SOFTWARE SUBLICENSE AGREEMENT

IMPORTANT - READ CAREFULLY: USE OF THIS PROGRAM IS SUBJECT TO THE SOFTWARE SUBLICENSE TERMS SET FORTH BELOW. "PROGRAM" INCLUDES THE SOFTWARE INCLUDED WITH THIS AGREEMENT, THE ASSOCIATED MEDIA, ANY PRINTED MATERIALS, AND ANY ON-LINE OR ELECTRONIC DOCUMENTATION, AND ANY AND ALL COPIES AND DERIVATIVE WORKS (WHICH YOU SHALL NOT CREATE, AS NOTED BELOW) OF SUCH SOFTWARE AND MATERIALS. BY OPENING THIS PACKAGE, INSTALLING, AND/OR USING THE PROGRAM, YOU ACCEPT THE TERMS OF THIS SUBLICENSE WITH ACTIVISION, INC. ("ACTIVISION").

LIMITED USE SUBLICENSE: Activision grants you the non-exclusive, nontransferable, limited right and sublicense to install and use one copy of this Program solely and exclusively for your personal use. All rights not specifically granted under this Agreement are reserved by Activision and/or Activision's licensors and sublicensors. This Program is sublicensed, not sold. Your sublicense confers no title or ownership in this Program and should not be construed as a sale of any rights in this Program. Certain software code, such as the engine, is owned by Id Software, Inc. and used under license.

OWNERSHIP: All title, ownership rights and intellectual property rights in and to this Program and any and all copies thereof (including but not limited to any titles, computer code, themes, objects, characters, character names, stories, dialog, catch phrases, locations, concepts, artwork, animation, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, any related documentation, and "applets" incorporated into this Program) are owned by Activision and/or Activision's sublicensors. This Program is protected by the copyright laws of the United States, international copyright treaties and conventions and other laws. This Program contains certain licensed and sublicenesed materials and Activision's licensors and sublicensors may protect their rights in the event of any violation of this Agreement. Certain software code, such as the engine, contained within the Program is owned by Id Software, Inc. and used under license.

YOU SHALL NOT:

- Exploit this Program or any of its parts commercially, including, but not limited to, use at a cyber cafe, computer gaming center or any other location-based site. Activision may offer a separate Site License Agreement to permit you to make this Program available for commercial use; see the contact information below.
- Use this Program, or permit use of this Program, on more than one computer, computer terminal, or workstation at the same time.
- Make copies of this Program or any part thereof, or make copies of the materials accompanying this Program.
- Copy this Program onto a hard drive or other storage device; you must run this Program from the included CD-ROM (although this Program itself may automatically copy a portion of this Program onto your hard drive during installation in order to run more efficiently).
- Use the program, or permit use of this Program, in a network, multi-user arrangement or remote access arrangement, including any online use, except as otherwise explicitly provided by this Program.

- Sell, rent, lease, license, distribute or otherwise transfer this Program, or any copies of this Program, without the express prior written consent of Activision.
- Reverse engineer, derive source code, modify, decompile, disassemble, or create derivative works of this Program, in whole or in part.
- Remove, disable or circumvent any proprietary notices or labels contained on or within the Program.
- Export or re-export this Program or any copy or adaptation in violation of any applicable laws or regulations. By using this Program you are warranting that you are not a "foreign person," as defined by U.S. government regulations, or under the control of a foreign person.

LIMITED WARRANTY: Activision warrants to the original consumer purchaser of this Program that the recording medium on which the Program is recorded will be free from defects in material and workmanship for 90 days from the date of purchase. If the recording medium is found defective within 90 days of original purchase, Activision agrees to replace, free of charge, any product discovered to be defective within such period upon its receipt of the Product, postage paid, with proof of the date of purchase, as long as the Program is still being manufactured by Activision. In the event that the Program is no longer available, Activision retains the right to substitute a similar program of equal or greater value. This warranty is limited to the recording medium containing the Program as originally provided by Activision and is not applicable to normal wear and tear. This warranty shall not be applicable and shall be void if the defect has arisen through abuse, mistreatment, or neglect. Any implied warranties prescribed by statute are expressly limited to the 90-day period described above.

EXCEPT AS SET FORTH ABOVE, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND NO OTHER REPRESENTATIONS OR CLAIMS OF ANY KIND SHALL BE BINDING ON OR OBLIGATE ACTIVISION OR ACTIVISION'S SUBLICENSORS AND LICENSORS. When returning the Program for warranty replacement please send the original product disks only in protective packaging and include:

(1) a photocopy of your dated sales receipt; (2) your name and return address typed or clearly printed; (3) a brief note describing the defect, the problem(s) you are encountered and the system on which you are running the Program; (4) if you are returning the Program after the 90-day warranty period, but within one year after the date of purchase, please include check or money order for \$10 U.S.(A\$17 for Australia, or £10.00 for Europe) currency per CD or floppy disk replacement. Note: Certified mail recommended.

In the U.S. send to: Warranty Replacements Activision, Inc. P.O. Box 67713 Los Angeles, California 90067

In Europe send to: Activision Gemini House 133 High Street Yiewsley West Drayton Middlesex UB7 7QL United Kingdom

In Australia send to: Warranty Replacements Activision P.O. Box 873 Epping, NSW 2121, Australia

LIMITATION ON DAMAGES: IN NO EVENT WILL ACTIVISION OR ID SOFTWARE, INC. BE LIABLE FOR SPECIAL, INCIDETAL OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE OR MALFUNCTION OF THE PROGRAM, INCLUDING DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, EVEN IF ACTIVISION OR ID SOFTWARE, INC.HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACTIVISION'S LIABILITY SHALL NOT EXCEED THE ACTUAL PRICE PAID FOR THE SUBLICENSE TO USE THIS PROGRAM. SOME STATES/COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITAIONS AND/OR EXCLUSION OR LIMITAION OF LIABILITY MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

TERMINATION: Without prejudice to any other rights of Activision or Activision's sublicensors and licensors, this Agreement will terminate automatically if you fail to comply with its terms and conditions. In such event, you must promptly destroy all copies of this Program and all of its component parts.

U.S. GOVERNMENT RESTRICTED RIGHTS: The Program and documentation have been developed entirely at private expense and are provided as "Commercial Computer Software" or "restricted computer software." Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clauses in DFARS 252.227-7013 or as set forth in subparagraph (c)(1) and (2) of the Commercial Computer Software Restricted Rights clauses at FAR 52.227-19, as applicable. The Contractor/Manufacturer is Activision, Inc., 3100 Ocean Park Boulevard, Santa Monica, California 90405.

INJUNCTION: Because Activision and Activision's sublicensors and licensors would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that Activision and Activision's sublicensors and licensors shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies, including, without limitation, obtaining an injunction against you, with respect to breaches of this Agreement, in addition to such other remedies as Activision and Activision's sublicensors and licensors may otherwise have under applicable laws. **INDEMNITY:** You agree to indemnify, defend and hold Activision and Activision's partners, affiliates, contractors, officers, directors, employees, licensors, including Id Software, Inc., sublicensors and agents harmless from all damages, losses and expenses arising directly or indirectly from your acts and omissions to act in using the Product pursuant to the terms of this Agreement.

MISCELLANEOUS: This Agreement represents the complete agreement concerning this sublicense between the parties and supersedes all prior agreements and representations between them regarding this sublicense. It may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement shall not be affected. This Agreement shall be construed under California law as such law is applied to agreements between California residents entered into and to be performed within California, except as governed by federal law, and you consent to the exclusive jurisdiction of the state and federal courts in Los Angeles, California; provided, however, that all lawsuits and/or claims relating to any rights and/or property of Id Software, Inc. shall be brought in the federal and/or state courts in Dallas County, Texas where exclusive venue for such matters shall lie and in the case of such lawsuits and/or claims the laws of the state of Texas and federal law shall govern this Agreement. If you have any questions concerning this sublicense, you may contact Activision at 3100 Ocean Park Boulevard, Santa Monica, California 90405, (310) 255-2000, Attn. Business

and Legal Affairs.