

## MechWarrior 5: Mercenaries Mod Editor EULA

December 13<sup>th</sup> 2019

PLEASE READ THIS AGREEMENT CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT CONTAINING IMPORTANT TERMS, CONDITIONS, AND LIMITATIONS RELATING TO LIABILITY, WARRANTY, AND YOUR OBLIGATIONS IN RESPECT OF OUR SERVICES. BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO ALL OF THE TERMS, CONDITIONS, AND LIMITATIONS SET FORTH IN THIS AGREEMENT.

### 1. DEFINITION OF TERMS

For the purpose of these Terms of Service, “Services” describe the following terms collectively:

- “Licensed Materials” – The Software and Content. Licensed Materials do not include the Editor, which is made available by Epic under the Unreal Engine End User License Agreements.
- “Mod” – Content designed to be used with the Licensed Materials and Editor to provide a gameplay experience that is customized or otherwise modified from the Licensed Materials as made available by Epic and Piranha Games.
- “Editor” – The Unreal Editor that Epic makes available for you to access or download for your use with the Licensed Materials, Mods, and any patches, updates, upgrades, and documentation for such application. The term “Editor” specifically does not include (i) other versions of the Unreal Editor, (ii) Licensed Materials, or (iii) Mods.
- “Epic” – Depending on the location of your primary residence:
  - a. Epic Games, Inc., a Maryland Corporation having its principal business offices at Box 254, 2474 Walnut Street, Cary, North Carolina, 27518, U.S.A.; or
  - b. Epic Games International S.à r.l., a Luxembourg Société à Responsabilité Limitée, located at Atrium Business Park, 33 rue du Puits Romain, L8070 Bertrange, Grand-Duchy of Luxembourg, acting through its Swiss branch, having its principal business offices at Lindenstrasse 16, 6341 Baar, Switzerland.

### 2. ACCEPTANCE OF THIS AGREEMENT

Our Services are offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained in this Terms of Service document (this “Agreement”). By using our Services, you agree to be legally bound by and abide by the terms of this Agreement. We require your explicit consent to this Agreement before you are able to use the Services. If you are not willing to be bound by each and every term or condition, or if any representation made herein by you is not true, you must cease using the Services.

Use of the Editor is also subject to the Unreal Engine End User License Agreement (“UE EULA”), which may be found at <https://www.unrealengine.com/en-US/eula/publishing>. By downloading or using the Editor you also agree to the UE EULA. Use of the Marketplace is subject to Epic’s Terms of Service, which

may be found at <https://www.epicgames.com/site/en-US/tos>. By using the Marketplace you also agree to Epic's Terms of Service.

### 3. AMENDMENTS TO THIS AGREEMENT

We reserve the right to amend this Agreement at any time upon reasonable notice to you, which we will publish to applicable Services. We will ensure that the latest, fully-amended version of this Agreement is published to applicable Services and will notify you of changes if you have created an Account on our Services. We will request your explicit consent to changes to this Agreement and will request it from you before you are able to access our Services after the effective date of change. If any amendment is unacceptable to you, you may terminate this Agreement as set out in this Agreement.

### 4. LICENSE GRANT

Epic and Piranha Games grant you a personal, non-exclusive, non-transferable, non-sublicensable limited license only to internally use our Services for non-commercial purposes. The rights granted under the License are subject to the terms of this agreement. All rights not expressly granted to you are reserved by us, and if applicable, our licensors. The License does not grant you any title or ownership of the Licensed Materials. Use of the Licensed Materials is contingent upon your acceptance of the terms of this agreement.

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The MechWarrior 5: Mercenaries Mod Support License does not grant you any title, ownership rights, or other intellectual property rights in any Licensed Materials (excluding your Mods). You agree to retain and reproduce in all copies of the Licensed Materials the copyright, trademark, and other proprietary notices and disclaimers as they appear in the Licensed Materials. Upon Piranha Games ceasing to make access to the Licensed Materials available or termination of the MechWarrior 5: Mercenaries Mod Support License, you must destroy all copies of the Licensed Material. All references in this paragraph to the Licensed Materials include modified versions thereof made by you under the MechWarrior 5: Mercenaries Mod Support License.

### 5. LICENSE CONDITIONS

The following is prohibited in regards to your use of the Licensed Materials: (a) using it for commercial purposes; (b) copying, reproducing, distributing, displaying, or using the Licensed Materials in any way not expressly authorized in this Agreement; (c) selling, renting, leasing, or licensing the Licensed Materials; (d) removing or modifying any security technology included with the Licensed Materials; (e) using the Licensed Materials to infringe or violate the rights of any third party, including but not limited to any intellectual property, publicity, or privacy rights; (f) use or export of the Licensed Materials in violation of any applicable law or regulation.

## 6. EDITOR

You may not use the Editor or any Licensed Materials (a) with or in connection to any games, projects, products, or services other than with the Licensed Materials or (b) to create or develop any standalone games, projects, products, or services.

## 7. PROPRIETARY RIGHTS

1. Content – “Content” means all materials and content, including designs, editorial, text, graphics, audiovisual materials, multimedia elements, photographs, videos, music, sound recordings, reports, documents, software, information, formulae, patterns, data and any other work.

2. Third-Party Content – Content accessed or available through our Services or the Internet may be owned by parties other than you or us (collectively, “Third Party Content”) and may be protected by applicable copyrights, trade-marks, patents, trade secrets or other proprietary rights and laws. Nothing in your use of our Services or this Agreement grants you any right, title or interest in or to this Third Party Content except for the limited right to use our Services as set out in this Agreement.

3. Our Content – Except where expressly stated otherwise, all right, title and interest in and to our Services and all Content, source code, processes, designs, technologies, URLs, domain names, marks and logos forming any part of our Services (collectively, “Our Content”) is fully vested in us, our licensors or our suppliers and are protected by applicable copyrights, trade-marks, patents, trade secrets or other proprietary rights and laws. You agree that Our Content is licensed subject to the terms of this Agreement, including the disclaimers and limitations of liability herein. Nothing in your use of our Services or this Agreement grants you any right, title or interest in or to Our Content except the limited right to use our Services as set out in this Agreement. Unless otherwise expressly authorized by us in writing, you agree not to:

- a. copy, modify, rent, lease, loan, sell, assign, sublicense, grant a security interest in or otherwise transfer any right or interest in Our Content,
- b. distribute, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover the source code, of Our Content, to the maximum extent that such prohibition is permitted by applicable law,
- c. remove any proprietary notices or labels on or in Our Content, or
- d. allow any other person or entity to engage in any of the foregoing.

4. Your Content – We do not claim ownership of any Content that you post, upload, input, provide, submit or otherwise transmit to us, or any third party, using our Services (collectively, “Your Content”); however, you agree that by posting, uploading, inputting, providing, submitting, entering or otherwise transmitting your Content to us or any third party using our Services:

- a. License to Us – you have thereby granted us a royalty-free, non- exclusive, worldwide, fully paid-up limited license to use, copy, distribute, transmit, display, edit, delete, publish and translate Your Content to the extent reasonably required by us to provide our Services as they exist from time to time or to ensure adherence to, or enforce, the terms of this Agreement,
- b. Your Warranty to Us – you will have thereby confirmed, represented and warranted to us that you have all rights, titles and interests, as well as the power and authority necessary, to grant the license to Your Content set out above, and
- c. Indemnity of Us – you will indemnify and save us harmless from and against any liabilities, actions, proceedings, claims, causes of action, demands, debts, losses, damages, charges and costs, including reasonable legal costs, any amount paid to settle any action or to satisfy a judgment and expenses of any kind and character whatsoever incurred by us relating to or arising from Your Content, including instances where Your Content:
  - i. infringes any Third Party Content or other third-party intellectual property rights, or
  - ii. is inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful.

5. Advertising – We shall have the right, without notice, to insert advertising data into our Services, so long as this does not involve our transmission of any of your personal information in contravention of the Privacy Policy.

6. Feedback—All right, title and interest in and to comments, ideas, suggestions and impressions of our Services and our products given by you to us (collectively, the “Feedback”) is and shall be deemed to be our property and, by submitting Feedback to us, you agree that you thereby assign to us all right, title and interest to such Feedback to us.

7. Data Protection – We will, and we have established commercially reasonable security measures to ensure that our personnel, only use Your Content in accordance with the license granted under this Agreement.

8. Responsibility for Content – You acknowledge and agree that you are exclusively responsible for determining the accuracy, suitability, harmfulness or legality of any content, information or material received, transmitted or sent by you using our Services.

9. Public Transmission and Caching – You acknowledge and agree that the technical processing and transmission of our Services, including Your Content and other Content, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices, and that such Content may be subject to “caching” or other technical processing or transmission policies and procedures by us or at intermediate locations on the Internet.

10. Deletion of Your Content – If you delete the account to which Your Content is connected, you acknowledge and agree that we may retain a copy or copies of Your Content for archival or compliance purposes or to otherwise provide our Services to you or others, subject always to your license to us set out above. If permitted by the functionality of our Services, you may delete Your Content from the communication facilities thereupon, though we may retain a copy internally thereof for compliance purposes.

11. Compliance and Complaints – We do not have any obligation to censor or review any of Your Content, to censor or review any Third-Party Content or to monitor use of our Services. However, you agree that we may, without notice or liability, disclose to third parties any of your information or Your Content, monitor use of our Services and monitor, review and retain Your Content if we believe in good faith that such activity is reasonably necessary to provide our Services to customers, ensure adherence to or enforce the terms of this Agreement, comply with any laws or regulations, respond to any allegation of illegal conduct or claimed violation of third party rights, or protect us or others. If we receive a complaint relating to use of our Services by you, you acknowledge and agree that we may, in our sole and absolute discretion and without notice or liability, investigate the complaint, restrict, suspend or terminate any Services involved, or remove Your Content from our servers.

## 9. COPYRIGHT, TRADEMARK AND OTHER NOTICES

1. Copyright Notice – Our Services and all Content is owned and copyrighted by Piranha Games Inc. and/or its licensors, and is licensed to you in accordance with the terms of this Agreement only.

2. Trade-Mark Notice – The trademarks, logos, and service marks displayed on or through our Services are the property (whether registered or unregistered) of Piranha Games Inc., its licensors or other third parties. You are not permitted to use trade-marks, logos and service marks for any purpose without our prior, written consent. Except as expressly indicated on the website, no endorsement, sponsorship, affiliation or other authorization is implied by any use of third party trade-marks. Without limiting the generality of the foregoing,

- MECHWARRIOR® and related logos, indicia and trade-marks are registered or common law trade-marks of Microsoft Corp. and are used under license.
- PIRANHA GAMES and related logos, indicia and trade-marks are registered or common law trade-marks of Piranha Games Inc. and are used under license.
- EPIC, EPIC GAMES, UNREAL, and UNREAL ENGINE are trade-marks or registered trade-marks of Epic and its affiliates in the United States of America and elsewhere and are used under license.

3. Copyright Complaints – If you believe that any Content on our Services infringes upon any copyright or other intellectual property right that you own or control, you may send a written notification of such infringement to our Designated Agent:

- by fax: 1-(604)-484-4145
- by e-mail: support@mw5mercs.com

To meet the notice requirements under the Digital Millennium Copyright Act (“DMCA”), the notification must be a written communication that includes the following:

1. a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
  2. identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
  3. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
  4. information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
  5. a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
  6. a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
4. Infringer and Repeat Infringer Policy – In accordance with the DMCA and other applicable law, we have adopted a policy of terminating, in appropriate circumstances and at our sole discretion, members who are deemed to be repeat infringers of intellectual property. We may also, at our sole discretion, limit access to the Service or terminate the User Account of any User who infringes any intellectual property rights of us or others, whether or not there is any repeat infringement.

## 10 . INTERNET-BASED LIMITATIONS

Your use of our Services depends on the Internet, including networks, cabling, facilities and equipment that is not in our control; accordingly (a) all representations made by us (if any, see below) regarding access performance, speeds, reliability, availability, use or consistency of our Services are on a “commercially reasonable efforts” basis, (b) we cannot guarantee any minimum level regarding such performance, speed, reliability, availability, use or consistency, and (c) data, messages, information or materials sent over the Internet may not be completely private, and your anonymity is not guaranteed.

## 11. ACCEPTABLE USE AND PROHIBITIONS

1. Lawful Use (Things You Must Do). You will ensure that:

- a. you only use our Services for lawful purposes, and
- b. if at any time you become aware of any violation, by any person or entity under your control, of any part of this Agreement, you will immediately notify us and provide us with assistance, as requested, to stop or remedy such violation.

2. Prohibited Conduct (Things You Must Not Do). Without limiting the generality of any other restriction in this Agreement, you agree that you will not, in connection with our Services, directly or indirectly do or permit any of the following:

- a. post, upload, reproduce, distribute or otherwise transmit any Content (defined below) that:
  - i. is unauthorized or unsolicited commercial communications, junk or bulk communications or other “spam” (whether or not using e-mail services, including instant messaging, blog or comment spam) or is otherwise duplicative or unsolicited,
  - ii. contains a virus, cancelbot, Trojan horse, worm or other harmful, disruptive or surreptitious component,
  - iii. is defamatory, infringing, or unlawful,
  - iv. is inappropriate, profane, obscene, indecent materials or information without suitable or lawfully-required access controls (which controls shall in no event be our responsibility),
  - v. gives rise to civil liability, or otherwise violates the rights or assists others to violate the rights of us or any third party, such violations including engaging in copyright infringement, invasion of privacy, trademark infringement or defamation,
  - vi. constitutes a criminal offence, or otherwise engages in or assists others to engage in any criminal offence, including pyramid selling, unauthorized use of a computer, mischief in relation to data, fraud, obscenity and child pornography; or
  - vii. incites discrimination, hate or violence towards one person or a group because of their belonging to a race, religion, nationality, sexuality, gender or other human rights-protected group of persons;
- b. engage in threats, harassment, intimidation, stalking or abuse or any conduct that violates the legal rights of others, including the rights of minors and rights relating to privacy and publicity;
- c. scan or probe another computer system, obstruct or bypass computer identification procedures or engage in unauthorized computer or network trespass without the express permission of the owners of such computer systems;
- d. forge headers or otherwise manipulate any protocols or identifiers used in any system or protocol in such a manner to disguise the origin of any data transmitted using our Services;
- e. impersonate or falsely represent your association with any person, including a representative of us;
- f. disrupt or threaten the integrity, operation or security of any service, computer or any Internet system;
- g. disable or circumvent any access control or related process or procedure established with respect to our Services;

- h. sublicense, share, resell, reproduce, copy, distribute, redistribute, or exploit for any commercial purposes (except for your internal, personal, non-commercial purposes), any portion of, use of or access to, any Services, except where expressly authorized by us; or
- i. extract, gather, collect, or store personal information about others without their express consent.

## 12. TERMINATION

1. Termination by Us. We may, in our sole discretion, suspend, restrict or terminate your use of our Services, your Content or your Account, effective at any time, without notice to you, for any reason, including if the operation or efficiency of our Services or our or any third party's equipment or network is impaired by your use of our Services, we have received a third party complaint which relates to your use or misuse of our Services or you have been or are in breach of any term or condition of this Agreement.

2. Your Content. You acknowledge and agree that termination, curtailment, or suspension of this Agreement for any reason may result in restrictions of, disruptions to or cessation of your or third party access and your Account and Your Content, and you hereby agree to release us from any and all liability and claims of loss resulting from restrictions, disruptions or cessations. If your use of our Services is suspended or restricted, we will have no obligation to forward any of Your Content to you or any third party.

## 13. GENERAL

1. Interpretation – In this Agreement,

- a. the captions and headings are for convenience only and do not constitute substantive matter and are not to be construed as interpreting the contents of this Agreement,
- b. the word “including”, the word “includes” and the phrase “such as”, when following a general statement or term (whether or not non-limiting language such as “without limitation” or “but not limited to” or other words of similar import are used with reference thereto), is not to be construed as limiting, and the word “or” between two or more listed matters does not imply an exclusive relationship between the matters being connected,
- c. all references to website addresses or URLs shall also include any successor or replacement websites containing substantially similar information as the referenced website(s), and
- d. all monetary amounts expressed are in United States dollars (USD).

2. Waiver of Rights and Remedies – Our failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between you and us nor trade practice shall act to modify any provision of this Agreement. Our rights, powers and remedies in this Agreement, including without limitation the right to suspend, restrict or terminate your access to any portion of our Services, are cumulative and in addition to and not in substitution for any right, power or remedy that may be available to us at law or in equity.



3. Severability – If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

4. Governing Law and Jurisdiction – This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia. You hereby irrevocably consent to the exclusive jurisdiction of the courts of the Province of British Columbia in connection with any matter arising under this Agreement.

5. Limitation Period – Any cause of action you may have with respect to this Agreement or our Services must be commenced within one year after the claim or cause of action arose, or it shall be barred.

6. Notices – Any notice, consent, waiver, approval, authorization or other communication to be delivered in connection with this Agreement:

- a. by us to you will be deemed to have been effectively and validly given if delivered or sent to any of the contact particulars then listed in your Account, or if prominently posted on the Website;
- b. by you to us will only be deemed to have been effectively and validly given if in writing and properly submitted to us through in the user interface for such submissions on the support or contact section of the Website.

7. Assignment and Inurement – We may at any time assign our rights and obligations under this Agreement, in whole or in part, without notice to you. You may not assign this Agreement without our prior, written consent. This Agreement will inure to the benefit of and bind you and us and our respective personal and legal representatives, successors and permitted assigns.

8. Survival – All provisions that, by their meaning or nature, are intended to survive termination or expiry of this Agreement shall survive termination or expiration of this Agreement.

9. Relationship – You agree that no joint venture, partnership, employment or agency relationship exists between us and you as a result of this Agreement or use of our Services.

10. Force Majeure - Neither party shall be responsible for a failure to fulfil its obligations under this Agreement or for delay in doing so if such failure or delay is due to circumstances beyond its reasonable control, such as acts of God, acts of government, war, riots, strikes and accidents in transportation, but excluding a lack of financing, cash or credit.

11. Entire Agreement – This Agreement, as amended from time to time, including any and all documents, websites, rules, terms and policies referenced herein, constitutes the entire agreement between us and you with respect to the matters referred to in this Agreement and supersedes all prior and contemporaneous agreements and understandings, whether electronic, oral or written, between us and you with respect to such matters.

12. English Language – The parties have requested and agree that this Agreement and all documents relating thereto be drawn up in English / Les parties ont demandé que cette convention ainsi que tous les documents qui s’y rattachent soient rédigés en anglais.