

Quake II License Explanation

Here is a brief explanation of everything contained in the various license agreements that may or may not be part of this package. This is not a contract and is not intended to replace, modify, alter or amend either the Limited Use Software License for Quake II or the Commercial Exploitation License for Quake II. This document was designed only to be a quick overview of our license terms. You must refer to the full text of each license for a complete listing of the terms and conditions.

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1. LIMITED USE SOFTWARE LICENSE AGREEMENT FOR QUAKE II or What You Can and Cannot Do With the Full Version of Quake II;
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3. COMMERCIAL EXPLOITATION LICENSE FOR QUAKE II

1. LIMITED USE SOFTWARE LICENSE AGREEMENT or What You Can and Cannot Do With the Full Version of Quake II.

CAN DO:

- Play & enjoy the single player game;
- Setup a full version based server on a not-for-profit basis;
- Develop new levels and/or level creation utilities; and
- Play the game and/or setup a full version based server using a user-developed level.

CANNOT DO:

- Commercially exploit the full version of Quake II in any way; see Commercial Exploitation License info below;
- Commercially exploit any id copyrighted, trademarked or other property
Example: Game names, logos, game graphics, etc.; or
- Sell user-developed levels and/or tools.

2. THE SIMPLE RULES REGARDING THE SALE OF USER DEVELOPED QUAKE II LEVELS AND/OR UTILITIES:

- User-developed/user-modified maps & utilities can only work with the full version of Quake II. (Just to be crystal clear on this point: user-developed/user-modified maps & utilities cannot work with the demo or any version of Quake II other than the full version.)
- Maps/utilities that are made for Quake II cannot be rented, sold or commercially exploited by any other means. The full version Limited Use Software License Agreement will give you the limited right to develop maps/utilities that use id data. This limited right does not include the right for anyone to sell anything that includes id data or any other id property.

3. COMMERCIAL EXPLOITATION LICENSE FOR QUAKE II

If you are interested in trying to make money using the full version of Quake II (not allowed using the demo) you must sign our easy-to-digest Commercial Exploitation License. This license is to be used by folks desiring to use the full version of Quake II to set up pay-per-play (location based or arcade centers) stations, for profit online servers, or other applications where the actual code or graphics from the full version of Quake II is used for profit. Of course, id does not give any warranty or representations as to whether you will make any profit. You assume 100% of the risk.

This is a license that allows you to run Quake II for a profit through a certain monthly gross profit range without payment to id Software other than the initial \$500 processing fee. If your Quake II-related business becomes successful the agreement brings id into the revenue stream.

Basic terms of the commercial exploitation license:

- License grants a commercial exploitation right for the full version of Quake II as a whole without payment to id Software (except for the \$500 processing fee) so long as the monthly gross revenue from Quake II \$5,000.00 or below. You must make a nonrefundable and nonrecoupable payment of \$500 for the costs of processing the license.
- License provides for a 12.5% royalty to be paid to id Software in months where the licensee's Quake II related monthly gross revenue is above \$5,000.00. For those months, you will be obligated to pay on 100% of your monthly gross revenue
- Royalty is based off net income. The term "Net Income" shall mean all revenue received by you as Licensee from the commercial use of Quake II, less only actual, reasonable and necessary documented costs relating directly to such use.
- License expressly prohibits commercial exploitation via the sale (retail or otherwise) of any versions of Quake II.
- License expressly prohibits advertising/marketing use of our copyrighted, trademarked, or other properties.
- This license is not intended for use by folks developing Quake II maps and/or utilities. Please reference the section titled "The simple rules for Quake II map/utility distribution:" for info on this subject.

If you would like enter into the agreement, please **type** a written explanation of how you intend to commercially exploit Quake II and send your check or money order (please do not send cash) to:

id Software
18601 LBJ #666
Mesquite, TX 75150
Attn: Quake II ComExp License

We will then review your request and, if acceptable, will mail you two originals of the agreement for execution and return. You have no rights until such time as id executes and delivers to you an original of the Commercial Exploitation License. If we choose not to accept your request, we will refund your \$500 processing fee.

The terms of the license are not subject to negotiation. If you cannot live with the terms spelled out in the license do not engage in any commercial exploitation or other use of Quake II and do not send us the money or requests for an agreement.