THIS DEMO IS INTENDED FOR PROMOTIONAL PURPOSES ONLY, AND MAY NOT BE SOLD, RENTED OR REPRODUCED BY ANY PARTY. ANY UNAUTHORIZED USE OF THIS DEMO IS PROHIBITED BY APPLICABLE LAW.

YOU MUST READ THIS PRODUCT LICENSE (THIS "LICENSE") CAREFULLY. BY USING THIS SOFTWARE, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTAND THIS LICENSE AND ARE AGREEING TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY PROMPTLY RETURN THE UNUSED SOFTWARE AND RELATED MATERIALS TO THE PLACE WHERE YOU OBTAINED THEM FOR A FULL REFUND.

WARNING: THIS LICENSE CONTAINS "RULES OF PLAY" WHICH, IF VIOLATED, MAY AFFECT YOUR ABILITY TO PLAY THE GAME IN A NETWORK ENVIRONMENT. THIS LICENSE ALSO CONTAINS WARNING WITH RESPECT TO CONTENT TO WHICH YOU MAY BE EXPOSED.

- 1. <u>GRANT OF LIMITED LICENSE</u>. Westwood Studios, Inc. ("Westwood") hereby grants you (either an individual or an entity), the end user, the limited, non-transferable right to use this one copy of this software/cartridge product, and any accompanying electronic files and printed materials (collectively the "Product"), on any single computer or game platform only your personal use and enjoyment. This License is your proof of license to exercise the rights granted herein and must be retained by you. Westwood may terminate this License if you fail to comply with any of the terms contained herein.
- 2. <u>COPYRIGHT AND RESTRICTIONS</u>. You have no ownership rights to the Product. The Product is owned by Westwood and/or its suppliers, is distributed exclusively by Electronic Arts Inc. ("EA"), and is protected by the United State copyright laws and international treaty provisions. EA and Westwood retain all rights not expressly granted herein. You must therefore treat the Product like any other copyrighted material (e.g. a book or musical recording).

The Product is licensed to you only for your personal use and enjoyment and may not be used for any commercial purpose whatsoever. You may not loan, rent, lease, give, sell, offer for sale, sublicense or otherwise transfer the Product, or any port of the Product or anything incorporated therein, including any screen display, sound or accompanying documentation, to any third party, nor may you permit any other person to use the Product in exchange for remuneration. Further, you may not place the Product on any computer, communications, or other system or network that would allow multiple users to access it. Notwithstanding the foregoing, in one case you may transfer your rights under this License on a permanent basis provided you transfer this License and the Product, including all accompanying printed materials, while retaining no copies, and the recipied agrees to the terms of this License. If the Product is an update, any transfer must include this update and all prior revisions.

You also may not copy, modify, adapt, translate, create derivative works of, publicly perform, publicly display, distribute, transmit, decompile, disassemble or otherwise reverse engineer or attempt to reverse engineer or derive source code from, a or any portion of the Product or anything incorporated therein, including any screen display, sound or accompanying documentation, or permit or encourage any third party to do so. Notwithstanding the foregoing, if the Product contains person computer software, you may either (a) make one copy of the software solely for backup or archival purposes, or (b) transfer the software to a single hard disk provided you keep the original solely for backup or archival purposes. Further, if the Product contains a map or level editor, you may use the editor in accordance with the instructions in the accompanying documentation create maps or levels for your personal use and enjoyment, and you may allow others to use such maps or levels for their personal use and enjoyment, but in no event may such maps or levels be exploited commercially in any manner, by you or an other person or entity.

- 3. <u>COMMERCIAL EXPLOITATION PROHIBITED</u>. Without limiting the generality of the foregoing restrictions, specifical you may not offer the Product on a pay-per-play basis or on a computer system or network to which you lease or rent access others, electronically distribute the Product, or any portion of the Product or anything incorporated therein, including any screed display, sound or accompanying documentation, or, if the Product contains a map or level editor, sell or permit any third party sell maps or levels you create for use with the Product. Commercial exploitation licenses are available in certain circumstance by contacting EA or Westwood as set forth at the end of this License.
- 4. <u>GAME SERVERS</u>. The ability to operate this Product over the Internet is dependent on the availability of servers to connect your game with other game players. Without limiting the generality of any other provision of this License, although at the time of the initial commercial release of this Product, EA and/or Westwood maintains servers with which you can connect play the Product over the Internet, neither EA nor Westwood guarantees that it will continue to maintain those servers or that

any server will be adequate for your use or maintained for any period of time and there is no guarantee that pricing for access servers will not change in the future.

The only authorized method of accessing any server to use the Product is by using an unmodified copy of the Product as distributed by or for EA. You shall select and then use any such server all at your sole cost, expense and risk, including any communication costs, such as telephone charges and/or Internet access fees.

Neither EA nor Westwood shall have any responsibility or liability to you or any other person or entity for selecting a server, are technical, service or other problems or difficulties that you may experience in connection with connecting to or using a server, any player's or server operator's compliance with any rules or procedures set forth in this License, the acts or omissions of an player or server operator or any cost or expense incurred by you in connection with the selection or use of a server, or otherw in connection with any server.

- 5. APPROPRIATE GAME PLAY; RESPONSIBILITY FOR GAME PLAY. You agree to not take any action or pass any communication, either in or through the Product, that interferes with another player's ability to enjoy his or her play of the gam or which is objectionable or inappropriate. Without limiting the generality of the foregoing, examples of unacceptable behavior include harassing, threatening, embarrassing or intimidating another player or person or entity, transmitting any unlawful, harmful, threatening, abusive, profane, offensive, obscene, harassing, defamatory, vulgar or hateful communication or material or any racially, ethnically or otherwise objectionable communication or material; impersonating another person or entity, including, without limitation, an EA or Westwood employee or representative, an employee or representative of the operator of the server, another player or an information provider; disparaging the Product, EA, Westwood or any of their representatives of employees, the server operator or its representatives or employees, any other player or any other person or entity; and, intentionally or unintentionally violating any applicable local, state, national or international law, regulation or treaty. You are completely and solely liable for all communications and other activities of every kind and nature conducted by or through your screen name/log-in name.
- 6. <u>LOSS OF PRIVILEGES</u>. In the event that you engage in conduct prohibited by this License, or otherwise commit any other breach of this License, then one or more of the following may occur: you may be issued a warning; your account's chat other communication abilities may be turned off; use of your account may be temporarily or permanently blocked; and your us of any other on-line gaming or other similar account that you then or may in the future maintain with the operator of the server EA or Westwood or their respective affiliates may be temporarily or permanently blocked.
- 7. NO MONITORING OR PRIVACY. Communications in connection with the Product are not private and often occur in real-time. Although the rules regarding appropriate game play are set forth in this License, no person or entity will, as a matter of policy, screen, edit, monitor or police the content of the communications or other materials transmitted by players, and therefore there is no promise or guarantee that other players will not provide content or access to content that players or their parents may find objectionable or inappropriate. Notwithstanding the lack of any policy of screening, editing, monitoring or policing the content of the materials or communications transmitted by players, you acknowledge and agree that, to the extent permitted by applicable law, the operator of the server may, in its sole discretion, monitor some, all or none of the "chat" and other areas of the game for adherence to this License, choose to act upon inappropriate use of "chat" features or game play, collect, disclose, distribute, compile and otherwise use for its purposes, as it deems appropriate, any and all data and informating gathered from use of the Product and its "chat" features.
- 8. <u>U.S. GOVERNMENT RESTRICTED RIGHTS</u>. The Product, including all accompanying written materials, are provide with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in Restricted Rights in Technical Data and Computer Software Clause at FAR 52.227-7013(c)(1)(ii) or FAR 52.227-19. Publishe Westwood Studios, Inc. 2400 North Tenaya, Las Vegas, NV 89128. Distributed exclusively by EA.
- 9. <u>LIMITED WARRANTY</u>. You expressly acknowledge and agree that use of the Product is at your sole risk. The Product is provided "as is" and without warranty of any kind, except that EA warrants that the software/cartridge will perform substantian accordance with the accompanying written materials for a period of ninety (90) days from the date of the Product's initial purchase. Any implied warranties on the Product are limited to ninety (90) days. SOME STATES/JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- 10. <u>NO OTHER WARRANTIES</u>. WESTWOOD AND EA DISCLAIM ALL OTHER WARRANTIES, EXPRESS, IMPLIED (TO THE EXTENT PERMISSIBLE BY LAW, STATUTORY, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO THE PRODUCT. NEITHER

WESTWOOD NOR EA WARRANTS THAT THE PRODUCT WILL SATISFY THE REQUIREMENTS OF YOUR COMPUTER SYSTEM OR THAT THE PRODUCT IS WITHOUT DEFECT OR ERROR OR THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED.

- 11. <u>CUSTOMER REMEDIES</u>. Westwood's and EA's entire liability and your exclusive remedy shall be, at EA's option, either return of the price paid for the Product or repair or replacement of the Product that does not meet the Limited Warranty forth in Section 4, and that is returned to EA with a copy of your receipt. In no event shall Westwood's or EA's liability with respect to this limited warranty exceed the cost of replacement of the media on which the Product is recorded. The Limited Warranty set forth in Section 4 is void if failure of the Product has resulted from accident, abuse, misapplication or any wrongf act by you. Any replacement of the Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Neither these remedies nor any product support services offered by EA or Westwood are available for this U.S.A. version Product outside of the U.S.A.
- 12. <u>LIMITATION OF LIABILITY</u>. IN NO EVENT SHALL EA, WESTWOOD OR ITS OR THEIR SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, INDIRECT, DIRECT, INCIDENTAL, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATIC OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT, EVEN IF EA OR WESTWOOD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL WESTWOOD'S OI EA'S LIABILITY BY OPERATION OF LAW, IF ANY, BE GREATER THAN THE PRICE YOU PAID FOR THE PRODUCT. THE WARRANTY AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTE STATUTORY, EXPRESS OR IMPLIED. NO DEALER, DISTRIBUTOR, AGENT OR EMPLOYEE IS AUTHORIZED TO MAK ANY MODIFICATION OR ADDITION TO THIS WARRANTY.
- 13. <u>GENERAL</u>. This License sets forth the entire agreement between the parties with respect to the subject matter hered and supersedes all prior negotiations, understandings and agreements, whether written or oral, between the parties hereto concerning the subject matter hereof. This License is governed by the laws of the State of California. This License is several Should any provision of this License be held to be void, invalid or unenforceable, the remaining provisions hereof shall not be affected and shall continue in effect as though such unenforceable provision has been deleted herefrom. The name of this License and the headings of the sections of this License are inserted merely for convenience and shall not be used or relied upon in connection with the construction or interpretation of this License. For more information about EA's or Westwood's licensing policies, please write: Electronic Arts Inc., 209 Redwood Shores Parkway, Redwood City, CA 94065-1175, Attentior General Counsel.