## YOU SHOULD CAREFULLY READ THE FOLLOWING END USER LICENSE AGREEMENT BEFORE INSTALLING THIS SOFTWARE PROGRAM. IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, YOU SHOULD NOT INSTALL THE SOFTWARE.

This software program, any printed materials, any on-line or electronic documentation, and any and all copies and derivative works of such software program and materials (the "Program") are the copyrighted work of Sierra On-Line, Inc., its subsidiaries, affiliates, licensors and/or its suppliers. All use of the Program is governed by the terms of the End User License Agreement which is provided below ("License Agreement"). The Program is solely for use by end users according to the terms of the License Agreement. Any use, reproduction or redistribution of the Program not in accordance with the terms of the License Agreement is expressly prohibited.

## END USER LICENSE AGREEMENT

1. <u>Limited Use License</u>. Sierra On-Line, Inc. ("<u>Sierra</u>") hereby grants, and by installing the Program you thereby accept, a limited, non-exclusive license and right to install and use one (1) copy of the Program for your use on either a home or portable computer. The Program is licensed, not sold. Your license confers no title or ownership in the Program.

2. <u>Ownership</u>. All title, ownership rights and intellectual property rights in and to the Program and any and all copies thereof (including but not limited to any titles, computer code, themes, objects, characters, character names, stories, text, dialog, catch phrases, locations, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, any related documentation, and "applets" incorporated into the Program) are owned by Sierra or its licensors. The Program is protected by the copyright laws of the United States, international copyright treaties and conventions and other laws. All rights are reserved. The Program may contain certain licensed materials and Sierra's licensors may act to protect their rights in the event of any violation of this Agreement.

3. Responsibilities of End User.

A. Subject to the grant of license hereinabove, 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 Program, or remove any proprietary notices or labels on the Program without the prior consent, in writing, of Sierra.

B. The Program is licensed to you as a single product. Its component parts may not be separated for use on more than one computer.

- C. You are entitled to use the Program for your own use, but you are not entitled to:
  - (i) sell, grant a security interest in or transfer reproductions of the Program to other parties in any way, nor to rent, lease or license the Program to others without the prior written consent of Sierra.
  - (ii) exploit the Program or any of its parts for any commercial purpose including, but not limited to, use at a cyber café, computer gaming center or any other location-based site. Sierra may offer a separate Site License Agreement to permit you to make the Program available for commercial use; contact Sierra for details;
  - (iii) host or provide matchmaking services for the Program or emulate or redirect the communication protocols used by Sierra in the network feature of the Program, through protocol emulation, tunneling, modifying or adding components to the Program, use of a utility program or any other techniques now known or hereafter developed, for any purpose including, but not limited to network play over the Internet, network play utilizing commercial or noncommercial gaming networks or as part of content aggregation networks without the prior written consent of Sierra.

4. <u>Program Transfer</u>. You may permanently transfer all of your rights under this License Agreement, provided the recipient agrees to the terms of this License Agreement and you agree to remove the Program from your home or portable computer.

5. <u>Termination</u>. This License Agreement is effective until terminated. You may terminate the License Agreement at any time by destroying the Program. Sierra may, at its discretion, terminate this License Agreement in the event that you fail to comply with the terms and conditions contained herein. In such event, you must immediately destroy the Program.

6. <u>Export Controls</u>. The Program may not be re-exported, downloaded or otherwise exported into (or to a national or resident of) any country to which the U.S. has embargoed goods, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By installing the Program, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list.

7. Limited Warranty. SIERRA EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE PROGRAM AND MANUAL(S). THE PROGRAM AND MANUAL(S) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING. WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. OR NONINFRINGEMENT. SIERRA FURTHER DISCLAIMS ALL WARRANTIES WITH REGARD TO YEAR 2000 COMPLIANCE OF THE SOFTWARE. SPECIFICALLY, SIERRA MAKES NO WARRANTIES THAT THE PERFORMANCE OR FUNCTIONALITY OF THE PROGRAM WILL NOT BE AFFECTED BY DATES PRIOR TO. DURING OR AFTER THE YEAR 2000, OR THAT THE PROGRAM WILL BE CAPABLE OF CORRECTLY PROCESSING, PROVIDING, AND/OR RECEIVING DATE INFORMATION WITHIN AND BETWEEN CENTURIES, INCLUDING THE PROPER EXCHANGE OF DATE INFORMATION BETWEEN PRODUCTS OR APPLICATIONS. ANY WARRANTY AGAINST INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2-312(3) OF THE UNIFORM COMMERCIAL CODE AND/OR IN ANY OTHER COMPARABLE STATE STATUTE IS EXPRESSLY DISCLAIMED. The entire risk arising out of use or performance of the Program and Manual(s) remains with you, however Sierra warrants up to and including 90 days from the date of your purchase of the Program that the master disk on which the Program is furnished shall be free from defects in material and workmanship under normal usage. Sierra's sole liability in the event of any defective master disk shall be to give you a replacement disk.

8. <u>Limitation of Liability</u>. NEITHER SIERRA, ITS PARENT, SUBSIDIARIES, AFFILIATES OR LICENSORS SHALL BE LIABLE IN ANY WAY FOR LOSS OR DAMAGE OF ANY KIND RESULTING FROM THE USE OF THE PROGRAM INCLUDING, BUT NOT LIMITED TO, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES. Some states do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

9. <u>Equitable Remedies</u>. You hereby agree that Sierra would be irreparably damaged if the terms of this License Agreement were not specifically enforced, and therefore you agree that Sierra shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this License Agreement, in addition to such other remedies as Sierra may otherwise have available to it under applicable laws.

10. <u>Miscellaneous</u>. This License Agreement shall be deemed to have been made and executed in the State of California, and any dispute arising hereunder shall be resolved in accordance with the law of the State of California. You agree that any claim asserted in any legal proceeding by one of the parties against the other shall be commenced and maintained in any state or federal court located in the State of California, County of Los Angeles, having subject matter jurisdiction with respect to the dispute between the parties. This License Agreement may be amended, altered or modified only by an instrument in writing specifying such amendment, alteration or modification, which is executed by both parties. In the event that any provision of this License Agreement shall be held by a court or other tribunal of

competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this License Agreement shall remain in full force and effect.

I hereby acknowledge that I have read and understand the foregoing License Agreement and agree that the action of installing the Program is an acknowledgment of my agreement to be bound by the terms and conditions of the License Agreement contained herein. I also acknowledge and agree that this License Agreement is the complete and exclusive statement of the agreement between Sierra and me and that the License Agreement supersedes any prior or contemporaneous agreement, either oral or written, and any other communications between Sierra and me.