EVENT WHICH MAY RESULT IN A LOSS OF DATA OR DISRUPTION OF SERVICE. IN NO EVENT WILL FUNCOM BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL FUNCOM'S LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED (IN THE AGGREGATE) THE TOTAL FEES PAID BY YOU TO FUNCOM DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE TIME SUCH CLAIM AROSE. YOU HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS FUNCOM AND ITS PARENT, SUBSIDIARIES, LICENSORS, PARTNERS, EMPLOYEES, CONTRACTORS, AFFILIATES AND ADVISORS FROM AND AGAINST ANY CLAIM, LIABILITY, LOSS, INJURY, DAMAGE, COST OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED BY FUNCOM ITS PARENT, SUBSIDIARIES, LICENSORS, PARTNERS, EMPLOYEES, CONTRACTORS, AFFILIATES OR ADVISORS ARISING FROM, OUT OF OR OTHERWISE RELATING TO YOUR USE OF THE GAME, OR ANY ELEMENT THEREOF OR YOUR BREACH OF ANY DUTY OR OBLIGATION UNDER THIS AGREEMENT.

11. Equitable Relief; Attorneys Fees. You hereby acknowledge and agree that (i) Funcom would be irreparably damaged if the terms of this Agreement were breached, threatened to be breached or not specifically enforced; and (ii) in addition to such other remedies available to it at law, in equity or otherwise, Funcom is hereby entitled, without providing bond, other security, or proof of damages, to seek temporary restraining orders and permanent injunctive relieve against Your anticipated, actual or continued breach of Your duties and obligations as contemplated under this

Agreement. In the event any litigation or other action is brought by either party in connection with this Agreement, the prevailing party in such litigation shall be entitled to recover from the other party all the costs, attorneys' fees and other expenses reasonably incurred by such prevailing party in such litigation or action.

12. Amendment. Funcom, at its sole and absolute discretion, from time to time and at any time, may modify, add to, supplement, delete or otherwise change this Agreement including, without limitation at such time(s) as Funcom upgrades the Software or as may otherwise be contemplated herein or therein. Any such change shall become effective upon notice to be delivered as follows: (i) Funcom may post any such change to this Agreement and the Privacy Policy at [www.funcom.com](http://www.funcom.com) or (ii) in the alternative, Funcom may elect to provide notice of such changes as it, in its sole discretion, may choose. If any future changes to this Agreement or the Privacy Policy are unacceptable to You, You may terminate this Agreement in accordance with Section 6. Your installation and use of any enhancements, fixes, patches, updates or other modifications to the Software or the Service or Your continued use of the Game following notice of changes to this Agreement will demonstrate Your acceptance of any and all such changes. Funcom may modify, suspend, discontinue or otherwise change any aspect of the Game at any time. Funcom may also impose limits on certain features or restrict Your access to parts or all of the Game without notice or liability. You hereby acknowledge and agree that You have no interest, monetary or otherwise, in any feature or content contained in the Game.

13. Severability. You and Funcom agree that if any part of this Agreement or the Terms of Service or the Privacy Policy is found to be illegal or unenforceable that part shall be severed, and the remainder of the Agreement shall be given full force and effect. If Section 15(b) is found to be illegal or unenforceable then neither You nor Funcom will elect to arbitrate any Dispute falling within that portion of Section 15(b) found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the State of Delaware, United States of America, and You and Funcom hereby agree to submit to the personal jurisdiction of that court.

14. Governing Law; Jurisdiction. Except as expressly provided otherwise, this Agreement shall be governed by, and construed under, the laws of the United States of America and the laws of the State of Delaware, without regard to choice of law principles. Any arbitration proceeding under this Agreement shall be conducted in Delaware, United States of America. Any Dispute not subject to arbitration shall be decided by a court of competent jurisdiction within Delaware, United States of America, and You and Funcom hereby irrevocably consent to the exclusive personal jurisdiction of that court. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. For our customers who purchased a license to the Game in, and are a resident of, Canada, Australia, Singapore, New Zealand or outside the United States, other laws may apply with respect to the mandatory arbitration provisions set forth above, and in such an event, shall only affect this Agreement only to the extent required by such jurisdiction.

15. Dispute Resolution.

a. Informal Negotiations. To expedite resolution and control the cost of any dispute, controversy or claim related to this Agreement ("Dispute"), You and Funcom agree to first attempt to

negotiate any Dispute (except those Disputes expressly provided below) informally for at least 30 days before initiating any arbitration or court proceeding. Such informal negotiations shall commence upon written notice from one party to the other. Funcom will send its notice to Your legal address and You will send Your notice to Funcom, c/o Funcom Legal – Kirkegata 15, Oslo Norway, N0277 and to [legal@funcom.com](mailto:legal@funcom.com).

b. Binding Arbitration and Exceptions. If You and Funcom are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below or referenced in Section 12 above) finally and exclusively resolved by binding arbitration as contemplated herein and shall be binding upon You and Funcom. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. All disputes arising out of or in connection with the present contract shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration will be based on Delaware law, will be conducted in English and the arbitration will take place in a venue fixed by the Court, unless agreed upon by the parties.

c. The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator

fails to do so. Except as otherwise provided in this Agreement, You and Funcom may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. Notwithstanding the preceding, You and Funcom agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Dispute seeking to enforce or protect, or concerning the validity of, any of Your or Funcom's (or its affiliates or licensee's) intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (3) any claim for injunctive relief. For such Disputes as listed in 14(b), Funcom may at its sole discretion have the Dispute tried by a court in Your jurisdiction to obtain a judgment enforceable in your jurisdiction.

d. Restrictions. You and Funcom agree that any arbitration under this Agreement shall be limited to the Dispute between Funcom and You individually. TO THE FULL EXTENT PERMITTED BY LAW, (I) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER; (II) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; AND (III) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR ANY OTHER PERSONS.

e. Process. may be served on either party in the manner authorized by applicable law or court rule. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other expenses.

16. Assignment and Beneficiaries. Funcom may assign all or any portion of this Agreement and

its rights and obligations hereunder, in whole or in part, to any person or entity at any time, with or without your consent and without notice to you. Other than as specifically set forth in Section 4(d) above, You may not assign all or any portion of this Agreement. Any unauthorized assignment by you shall be null and void. This Agreement will inure to the benefit of Funcom and its successors and assigns. Funcom's subsidiaries and other affiliates are intended to be a third party beneficiaries of the provisions of this Agreement.

17. Survival. Sections 3-6 and 8-16 of this Agreement shall survive termination hereof without limit of time to the extent admissible under applicable law.

18. Execution. In order to execute this Agreement, you must click "Accept" or wording indicating your acceptance for this Agreement, the Terms of Service and the Privacy Policy, as further described below. The Agreement with you will not be kept on file by Funcom, and will therefore not be accessible for You. The Agreement will be executed in the English language.

19. Entire Agreement. This Agreement (together with the agreements referenced herein) constitute the complete and exclusive agreement between Funcom and You with respect to the subject matter thereof, and supersedes all prior or contemporaneous oral or written communications, proposals, representations, understandings, or agreements not specifically incorporated herein.

I hereby acknowledge and agree that (i) that I have read and understand the foregoing Agreement, the Pivacy Policy and (ii) I am at least 18 years of age, AND if I am not at least of the age of majority in my place of residence, I have obtained all necessary parental consent to enter into and be bound by this Agreement and the Privacy Policy and (iii) I agree that by clicking "Accept" (or other wording indicating my acceptance) or installing the Software I am acknowledging my agreement to be bound by the terms and conditions of this Agreement.

If You do NOT qualify or do NOT agree to be bound by this Agreement, click "DECLINE" or refrain from clicking similar terms indicative of acceptance.

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