

# END USER LICENSE AGREEMENT (EULA)

## GALACTIC FEUD

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PLEASE READ THIS END USER LICENSE AGREEMENT (THIS “**EULA**” OR “**LICENSE AGREEMENT**”) CAREFULLY. BY CLICKING THE “ACCEPT” BUTTON BELOW OR USING THE GAME OR INSTALLING THE GAME CLIENT SOFTWARE (THE “**SOFTWARE**”), YOU AGREE THAT THIS LICENSE AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN CONTRACT SIGNED BY YOU. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS LICENSE AGREEMENT, CLICK ON THE BUTTON THAT INDICATES THAT YOU DO NOT AGREE TO ACCEPT THE TERMS OF THIS LICENSE AGREEMENT, AND DO NOT COMPLETE INSTALLATION OF THE SOFTWARE. BY ENTERING INTO THIS LICENSE AGREEMENT, YOU REPRESENT THAT YOU HAVE THE LEGAL CAPACITY TO ENTER INTO A CONTRACT IN THE JURISDICTION WHERE YOU RESIDE.

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Subject to the terms and conditions of this License Agreement and your agreement therewith, Fat Bomb Studios hereby grants to you and you hereby accept a limited, non-exclusive, non-transferable license to internally install and execute solely as a component of the Game (i) the Software and related explanatory materials (“**Documentation**”); and (ii) any Software upgrades, patches, subsequent versions, and updates (collectively, “**Updates**”) licensed to you by Fat Bomb Studios. The Software and the Game are provided for your individual, non-commercial, entertainment purposes only. Except as may be expressly permitted by Fat Bomb Studios, you may not sell, copy, exchange, transfer, publish, assign or otherwise distribute anything you copy or derive from the Software or the Game.

### II. REQUIREMENTS

In installing and using the Software and playing the Game, you acknowledge that you have read, understand and agree with the terms of this License Agreement. You are wholly responsible for the cost of all internet connection fees, along with all equipment, servicing, or repair costs necessary to allow you access to the Game.

### III. ADDITIONAL LICENSE LIMITATIONS

The limited license granted to you in Section I is subject to the additional limitations set forth below in this Section III. Any use of the Software in violation of the license limitations set forth below is an unauthorized use of the Software outside of the license granted to you in Section I, and will be regarded as an infringement of the copyrights Fat Bomb Studios holds in and to the Software and the Game. You agree that you will not, under any circumstances:

- A. Sell, lease, rent, loan or otherwise transfer the Software, or grant a security interest in or transfer reproductions of the Software or the Game, to a third party;

- B. Copy, photocopy, reproduce, translate, reverse engineer, decompile, derive source code from, or disassemble, in whole or in part, the Software or the Game, or create derivative works based on the Game;
- C. Modify or cause to be modified any files that are part of the Software in any way not expressly authorized by Fat Bomb Studios;
- D. Use any unauthorized third-party programs that interact with the Software in any way, including but not limited to, "mods," "hacks," "cheats," "scripts," "bots," "trainers," or automation programs, or any third-party programs that intercept, emulate or redirect any communication between the Software and Fat Bomb Studios, or that collect information about the Game by reading areas of memory used by the Software to store information about the Game.
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- G. To the maximum extent permitted by applicable law, neither Fat Bomb Studios or Microsoft nor any of Fat Bomb Studios or Microsoft's affiliates shall be liable in any way for loss or damage of any kind resulting from the use or inability to use the game or otherwise in connection with this End User's

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- H. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of Fat Bomb Studios, Epic, Epic's licensors, Microsoft, its and their affiliates, and any of Fat Bomb Studios or Epic's service providers shall be limited to the full extent permitted by law.
- I. This EULA constitutes an agreement between you and Fat Bomb Studios and does not purport to govern or change, in any way, your relationship with Microsoft under Microsoft's applicable agreements with you, including the Xbox Live terms of service.

#### IV. OWNERSHIP

All rights and title in and to the Software and the Game, and all content included therein (including, without limitation, Accounts, computer code, titles, objects, artifacts, characters, character names, locations, location names, stories, story lines, dialog, catch phrases, artwork, graphics, structural or landscape designs, animations, sounds, musical compositions and recordings, audio-visual works, character likenesses, and methods of operation) are owned by Fat Bomb Studios or its licensors. The Software and the Game and all content therein are protected by United States and other international intellectual property laws. Fat Bomb Studios and its licensors reserve all rights in connection with the Software and the Game, including, without limitation, the exclusive right to create derivative works therefrom, and you agree that you will not create any work of authorship based on the Game except as expressly permitted by Fat Bomb Studios. You acknowledge and agree that you have no interest, monetary or otherwise, in any feature or content contained in the Game.

#### V. CODE OF CONDUCT

While using the Software and playing the Game, you agree to comply with all applicable laws, rules and regulations. You also agree to comply with certain additional rules that govern your use of the Game (the "**Code of Conduct**"). The Code of Conduct is not meant to be exhaustive, and Fat Bomb Studios reserves the right to modify this Code of Conduct at any time, as well as take any appropriate disciplinary measures regardless of whether a specific behavior is listed here as prohibited. The following are examples of behavior that warrant disciplinary measures:

- A. Impersonating any person, business, or entity, including an employee of Fat Bomb Studios, or communicating in any way that makes it appear that the communication originates from Fat Bomb Studios;
- B. Posting identifying information about yourself, or any other user, in the Game;
- C. Harassing, stalking, or threatening any other users in the Game;
- D. Removing, altering or concealing any copyright, trademark, patent or other proprietary rights notices of Fat Bomb Studios contained in the Game and/or the Software. You also may not transmit content that violates or infringes the rights of others, including without limitation, patent, trademark, trade secret, copyright, publicity, personal rights or other proprietary or non-proprietary rights;
- E. Transmitting or communicating any content which, in the sole and exclusive discretion of Fat Bomb Studios, is deemed offensive, including, but not limited to, language that is unlawful, harmful,

threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, or racially, ethnically, or otherwise objectionable;

- F. Transmitting or facilitating the transmission of any content that contains a virus, corrupted data, trojan horse, bot keystroke logger, worm, time bomb, cancelbot or other computer programming routines that are intended to and/or actually damage, detrimentally interfere with, surreptitiously intercept or mine, scrape or expropriate any system, data or personal information;
- G. Participating in any action which, in the sole and exclusive judgment of Fat Bomb Studios, “exploits” an undocumented aspect of the Game in order to secure an unfair advantage over other users;
- H. Participating in any action which, in the sole and exclusive judgment of Fat Bomb Studios, defrauds any other user of the Game, including, but not limited to, by “scamming” or “social engineering;”
- I. Accessing or attempting to access areas of the Game or Game servers that have not been made available to the public;

## VI. UPDATES AND MODIFICATIONS

Fat Bomb Studios may provide Updates to the Software that must be installed for you to continue to play the Game. Each time you launch the Software to play the Game, you hereby give your consent to Fat Bomb Studios to remotely install any Updates to the Software that resides on your computer, with or without additional notification to you.

Fat Bomb Studios reserves the right, in its sole and absolute discretion, to revise, update, change, modify, add to, supplement, or delete certain terms of this License Agreement as the Game and the law evolve; provided, however, that material changes to this License Agreement will not be applied retroactively. Such changes will be effective with or without prior notice to you. You can review the most current version of this License Agreement by clicking on the “EULA” link located at the bottom of the Site. You are responsible for checking this License Agreement periodically for changes. If the Software requires an Update at the time you launch the Software to access the Game, you will also have the opportunity to review and to accept or reject the current version of this License Agreement. If any future changes to this License Agreement are unacceptable to you or cause you to no longer be in agreement or compliance with this License Agreement, you may terminate this License Agreement in accordance with Section VIII and must immediately stop playing the Game and uninstall the Software. Your continued use of the Game following any revision to this License Agreement constitutes your complete and irrevocable acceptance of any and all such changes.

## VII. TERMINATION OF AGREEMENT

This License Agreement is effective until terminated. You may terminate this License Agreement at any time by notifying Fat Bomb Studios of your intention to terminate. Fat Bomb Studios may terminate this License Agreement at any time, for any reason or no reason. Upon termination, whether by you or Fat Bomb Studios, the license granted to you in Section I shall immediately terminate, and you must immediately and permanently remove the Software from your computer’s permanent memory and destroy any and all copies of the Software that may be in your possession.

## VIII. TERMINATION OF GAME SERVICE

The Game is an “on-line” game that must be played over the internet through a service provided by or on behalf of Fat Bomb Studios. You acknowledge and agree that Fat Bomb Studios, in its sole and absolute discretion, may stop providing support for the Game at any time, for any reason or no reason. Regardless of any support provided by Fat Bomb Studios, there is no obligation for Microsoft or its affiliates to provide support. You also agree that Fat Bomb Studios may change, modify, suspend, “nerf,” discontinue, or restrict

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## X. WARRANTY DISCLAIMER

THE GAME (INCLUDING WITHOUT LIMITATION THE SOFTWARE AND THE DOCUMENTATION) IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FAT BOMB STUDIOS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WHICH MIGHT APPLY TO THE GAME OR THE SOFTWARE, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, AND ANY WARRANTIES AS TO THE ACCURACY, RELIABILITY OR QUALITY OF ANY CONTENT OR INFORMATION CONTAINED WITHIN THE GAME AND/OR THE SOFTWARE. FAT BOMB STUDIOS DOES NOT WARRANT THAT THE GAME AND/OR THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME ALL RESPONSIBILITY FOR SELECTING THE GAME AND/OR THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE GAME AND THE SOFTWARE.

Because some states or jurisdictions do not allow the disclaimer of implied warranties, the forgoing disclaimer may, in whole or in part, not apply to you. In such states or jurisdictions, the warranties of Fat Bomb Studios, and their affiliates, and any of Fat Bomb Studios service providers shall be limited to the full extent permitted by law.

## XI. INDEMNIFICATION

YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS FAT BOMB STUDIOS AND MICROSOFT FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, DAMAGES, LOSSES, LIABILITIES AND COSTS (INCLUDING ATTORNEYS' FEES) THAT DIRECTLY OR INDIRECTLY ARISE OR RESULT FROM YOUR USE OR MISUSE OF THE GAME AND/OR THE SOFTWARE, OR ANY VIOLATION BY YOU OF ANY OF THE PROVISIONS OF THIS LICENSE AGREEMENT. Fat Bomb Studios reserves the right, at its own expense and in its sole and absolute discretion, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Fat Bomb Studios in asserting any available defenses.

## XII. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL FAT BOMB STUDIOS OR MICROSOFT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA, LOSS OF GOOD WILL, OR LOST PROFITS), OR ANY DAMAGES FOR GROSS NEGLIGENCE OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR WORK STOPPAGE, COMPUTER FAILURE OR

MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES) ARISING FROM YOUR USE OR MISUSE OF THE SOFTWARE AND/OR THE GAME, EVEN IF FAT BOMB STUDIO KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER FAT BOMB STUDIOS NOR MICROSOFT SHALL BE LIABLE IN ANY WAY FOR ANY LOSS OR DAMAGE TO PLAYER CHARACTERS, STATISTICS, OR USER STANDINGS, RANKS, OR PROFILE INFORMATION STORED BY THE GAME. NEITHER FAT BOMB STUDIOS NOR MICROSOFT SHALL NOT BE RESPONSIBLE FOR ANY INTERRUPTIONS OF SERVICE, INCLUDING WITHOUT LIMITATION ISP DISRUPTIONS, SOFTWARE OR HARDWARE FAILURES, OR ANY OTHER EVENT WHICH MAY RESULT IN A LOSS OF DATA OR DISRUPTION OF SERVICE.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of Fat Bomb Studios and Microsoft shall be limited to the fullest extent permitted by applicable law.

### XIII. EQUITABLE REMEDIES

You hereby acknowledge and agree that Fat Bomb Studios would suffer irreparable harm if this License Agreement were not specifically enforced. Consequently, in addition to such monetary and other relief as may be recoverable at law, you agree that Fat Bomb Studios shall be entitled to specific performance or other injunctive relief, without bond, other security, or proof of damages, as remedy for any breach or threatened breach of this License Agreement. Additionally, in the event any legal or administrative action or proceeding is brought by either party in connection with this License Agreement and consistent with Section XIV below, the prevailing party in such action or proceeding shall be entitled to recover from the other party all the costs, attorneys' fees and other expenses incurred by such prevailing party as the result of the action or proceeding.

### XIV. NEGOTIATIONS, BINDING ARBITRATION AND GOVERNING LAW

Disputes can be expensive and time consuming for both parties. In an effort to accelerate resolution and reduce the cost of any dispute or claim related to this License Agreement ("**Claim**"), you and Fat Bomb Studios agree to first attempt to informally negotiate any Claim for at least thirty (30) days (except those Claims expressly excluded below). Fat Bomb Studios will send its notice to the address it has on file to the extent that you have provided additional contact information to Fat Bomb Studios (e.g. by participating in a promotion or survey, or contacting a customer services representative). Otherwise, Fat Bomb Studios will send its notice to the email address associated with your Account. You will send your notice to Fat Bomb Studios, LLC., 4295 Butterfly Lane, Las Cruces, NM 88011 Attn: Legal Department. Please note that this informal resolution procedure does not suspend any statutory limitation periods applicable to the bringing of a Claim.

If the parties fail to resolve a Claim through negotiations, within such thirty (30)-day period, either you or Fat Bomb Studios may elect to have the Claim (except as otherwise provided) finally and exclusively resolved by binding arbitration by sending a written notice requesting arbitration to the other party. Any election to arbitrate by one party shall be final and binding on the other. The arbitration will be conducted under the *Commercial Arbitration Rules of the American Arbitration Association* ("**AAA Rules**") and, where appropriate, the *AAA's Supplementary Procedures for Consumer Related Disputes* ("**AAA Consumer Rules**") that are in effect at the time the arbitration is initiated and under the terms set forth in this License Agreement. Except as otherwise set forth in Section XIV, you may seek any remedies available to you under federal, state or local laws in an arbitration action. As part of the arbitration, both you and Fat Bomb Studios will have the opportunity for discovery of non-privileged information that is relevant to the Claim. The arbitrator will provide a written statement of the arbitrator's decision regarding the Claim, the award given and the arbitrator's findings and conclusions on which the arbitrator's decision is based. The determination of whether a Claim is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Except as otherwise provided in this License Agreement, (i) you and Fat Bomb Studios may litigate in court to compel arbitration, stay proceedings pending arbitration, or confirm, modify,

vacate or enter judgment on the award entered by the arbitrator; and (ii) the arbitrator's decision is final, binding on all parties and enforceable in any court that has jurisdiction, provided that any award may be challenged if the arbitrator fails to follow applicable law.

BY AGREEING TO THIS ARBITRATION PROVISION, YOU UNDERSTAND THAT YOU AND FAT BOMB STUDIOS ARE WAIVING THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

If we are initiating arbitration for a Claim, we will pay all costs charged by the AAA Rules for initiating the arbitration. Your share of all other fees and costs of the arbitration, including your share of arbitrator compensation, will be charged pursuant to the AAA Rules, and where appropriate, limited by the AAA Consumer Rules. Where your share of the costs is deemed to be excessive by the arbitrator, Fat Bomb Studios will pay all arbitration fees and expenses.

The arbitration will take place in your hometown area if you so notify Fat Bomb Studios in your notice of arbitration or within ten (10) days following receipt of Fat Bomb Studios' arbitration notice. In the absence of a notice to conduct the arbitration in your hometown area, the arbitration will be conducted in Las Cruces, New Mexico, unless the parties agree to video, phone and/or internet connection appearances. Any Claim not subject to arbitration (other than claims proceeding in any small claims court), or where no election to arbitrate has been made, shall be decided exclusively by a court of competent jurisdiction in Las Cruces, New Mexico, United States of America, and you and Fat Bomb Studios agree to submit to the personal jurisdiction of that court.

You and Fat Bomb Studios agree that any arbitration shall be limited to the Claim between Fat Bomb Studios and you individually. YOU AND FAT BOMB STUDIOS AGREE THAT (A) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (B) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (C) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER.

You and Fat Bomb Studios agree that the following Claims are not subject to the above provisions concerning negotiations and binding arbitration: (i) any Claims seeking to enforce or protect, or concerning the validity of, any of your or Fat Bomb Studios' intellectual property rights; (ii) any Claim related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (iii) any claim for equitable relief. In addition to the foregoing, either party may assert an individual action in small claims court for Claims that are within the scope of such courts' jurisdiction in lieu of arbitration.

Except as otherwise provided in this License Agreement, this License Agreement shall be governed by, and will be construed under, the laws of the United States of America and the laws of the State of New Mexico, without regard to conflict of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Other laws may apply if you choose to access the Game from outside of the United States. In such an event, those local laws shall affect this License Agreement only to the extent necessary in that jurisdiction, and this License Agreement shall be interpreted to give maximum effect to the terms and conditions in this License Agreement. You are responsible for compliance with all local laws if and to the extent local laws are applicable. The New Zealand Consumer Guarantees Act of 1993 (the "**Act**") may apply to the Game if you access the Game from, and are a resident of, New Zealand.

Notwithstanding anything to the contrary in this License Agreement, if the Act applies then you may have other rights or remedies as set out in the Act which may apply in addition to or instead of those set out in this License Agreement.

You and Fat Bomb Studios agree that if any portion this Section XIV is found illegal or unenforceable, that portion shall be severed and the remainder of the Section shall be given full force and effect.

#### XV. MISCELLANEOUS

This License Agreement represents the complete agreement between you and Fat Bomb Studios with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements between you and Fat Bomb Studios. The Game is operated by Fat Bomb Studios in the United States. Those who choose to access the Game from locations outside the United States do so on their own initiative and are responsible for compliance with applicable local laws. Fat Bomb Studios' failure to enforce any provision of this License Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by Fat Bomb Studios of any provision, condition or requirement of this License Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. If any provision of this License Agreement is held to be invalid or unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this License Agreement shall continue in full force and effect. If, however, it is determined that such provision cannot be reformed, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. The provisions of Sections IV, and IX through XV shall survive any termination of this License Agreement. If you have any questions concerning these terms and conditions, or if you would like to contact Fat Bomb Studios for any other reason, please contact Fat Bomb Studios support at [contactus@fatbombstudios.com](mailto:contactus@fatbombstudios.com).

**YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE FOREGOING END USER LICENSE AGREEMENT AND AGREE THAT BY CLICKING "ACCEPT" AND/OR INSTALLING THE SOFTWARE AND PLAYING THE GAME, YOU ARE ACKNOWLEDGING YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT.**