

**ELECTRONIC ARTS
SOFTWARE END USER LICENSE AGREEMENT
FOR ORIGIN™ APPLICATION AND RELATED SERVICES (FORMERLY
CALLED “THE EA DOWNLOAD MANAGER”)**

This End User License Agreement (“License”) is an agreement between you and Electronic Arts Inc, its subsidiaries and affiliates (“EA”). This License governs your use of this application and all related software, documentation, and updates and upgrades that replace or supplement the application and are not distributed with a separate license (together, the “Application”). This Application is licensed to you free of charge. You do not own the Application.

By installing or using the Application, you consent to be bound by this License. Sections 1.C and 2 below describe the data EA may collect and use in the course of providing services and support to you in connection with the Application. **Section 3, below, describes your Origin privacy settings and how they protect the disclosure of your information within this Application and on Origin services in the mobile environment. Section 17, below, requires all disputes that cannot be informally resolved between us to be submitted to binding arbitration on an individual basis.** If you do not agree to any portion of this License, do not install or use the Application.

1. License Grant and Terms of Use.

- A. **Grant.** EA grants you a personal, limited, non-exclusive license to install and use the Application for your personal, noncommercial use solely as set forth in this License and any accompanying documentation. Your acquired rights are subject to your compliance with this License. Any commercial use is prohibited. You are expressly prohibited from sublicensing, renting, leasing or otherwise distributing the Application or rights to use the Application. The term of your license shall commence on the date that you start to download, install or otherwise use the Application, and shall end on the earlier of the date that you dispose of the Application; or EA's termination of this License.
- B. **Copies.** You may download this Application from an authorized source. The number of copies that you can download during a consecutive period of days may be limited. You may not make a copy of the Application available on a network where it could be used by multiple users at the same time. You may not make the Application available over a network where it could be downloaded by multiple users.
- C. **License Validation.** The Application and an internet connection are required to validate the license for certain products distributed by EA. You acknowledge and agree that the Application can automatically

validate license rights for some or all EA products without separate notice to you. This means that in order to use the Application and certain EA products, you must leave the Application installed on your computer. You acknowledge and agree that the Application may use information regarding your computer, hardware, media, software and your use of the Application to validate your license rights and to update the Application.

- D. **Application Updates.** You agree that the Application may automatically download and install updates, upgrades and additional features that EA deems reasonable, beneficial to you and/or reasonably necessary. You acknowledge and agree that any obligation EA may have to support the previous version(s) may be ended upon the availability of the update, upgrade and/or implementation of additional features. This License shall apply to any updates, upgrades and/or additional features that are not distributed with a separate license or other agreement.

- E. **Reservation of Rights and Restrictions.** The Application is licensed, and not sold, to you for use only under the terms of this License. Except as expressly licensed to you herein, EA reserves all right, title and interest in the Application and all software delivered through the Application (including all characters, storyline, images, photographs, animations, video, music, text), and all associated copyrights, trademarks, and other intellectual property rights therein. The License is limited to the intellectual property rights of EA and its licensors in the Application and does not include any rights to other patents or intellectual property. Except, and only to the extent that may be permitted under applicable law, you may not decompile, disassemble, or reverse engineer the Application by any means whatsoever, or alter, modify, enhance, or create a derivative work of the Application. You may not remove, alter, or obscure any product identification, copyright, or other intellectual property notices in the Application or software delivered through the Application.

- F. **Installation and Un-installation.** Un-installation of the Application can be accomplished by removing the files entitled "Origin" ("Application Files") via the "Add/Remove Programs" page in the Control Panel. Certain empty cache folders may also remain on your machine after un-installation of the Application Files and can be deleted manually.

2. **Consent to Collection and Use of Data.**

EA knows that you care how information about you is collected, used and shared, and we appreciate your trust that we will do so carefully and sensibly. Information about our customers is an important part of our business, and EA would never sell your personally identifiable information to anyone, nor would it ever use spyware or install spyware on users' machines. We and agents acting

on our behalf do not share information that personally identifies you without your consent, except in rare instances where disclosure is required by law or to enforce EA's legal rights.

In addition to information that you give EA directly, EA collects non-personally identifiable (or anonymous) information for purposes of improving our products and services, providing services to you, facilitating the provision of software updates, dynamically served content and product support as well as communicating with you. The non-personally identifiable information that EA collects includes technical and related information that identifies your computer (including the Internet Protocol Address) and operating system, as well as information about your Application usage (including but not limited to successful installation and/or removal), software, software usage and peripheral hardware. As noted above, this information is gathered periodically for purposes such as improving our products and services, troubleshooting bugs, and otherwise enhancing your user experience.

This and all other data provided to EA and/or collected by EA in connection with your installation and use of this Application is collected, used, stored and transmitted in accordance with EA's Privacy Policy located at www.ea.com. To the extent that anything in this section conflicts or is inconsistent with the terms of EA's Privacy Policy, the terms of the Privacy Policy shall control.

3. Application Communications and Conduct/Privacy Settings

The Application includes social and other online features. Note that certain of these features are not made available to users under the minimum age in their respective jurisdictions. To the extent applicable, your use of online features available via the Application is governed by EA's Terms of Service, available at www.ea.com. By installing and using this Application you acknowledge and agree that you will abide by EA's Terms of Service and otherwise agree not to:

- Create a false identity for purposes of misleading others;
- Defame, abuse, harass, threaten, spam, violate the rights of others and/or otherwise interfere with others' use and enjoyment of the Application;
- Publish, transfer or distribute any inappropriate, indecent, obscene, foul or unlawful conduct;
- Transfer, stream or otherwise make available material that contains viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files or any other similar material that may damage the computer or other property of another user;
- Use any portion of the Application to harvest or collect information about others, including but not limited to email address.

When you establish your Application profile, your privacy settings will govern how others can search for you within the service as well as who can see your profile, which will show which games you have and play (among other items that you choose to disclose). If you choose to connect with friends on the Application and you are “online,” your friends will receive notifications about your game play activity, Application usage and stats. If you do not want your friends to receive such notifications at any time, you can disable chat. In addition, you can revisit your privacy settings and/or block users at any time.

Select Origin services will be available on both PC and mobile platforms. You can log into all Origin services using your Origin Account (formerly EA Account). Your Origin friends list, if you choose to have one, will be the same no matter where you log in. For instance, if you utilize Origin features on your Scrabble mobile application, your Scrabble Origin friends will appear in your Origin friends list on PC when you log in and vice versa. Likewise, your Origin PC friends’ list will also appear on your Origin mobile friends’ list when you log in there. **If you do not want friends or other users to see your mobile and/or PC profile, including a list of your mobile and/or PC games or other entitlements, please be sure to set your profile visibility settings to private or “no one can see.”** You can block friends and/or revisit your privacy settings at any time. Your profile visibility settings will remain constant across Origin platforms. **Your last communicated preference for profile visibility will govern visibility of your profile across all Origin service environments (i.e. mobile and PC).** Your email searchability settings will also remain constant, meaning that if you allow your friends to find you via email address on Origin on mobile, members will be able to find you by searching for your email address in the PC Origin environment as well and vice versa. **Your last communicated email searchability preference will apply to all Origin service environments (i.e. mobile and PC).** Keep in mind that when you log into Origin on mobile, you agree to allow members search for you via your email address. This preference will also apply to your Origin PC profile. If you do not want to be searchable on Origin by email address, please visit your privacy settings via your profile page. Note, however, that if you wish to turn off notifications to your friends about your game play events and stats, you must do so separately on mobile and PC Origin environments. On PC, you must disable chat to turn off notifications. In the mobile Origin environment, you must separately disable notifications via your privacy settings. Likewise, if you wish not to have members find you using Facebook Connect, be sure to log out of Facebook in both the mobile PC Origin environments and adjust your privacy settings accordingly. Check your privacy settings in all Origin environments often to ensure that they are set according to your preferences.

Always use caution when giving out any personally identifiable information about you or your children when using the Application. EA does not endorse the content, messages and/or information exchanged by means of the Application

and therefore you agree that EA is not liable with respect to the Application in general and/or any action resulting therefrom.

You are responsible for all actions that occur in connection with the Origin Account (formerly called “EA Account”) you use to register and log into this Application. You agree to notify EA immediately of any unauthorized use of your Origin or EA Account or breach in security known to you related to the Application.

4. Interaction with Third Party Sites and Services.

The Application may allow you to interact with third-party websites, web browsers and web services (“Links”). The Links are not under the control of EA and EA is not responsible for the content of any Links. EA is providing Links only as a convenience and the inclusion of any Link does not imply endorsement by EA of the Link or any association with its operators. If you access Links, please view the privacy statements and terms of use posted in connection with those Links. Note that EA does not guarantee that any previously-set browser settings or parental controls will apply to Links or other web services accessed within the Application.

5. System Interaction. The following processes may be associated with the Application: **Origin.exe, EACoreServer.exe, OriginClientService.exe** . The Application requires machine resources in order to perform.

6. Auto-Update Feature. The Origin Service will automatically install updates to the software you install and/or launch through the Origin Service. You can opt out of this feature by going to the Settings tab and un-checking the box next to “Automatically keep my games up to date.” Note that by opting out of the features, your games and other software installed and launched via the Origin Service will not be updated.

7. Termination. This License is effective until terminated. Your rights under this License will terminate immediately and automatically without any notice from EA if (i) you fail to comply with any of the terms and conditions of this License; or (ii) EA ceases to support the Application. Promptly upon termination, you must cease all use of the Application and destroy all copies of the Application in your possession or control. EA’s termination will not limit any of EA’s other rights or remedies at law or in equity. Sections 2-13 of this License shall survive termination or expiration of this License for any reason.

8. Disclaimer of Warranties. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE APPLICATION IS PROVIDED TO YOU “AS IS,” WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, WITHOUT

PERFORMANCE ASSURANCES OR GUARANTEES OF ANY KIND, AND YOUR USE IS AT YOUR SOLE RISK. THE ENTIRE RISK OF SATISFACTORY QUALITY AND PERFORMANCE RESIDES WITH YOU. EA AND EA'S LICENSORS (COLLECTIVELY EA FOR PURPOSES OF THIS SECTION AND SECTION 6) DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, AND WARRANTIES (IF ANY) ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EA DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APPLICATION; THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS; THAT OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SOFTWARE WILL BE INTEROPERATE OR THAT THE APPLICATION WILL BE COMPATIBLE WITH THIRD PARTY SOFTWARE OR THAT ANY ERRORS IN THE APPLICATION WILL BE CORRECTED. NO ORAL OR WRITTEN ADVICE PROVIDED BY EA OR ANY AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

9. Limitation of Liability. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL EA, ITS SUBSIDIARIES OR ITS AFFILIATES BE LIABLE TO YOU FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OR ANY FORM OF DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS LICENSE OR THE APPLICATION, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT EA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR DEATH, PERSONAL INJURY, FRAUDULENT MISREPRESENTATIONS OR CERTAIN INTENTIONAL OR NEGLIGENT ACTS, OR VIOLATION OF SPECIFIC STATUTES, OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. In no event shall EA's total liability to you for all damages (except as may be required under applicable law) exceed the amount actually paid by you for the Application.

10. Limitation of Liability is a Material Term of this License. You agree that the provisions in this License that limit liability are essential terms of this License.

The foregoing limitations of liability apply even if any remedies described in this License fail in their essential purpose.

11. Severability and Survival. If any provision of this License is illegal or unenforceable under applicable law, the remainder of the provision shall be amended to achieve as closely as possible the effect of the original term and all other provisions shall continue in full force and effect.

12. U.S. Government Restricted Rights. If you are a government end user, then this provision applies to you. The software provided in connection with this License has been developed entirely at private expense, as defined in FAR section 2.101, DFARS section 252.227-7014(a)(1) and DFARS section 252.227-7015 (or any equivalent or subsequent agency regulation thereof), “commercial items,” “commercial computer software” and/or “commercial computer software documentation.” Consistent with DFARS section 227.7202 and FAR section 12.212, and to the extent required under U.S. federal law, the minimum restricted rights as set forth in FAR section 52.227-19 (or any equivalent or subsequent agency regulation thereof), any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by this License and shall be prohibited except to the extent expressly permitted by this License.

13. Injunctive Relief. You agree that a breach of this License may cause irreparable injury to EA for which monetary damages would not be an adequate remedy and EA shall be entitled to seek equitable relief in addition to any remedies it may have hereunder or at law.

14. Governing Law. If you reside in a Member State of the European Union: (i) the laws of England, excluding its conflicts-of-law rules, govern this License and your use of the Application; and (ii) you expressly agree that exclusive jurisdiction for any claim or action arising out of or relating to this License and/or your use of the Application shall be the Courts of England, and you expressly consent to the exercise of personal jurisdiction of such courts. If you reside elsewhere: (i) the laws of the State of California, excluding its conflicts-of-law rules, govern this License and/or your use of the Application; and (ii) for claims not subject to the arbitration provision set forth in Section 17, below, you expressly agree that exclusive jurisdiction for any claim or action arising out of or relating to this License and/or your use of the Application shall be the federal or state courts that govern San Mateo County, California, and you expressly consent to the exercise of personal jurisdiction of such courts. Please note that your conduct may also be subject to other local, state, national, and international laws. The parties agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to this License or to any dispute or transaction arising out of this License.

15. **Export.** You agree to abide by U.S. and other applicable export control laws and agree not to transfer the Application to a foreign national, or national destination, which is prohibited by such laws, without first obtaining, and then complying with, any requisite government authorization. You certify that you are not a person with whom EA is prohibited from transacting business under applicable law.

16. **Entire Agreement.** This License constitutes the entire agreement between you and EA with respect to the Application and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless made in writing and signed by EA. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. In the event of a conflict between this License and any applicable purchase or other terms, the terms of this License shall govern.

17. **Dispute Resolution By Binding Arbitration.**

The purpose of this Section is to provide a streamlined method for resolution of disputes between us if they arise. As discussed below in Section 17.f, if we cannot resolve our disputes informally and you are awarded a sum at arbitration greater than EA's last settlement offer to you (if any), EA will pay you 150% of your arbitration award, up to \$5000 over and above your arbitration award.

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

A. Most user concerns can be resolved quickly and to your satisfaction by logging into our customer support interface with your Account at <http://support.ea.com/>. **In the unlikely event that EA cannot resolve a concern to your satisfaction (or if EA cannot resolve a concern it has with you after attempting to do so informally), then you and EA agree to be bound by the following procedure to resolve any and all disputes between us. This provision applies to all consumers to the fullest extent allowable by law, but expressly excludes residents of Quebec, Russia, Switzerland and the Member States of the European Union.** By entering into this Agreement, you and EA expressly waive the right to a trial by jury or to participate in a class action. This agreement is intended to be interpreted broadly. It covers any and all disputes between us ("Disputes"), including without limitation:

- (a) claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- (b) claims that arose before this Agreement or any prior agreement (including, but not limited to, claims relating to advertising);

- (c) claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- (d) claims that may arise after the termination of this Agreement.

The only disputes that are not covered by this Section 17 are the following:

- 1) a claim to enforce or protect, or concerning the validity of, any of your or EA's (or any of EA's licensors') intellectual property rights;
- 2) a claim related to, or arising from, allegations of theft, piracy, or unauthorized use;
- 3) In addition, nothing in this Agreement shall prevent either party from initiating a small claims court action.

With respect to this Section 17, References to "EA," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Software under this or prior agreements between us. This EULA evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Section 17. This arbitration provision shall survive termination of this EULA.

B. Informal Negotiations/Notice of Dispute. You and EA agree to first attempt to negotiate any Dispute informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon receipt of written notice from one person to the other ("Notice of Dispute"). Notices of Dispute must: (a) include the full name and contact information of the complaining party; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought ("Demand"). EA will send its Notice of Dispute to your billing address (if you provided it to us) or to the email address you provided to us. You will send your Notice of Dispute to: Electronic Arts Inc., 209 Redwood Shores Parkway, Redwood City CA 94065, ATTENTION: Legal Department.

C. Binding Arbitration. If you and EA are unable to resolve a Dispute through informal negotiations within 30 days after receipt of the Notice of Dispute, either you or EA may elect to have the Dispute finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. **YOU UNDERSTAND THAT BY THIS PROVISION, YOU AND EA FOREGO THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.** The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website www.adr.org. Your arbitration fees and your share of arbitrator

compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, or if you send EA a notice to the Notice of Dispute address above indicating that you are unable to pay the fees required to initiate an arbitration, then EA will promptly pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, and shall provide a statement of reasons if requested by either party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. You and EA may litigate in court to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

D. Restrictions. You and EA agree that any arbitration shall be limited to the Dispute between EA and you individually. To the full extent permitted by law: (a) no arbitration shall be joined with any other; (b) there is no right or authority for any Dispute to be arbitrated on a class action-basis or to utilize class action procedures; and (c) 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. **YOU AND EA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and EA agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

E. Location. If you are a resident of the United States, arbitration will take place at any reasonable location convenient for you. For residents outside the United States, arbitration shall be initiated in the County of San Mateo, State of California, United States of America, and you and EA agree to submit to the personal jurisdiction of that court, in order to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

F. Recovery and Attorneys' Fees. If the arbitrator rules in your favor on the merits of any claim you bring against EA and issues you an award that is greater in monetary value than EA's last written settlement offer made before written submissions are made to the arbitrator, then EA will:

- (a) Pay you 150% of your arbitration award, up to \$5,000 over and above your arbitration award; and
- (b) Pay your attorney, if any, the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that you or your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

The right to attorneys' fees and expenses discussed above supplements any right to attorneys' fees and expenses you may have under applicable law, although you may not recover duplicative awards of attorneys' fees or costs. EA waives any right it may have to seek an award of attorneys' fees and expenses in connection with any arbitration between us.

F. Limitation on Arbitrator's Authority. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

G. Changes to Agreement. Notwithstanding any provision in this Agreement to the contrary, we agree that if EA makes any future change to this arbitration provision (other than a change to the Notice of Dispute address), you may reject any such change by sending us written notice within thirty (30) days of the change to the Notice of Dispute address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.