## END-USER LICENSE AGREEMENT FOR MICROSOFT SOFTWARE

IMPORTANT READ CAREFULLY: This Microsoft End-User License Agreement (EULA) is a legal agreement between you (either an individual or a single entity) and Microsoft Corporation for the Microsoft software which may include online or electronic documentation ("Software") provided in the Electronic Arts software game you have acquired. By installing, copying, or otherwise using the Software you agree to be bound by the terms of this EULA. If you do not agree to the terms of this Agreement, you are not authorized to use the Software.

The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold.

- 1. GRANT OF LICENSE. This EULA grants you the following rights: Microsoft grants to you the right to use copies of the Software only as part of the Electronic Arts software game that such Software was included, and only in conjunction with validly licensed copies of Microsoft operating system products [e.g., Windows® 95; Windows NT®].
- 2. RESTRICTIONS. --You must maintain all copyright notices on all copies of the Software.--You may not distribute copies of the Software to third parties. --You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. --You may not rent, lease, or lend the Software. --You may permanently transfer all of your rights under this EULA only in conjunction with a permanent transfer of your copy of the Electronic Arts software game in which the Software was included.
- 3. TERMINATION. Your rights under this EULA terminate upon the termination of your Microsoft operating system EULA, or without prejudice to any other rights, Microsoft may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the Software.
- 4. COPYRIGHT. All title and copyrights in and to the Software and any copies thereof are owned by Microsoft or its suppliers.
- 5. U.S. GOVERNMENT RESTRICTED RIGHTS. The Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Microsoft Corporation/One Microsoft Way/Redmond, WA 98052-6399.
- 6. EXPORT RESTRICTIONS. You agree that you will not export or re-export the Software to any country, person, entity or end user subject to U.S.A. export restrictions. Restricted countries currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Syria, and the Federal Republic of Yugoslavia (Serbia and Montenegro, U.N. Protected Areas and areas of Republic of Bosnia and Herzegovina under the control of Bosnian Serb forces). You warrant and represent that neither the U.S.A. Bureau of Export Administration nor any other federal agency has suspended, revoked or denied your export privileges.
- 7. NO WARRANTY. Any use of the Software is at your own risk. The Software is provided for use only with Microsoft operating system products and the Electronic Arts software game in which you received it. To the maximum extent permitted by applicable law, Microsoft and its suppliers disclaim all warranties and conditions, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and noninfringement.

- 8. NO LIABILITY FOR CONSEQUENTIAL DAMAGES. To the maximum extent permitted by applicable law, in no event shall Microsoft or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the Software, even if Microsoft has been advised of the possibility of such damages. Because some states and jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.
- 9. MISCELLANEOUS This EULA is governed by the laws of the State of Washington, U.S.A.