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EXHIBIT 11

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EXHIBIT 12

Page 1 of 12

ELECTRONIC ARTS USER AGREEMENT

Last Updated: August 18, 2017

Welcome to EA. This Agreement governs your access and use of software products, such as game software contained on disc or downloaded, offered by EA and its subsidiaries ("EA") and related updates, upgrades and features as well as online and mobile services, features, content and websites offered by EA (collectively "EA Services"). This Agreement is between you and the EA entity listed in Section 14 below.

BY USING EA SERVICES, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE EA SERVICES. FOR RESIDENTS OF CERTAIN COUNTRIES, YOU AGREE TO THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER DESCRIBED IN SECTION 15 TO RESOLVE ANY DISPUTES WITH EA.

TABLE OF CONTENTS

- 1. EA Account
- 2. License
- 3. Content and Entitlements
- 4. Availability of EA Services and Updates
- 5. Your UGC
- 6. Rules of Conduct
- 7. PC Products
- 8. Termination and Other Sanctions
- 9. Consent to Use Data
- 10. Other Software, Utilities and Tools
- 11. Third Parties
- 12. Disclaimer of Warranties; Limitation of Liability
- 13. General Terms
- 14. Changes to this Agreement
- 15. Dispute Resolution by Binding Arbitration
- 16. Supplemental Terms for PlayStation®

1. EA Account

You need an EA Account to access and use many EA Services, including to play online.

To create an EA Account, you must have a valid email address, and provide truthful and accurate information. You must be eligible to use the EA Service for which you are registering and must be resident of a country where use of EA Services is permitted.

You must be at least 13 years of age (or such other minimum age as is applicable in your country of residence) to create an EA Account. If you are aged between the relevant minimum age and 18 (or the age of majority where you live), you and your parent or guardian must review this Agreement together. Parents and guardians are responsible for the acts of children under 18 years of age when using EA Services. EA recommends that parents and guardians familiarize themselves with parental controls on devices they provide their child.

Page 2 of 12

You are responsible for the activity on your EA Account. Your EA Account may be suspended or terminated if someone else uses it to engage in activity that violates this Agreement.

You may cancel your EA Account at any time. You also may cancel a subscription to a particular EA Service at any time. Contact EA's Customer Service Department at help.ea.com to cancel your EA Account. To complete your request, EA may collect fees or costs incurred, if allowed by law, and any amounts owed to third-party vendors or content providers.

2. License

The EA Services are licensed to you, not sold. EA grants you a personal, limited, non-transferable, revocable and non-exclusive license to use the EA Services to which you have access for your non-commercial use, subject to your compliance with this Agreement. You may not access, copy, modify or distribute any EA Service, Content or Entitlements (as those terms are defined below), unless expressly authorized by EA or permitted by law. You may not reverse engineer or attempt to extract or otherwise use source code or other data from EA Services, unless expressly authorized by EA or permitted by law. EA or its licensors own and reserve all other rights, including all right, title and interest in the EA Services and associated intellectual property rights.

3. Content and Entitlements

The EA Services include Content and Entitlements. Content is the software, technology, text, forum posts, chat posts, profiles, widgets, messages, links, emails, music, sound, graphics, pictures, video, code, and all audio visual or other material appearing on or emanating to or from EA Services, as well as the design and appearance of our websites. Content also includes user-generated Content ("UGC"). UGC includes EA Account personas, forum posts, profile content and other Content contributed by users to EA Services. All Content is either owned by EA or its licensors, or is licensed to EA and its licensors pursuant to Section 5 below.

Entitlements are rights that EA licenses to you to access or use the online or off-line elements of EA Services. Examples of Entitlements include access to digital or unlockable Content additional or enhanced functionality (including multiplayer services); subscriptions; virtual assets; unlock keys or codes, serial codes or online authentication; in-game achievements; virtual points, coins, or currencies.

We refer to these virtual points, coins or currencies as "EA Virtual Currency". When you obtain EA Virtual Currency from us or our authorized partners, you receive a personal, limited, non-assignable, non-exclusive, revocable license to access and select the Entitlements that EA expressly makes available to you.

EA Virtual Currency has no monetary value and has no value outside of our products and services. EA Virtual Currency cannot be sold, traded, transferred, or exchanged for cash; it only may be redeemed for Entitlements available for the EA Service. EA Virtual Currency is non-refundable, and you are not entitled to a refund for any unused EA Virtual Currency. Once you redeem EA Virtual Currency for an Entitlement, that Entitlement is not returnable, exchangeable, or refundable. If you live in Japan, you agree to use any EA Virtual Currency within 180 days from the date of purchase.

You will provide at your own expense the equipment, Internet connection and charges required to access and use EA Services.

Page 3 of 12

4. Availability of EA Services and Updates

We do not guarantee that any EA Service, Content or Entitlement will be available at all times, in all locations, or at any given time or that we will continue to offer a particular EA Service, Content or Entitlements for any particular length of time. EA does not guarantee that EA Services can be accessed on all devices, by means of a specific Internet or connection provider, or in all geographic locations.

From time to time, EA may update, change or modify an EA Service, Content or Entitlements, without notice to you. These updates and modifications may be required in order to continue to use EA Services.

EA may need to update, or reset certain parameters to balance game play and usage of EA Services. These updates or "resets" may cause you setbacks within the relevant game world and may affect characters, games, groups or other Entitlements under your control.

5. Your UGC

You are responsible for your UGC. You may not upload UGC that infringes a third party's intellectual property rights or that violates the law, this Agreement or a third party's right of privacy or right of publicity.

EA may, in its sole discretion, remove, edit or disable UGC for any reason, including if EA reasonably determines that UGC violates this Agreement. EA does not assume any responsibility or liability for UGC, for removing it, or not removing it or other Content. EA does not pre-screen all UGC and does not endorse or approve any UGC available on EA Services.

When you contribute UGC, you grant to EA, its licensors and licensees a non-exclusive, perpetual, transferable, worldwide, sublicensable license to use, host, store, reproduce, modify, create derivative works, publicly perform, publicly display or otherwise transmit and communicate the UGC, or any portion thereof, in any manner or form and in any medium or forum, whether now known or hereafter devised, without notice, payment or attribution of any kind to you or any third party. You also grant all other users who can access and use your UGC on an EA Service the right to use, copy, modify, display, perform, create derivative works from, and otherwise communicate and distribute your UGC on or through the relevant EA Service without further notice, attribution or compensation to you.

6. Rules of Conduct

When you access or use an EA Service, you agree that you will not:

- · Violate any law, rule or regulation.
- Interfere with or disrupt any EA Service or any server or network used to support or provide an EA Service, including any hacking or cracking into an EA Service.
- Use any software or program that damages, interferes with or disrupts an EA Service or another's computer or property, such as denial of service attacks, spamming, hacking, or uploading computer viruses, worms, Trojan horses, cancelbots, spyware, corrupted files and time bombs.
- Interfere with or disrupt another player's use of an EA Service. This includes disrupting the normal flow of game play, chat or dialogue within an EA Service by, for example, using vulgar or harassing language, being abusive, excessive shouting (all caps), spamming, flooding or hitting the return key repeatedly.

- Harass, threaten, bully, embarrass, spam or do anything else to another player that is unwanted, such as repeatedly sending unwanted messages or making personal attacks or statements about race, sexual orientation, religion, heritage, etc. Hate speech is not tolerated.
- Contribute UGC or organize or participate in any activity, group or guild that is inappropriate, abusive, harassing, profane, threatening, hateful, offensive, vulgar, obscene, sexually explicit, defamatory, infringing, invades another's privacy, or is otherwise reasonably objectionable.
- Publish, post, upload or distribute UGC or content that is illegal or that you don't have permission to freely distribute.
- Publish, post, upload or distribute any content, such as a topic, name, screen name, avatar, persona, or other material or information, that EA (acting reasonably and objectively) determines is inappropriate, abusive, hateful, harassing, profane, defamatory, threatening, hateful, obscene, sexually explicit, infringing, privacy-invasive, vulgar, offensive, indecent or unlawful.
- Post a message for any purpose other than personal communication. Prohibited messages include advertising, spam, chain letters, pyramid schemes and other types of solicitation or commercial activities.
- Impersonate another person or falsely imply that you are an EA employee or representative.
- Improperly use in-game support or complaint buttons or make false reports to EA staff.
- Attempt to obtain, or phish for, a password, account information, or other private information from anyone else on EA Services.
- Use any robot, spider or other automated device or process to access this website for any purpose or copy any material on this website.
- Use or distribute unauthorized software programs or tools, such as "auto" software programs, "macro" software programs, "cheat utility" software program or applications, exploits, cheats, or any other game hacking, altering or cheating software or tool.
- Modify any file or any other part of the EA Service that EA does not specifically authorize you to modify.
- Use exploits, cheats, undocumented features, design errors or problems in an EA Service.
- Use or distribute counterfeit software or EA Content, including EA Virtual Currency.
- Attempt to use an EA Service on or through any service that is not controlled or authorized by EA.
- Sell, buy, trade or otherwise transfer or offer to transfer your EA Account, any personal access to EA Services, or any EA Content associated with your EA Account, including EA Virtual Currency and other Entitlements, either within an EA Service or on a third party website, or in connection with any out-ofgame transaction, unless expressly authorized by EA.
- Use an EA Service in a country in which EA is prohibited from offering such services under applicable export control laws.
- If an EA Service requires you to create a "user name" or a "persona" to represent you in game and online, you should not use your real name and may not use a user name or persona that is used by someone else or that EA determines is vulgar or offensive or violates someone else's rights.
- Engage in any other activity that significantly disturbs the peaceful, fair and respectful gaming environment of an EA Service.
- Use information about users publicly available in any EA Service (e.g. on a leaderboard) for any purpose unrelated to the Service, including to attempt to identify such users in the real world.
- Promote, encourage or take part in any prohibited activity described above.

If you or someone using your EA Account violates these rules and fails to remedy this violation after a warning, EA may take action against you, including revoking access to certain or all EA Services, Content or Entitlements, or terminating your EA Account as described in Section 8. In case of severe violations, EA may take these actions without issuing a prior warning. Some examples of severe violations include, but are not limited to: promoting, encouraging or engaging in hacking, selling EA accounts or entitlements (including

Page 5 of 12

virtual currencies and items) without EA's permission, extreme harassment, or threatening illegal activities. When practical, EA will notify you of the action it will take in response to violations of these rules or breach of this Agreement.

Specific EA Services may post additional rules that apply to your conduct on those services.

If you encounter another user who is violating any of these rules, please report this activity to EA using the "Help" or "Report Abuse" functions in the relevant EA Service, if available, or contact Customer Support at help.ea.com.

EA may, in its discretion, monitor or record online activity or Content on EA Services and may remove any Content from any EA Service at its discretion. Remember that your communications and your UGC in an EA Service are public and will be seen by others.

Your use of EA Services is subject to EA's Privacy and Cookie Policy at <u>privacy.ea.com</u>, which is incorporated by reference into this Agreement.

7. PC Products

This Section applies to EA Services for play on a Personal Computer ("EA PC Products"). To access and use EA Services associated with an EA PC Product, you may first need to register with the serial code enclosed with the EA PC Product.

A. Technical and Content Protection Measures

EA utilizes certain technical or content protection measures to prevent piracy and the unauthorized copying or use of an EA PC Product. EA PC Products use Origin Online Activation and also may use Sony DADC Austria AG's Denuvo content protection technology. To see which games use Denuvo, visit https://www.ea.com/legal. An EA Account, including the acceptance of this Agreement and EA's Privacy and Cookie Policy at privacy.ea.com, installation of the Origin client application (https://www.origin.com/enus/about), acceptance of the Origin EULA, and an Internet connection are required to authenticate the EA PC Product and verify your license upon the initial launch of the EA PC Products on any unique machine ("Authenticate" or "Authentication"). The serial code provided with this EA PC Products will be verified during Authentication. Authentication is limited to one EA Account per serial code, which means the EA PC Product is not transferable. EA may validate your license by subsequent online Authentication. There is no limit to the total number of machines on which the EA PC Products can be Authenticated, but you may launch and access the EA PC Product on no more than five unique machines in any rolling 24-hour period. If you attempt to circumvent, disable or tamper with these technical protection measures, the EA PC Product may not function properly and this License shall terminate for your material breach. Keep your serial code because you may need it to install the EA PC Service on other machines. This technology may interfere with certain applications, such as debuggers, that can be used to circumvent access-control technology.

B. Monitoring

EA utilizes certain technologies to detect and prevent cheating in connection with the use of EA PC Products. These are described below. You can visit https://www.ea.com/legal to know which technology is used with each EA PC Product.

Punkbuster. EA may use Punkbuster Anti-Cheat technology from Even Balance, Inc. You may opt to install Punkbuster during the installation of an EA PC Product. If it is installed, when you connect online to a game

Page 6 of 12

server using Punkbuster, Punkbuster will monitor your computer's random access memory (RAM) for Unauthorized Third Party Programs running concurrently with the EA PC Product and any modifications to the EA PC Product's files enabling or facilitating cheating. An Unauthorized Third Party Program is a third party program or file (such as a "addon", "mod", "hack", "trainer", or "cheat") that EA believes (i) enables or facilitates cheating of any type: (ii) allows users to modify or hack the game interface, environment, and /or experience in any way not expressly authorized by EA: or (iii) Intercepts, "mines", or otherwise collects information from or through the game. If you uninstall the EA PC Product, Punkbuster will remain dormant on your computer. To uninstall Punkbuster, run the executable at https://www.evenbalance.com/downloads/pbsvc/pbsvc.exe.

EA Anti-Cheat Technologies. EA may use its own anti-cheat technologies. When you connect online to a game server, these technologies will activate and monitor your game play, the game files associated with the EA PC Product and your computer's RAM. These technologies detect cheating and Unauthorized Third Party Programs running concurrently with the EA PC Product and any modifications to the EA PC Product's files enabling or facilitating cheating.

If any of these anti-cheat technologies detects cheating, we may collect relevant information, including your account name, details about an Unauthorized Third Party Program and the EA PC Product files modification detected, and the time and date it was detected. We also may terminate your License and your EA Account if we determine you have been cheating.

When you disconnect from the game server, these anti-cheat technologies will be deactivated.

C. Uninstalling

You may uninstall EA PC Products at any time within your game settings in the Origin client. Certain locally saved files may remain on your computer after uninstallation. You may manually delete these files by searching for the game title in your My Documents folder on PC or via the file finder on a Mac.

8. Termination and Other Sanctions

This Agreement is effective until terminated by you or EA. EA may terminate your access and use of any EA Services or your EA Account if EA determines that you have violated this Agreement or that there has been otherwise unlawful, improper or fraudulent use of EA Services associated with your EA Account. When practical, EA will notify you of the termination. You may lose your user name and persona as a result of an EA Account termination. If you have more than one EA Account, depending on the type of violation or misuse, EA may terminate all of your EA Accounts and all related Entitlements. If your EA Account is terminated, you will not have access to your EA Account or Entitlements and may be barred from accessing or using any EA Service again. Upon termination, your license under this Agreement also shall terminate.

Instead of termination and prior to any termination, EA may issue you a warning, suspend your access to a particular EA Service or your EA Account, remove or revoke Entitlements at an EA Account or device level, remove or delete any content which is in violation with this Agreement, or ban your device or machine from accessing specific EA Services. If EA takes any action described in this Section, you will not be entitled to a refund (subject to any statutory refund rights) and no Entitlements will be credited to you or converted to cash or other forms of reimbursement.

Page 7 of 12

EA may terminate any EA Service at any time by giving at least thirty days' notice either via email (if available), within the affected EA Service, or on the service updates page of EA's website (https://www.ea.com/service-updates).

If you believe that any action has been taken against your Account or device in error, please contact Customer Support at help.ea.com.

Sections 5, 8-9, 11-15 of this Agreement survive termination of this Agreement.

9. Use of Data

When you use an EA Service, EA may collect and store data from your computer or device, including information about your computer or device and operating system (such as IP Address and device ID), information about your EA Service usage, gameplay and usage statistics, system interactions and peripheral hardware (for example, to protect your game stats, EA may place a randomly generated identification number in the keychain storage of your device. That identifier will be removed when you reset your device). If you play an EA Service offline, this data will be stored on your device and transmitted to EA when your device connects to the Internet. EA uses this information to operate its business, improve its products and services, provide services to and communicate with you (including for marketing purposes), provide software updates, dynamically served content and software support, and trouble-shoot bugs or otherwise enhance your experience. If you participate in online services, EA also may collect, use, store, transmit and publicly display statistical data regarding game play (including scores, rankings and achievements), or identify content that is created and shared by you with other players.

Your data is collected, used, stored and transmitted by EA Inc. in the United States, in accordance with EA's Privacy and Cookie Policy at privacy.ea.com.

10. Other Software, Utilities and Tools

EA Services may require or allow you to download software, software updates or patches, or other utilities and tools from EA or its licensors onto your computer, entertainment system or device. These technologies may be different across platforms, and the performance of EA Services may vary depending on your computer and other equipment. You understand that certain updates to these technologies may be required in order to continue use of an EA Services. Some of these updates may contain locked features or content that require you to pay an additional fee to access them. You consent to EA automatically installing any available updates for EA Services. Failure to install available updates may render EA Services, including EA PC Products, unplayable.

11. Third-Parties

Some EA Services may give you the option of playing on servers not owned or controlled by EA. EA does not control those services and is not responsible for your use of the EA Service on or through them. These third party services may subject you to additional or different terms and restrictions.

EA Services may include hyperlinks to third party web sites. Those sites may collect data or solicit personal information from you. EA does not control those sites and is not responsible for their content or for their collection, use or disclosure of personal information.

Page 8 of 12

12. Warranties; Limitation of Liability

IF YOU LIVE IN THE EUROPEAN ECONOMIC AREA (EEA) OR SWITZERLAND, THE EA SERVICES WILL BE PROVIDED WITH REASONABLE CARE AND SKILL AND NO OTHER PROMISES OR WARRANTIES ABOUT THE EA SERVICES ARE MADE. IF YOU LIVE OUTSIDE THE EEA AND SWITZERLAND, EA SERVICES ARE LICENSED AND PROVIDED "AS IS." YOU USE THEM AT YOUR OWN RISK. TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAW, EA GIVES NO EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR PRACTICE. EA DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE PRODUCT OR EA SERVICE; THAT THE EA SERVICE WILL MEET YOUR REQUIREMENTS; THAT OPERATION OF THE EA SERVICE WILL BE UNINTERRUPTED OR FREE FROM ERRORS, BUGS, CORRUPTION, LOSS, INTERFERENCE, HACKING OR VIRUSES, OR THAT EA SERVICES WILL INTEROPERATE OR BE COMPATIBLE WITH ANY OTHER SOFTWARE. EA DOES NOT WARRANT OR GUARANTEE ANY THIRD PARTY PRODUCT OR SERVICE OFFERED VIA THE ORIGIN STORE. SEE https://help.ea.com/en-us/help/account/electronic-artswarranty-policy/ FOR MORE INFORMATION ON STATUTORY WARRANTY AND OTHER STATUTORY CONSUMER RIGHTS IN YOUR TERRITORY, AND https://help.ea.com/en-au/help/account/electronic-artswarranty-policy/ FOR RIGHTS AVAILABLE TO AUSTRALIAN CONSUMERS.

IF YOU LIVE IN THE EEA OR SWITZERLAND, EA AND ITS EMPLOYEES, LICENSORS AND BUSINESS PARTNERS WILL NOT BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES ARISING FROM YOUR ACTIONS OR BREACH OF THIS AGREEMENT, OR WHICH ARISE AS A RESULT OF A THIRD PARTY'S (OR ANY OTHER) ACTS OR OMISSIONS BEYOND OUR CONTROL. IF YOU LIVE OUTSIDE THE EEA AND SWITZERLAND, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, EA AND ITS EMPLOYEES, LICENSORS AND BUSINESS PARTNERS SHALL NOT BE LIABLE TO YOU FOR ANY LOSSES THAT WERE NOT CAUSED BY EA'S BREACH OF THIS AGREEMENT, OR INDIRECT, INCIDENTIAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES. THE TYPES OF EXCLUDED DAMAGES INCLUDE, FOR EXAMPLE, FINANCIAL LOSS (SUCH AS LOSS INCOME OR PROFITS), COST OF SUBSTITUTE GOODS OR SERVICES, BUSINESS INTERRUPTION OR STOPPAGE, LOSS OF DATA, LOSS OF GOODWILL, AND COMPUTER FAILURE OR MALFUNCTION. THIS LIMITATION APPLIES TO ANY CLAIM ARISING OUT OF OR RELATED TO THIS LICENSE OR EA SERVICE, WHETHER BASED IN CONTRACT, TORT, STATUTE, STRICT LIABILITY OR OTHERWISE. IT ALSO APPLIES EVEN IF EA KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGE. YOU MAY RECOVER ONLY DIRECT DAMAGES IN ANY AMOUNT NO GREATER THAN WHAT YOU ACTUALLY PAID FOR THE APPLICABLE EA SERVICE. EA DOES NOT LIMIT ITS LIABILITY FOR FRAUD, GROSS NEGLIGENCE, WILFUL MISCONDUCT, OR FOR DEATH OR PERSONAL INJURY. SOME JURISDICTIONS DO NOT ALLOW THE ABOVE EXCLUSIONS AND LIMITATIONS, SO SOME OR ALL OF THEM MAY NOT APPLY TO YOU.

If you purchased a physical copy of an EA Service from a physical retail store in the United States and you do not agree to the terms of this Agreement and have not installed or used the EA Service, you may return it for a refund or exchange within thirty (30) days from the date of purchase to the original place of purchase by following the instructions for return available at https://warrantyinfo.ea.com.

13. General Terms

A. Entire Agreement

This Agreement, together with any other EA terms that govern your use of EA Services, constitutes the entire agreement between you and EA. The Agreement may not be amended or modified unless made in

Page 9 of 12

writing and signed by EA. The failure of EA to exercise any right under this Agreement shall not constitute a waiver of the right or any other right. If any part of this Agreement is held to be unenforceable, all other parts of this Agreement shall continue in full force and effect.

B. Governing Law

If you live in the EEA, Switzerland, Brazil, Hong Kong, Mexico or Russia, (i) this Agreement is between you and EA Swiss Sàrl, a company registered in the Geneva Companies Registry with company registration number: CH-660-2328005-8 and with offices at 8 Place du Molard, 1204 Geneva, Switzerland; (ii) the laws of your country of residence govern this Agreement and your use of EA Services; and (iii) you expressly agree that exclusive jurisdiction for any claim or action arising out of or relating to this Agreement or EA Services shall be the courts of your country of residence.

If you live in the Republic of Korea, (i) this Agreement is between you and EA Swiss Sàrl, a company registered in the Geneva Companies Registry with company registration number: CH-660-2328005-8 and with offices at 8 Place du Molard, 1204 Geneva, Switzerland; (ii) the laws of Korea, excluding its conflicts-of-law rules, govern this Agreement and your use of EA Services; and (iii) you expressly agree that exclusive jurisdiction for any claim or action arising out of or relating to this Agreement or EA Services shall be the courts of Korea.

If you live in the United States, Canada or Japan, (i) this Agreement is between you and Electronic Arts Inc., 209 Redwood Shores Parkway, Redwood City, CA 94065, USA; (ii) the laws of the State of California, excluding its conflicts-of-law rules, govern this Agreement and your use of EA Services; and (iii) you expressly agree that for claims and disputes not subject to the arbitration agreement below, exclusive jurisdiction for any claim or action arising out of or relating to this Agreement or EA Services shall be the federal or state courts that govern San Mateo County, California, and you expressly consent to the exercise of personal jurisdiction of such courts.

If you in live in any other country, (i) this Agreement is between you and EA Swiss Sàrl, a company registered in the Geneva Companies Registry with company registration number: CH-660-2328005-8 and with offices at 8 Place du Molard, 1204 Geneva, Switzerland; (ii) the laws of the State of California, excluding its conflicts-of-law rules, govern this Agreement and your use of EA Services; and (iii) you expressly agree that for claims and disputes not subject to the arbitration agreement below, exclusive jurisdiction for any claim or action arising out of or relating to this Agreement or EA Services shall be the federal or state courts that govern San Mateo County, California, and you expressly consent to the exercise of personal jurisdiction of such courts.

The UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to this Agreement or to any dispute arising out of or relating to this Agreement.

C. Export

You agree to follow U.S. and other export control laws and agree not to transfer an EA Service to a foreign national, or national destination, that is prohibited by such laws. You also acknowledge you are not a person with whom EA is prohibited from doing business under these export control laws.

Changes to this Agreement

EA may modify this Agreement from time to time, so please review it frequently. For EA players who accepted a version of this Agreement prior to modification, the revisions will become effective 30 days after

Page 10 of 12

posting at <u>terms.ea.com</u>. Your continued use of EA Services means you accept the changes. Once you accept a version of the Agreement, we will not enforce future material changes without your express agreement to them. If you are asked to accept material changes to this Agreement and you decline to do so, you may not be able to continue to use the EA Service provided.

15. Dispute Resolutions by Binding Arbitration

THIS SECTION APPLIES TO ALL CONSUMERS AND PEOPLE WHO ACCEPTED THE TERMS OF THIS AGREEMENT. IT EXCLUDES RESIDENTS OF QUEBEC, RUSSIA, SWITZERLAND, BRAZIL, MEXICO, THE MEMBER STATES OF THE EEA, AND THE REPUBLIC OF KOREA. BY ACCEPTING THE TERMS OF THIS AGREEMENT, YOU AND EA EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

This Section offers a streamlined way to resolve disputes between us if they arise. Most of your concerns can be resolved quickly and satisfactorily by logging into the EA customer support interface with your Account at help.ea.com. If EA cannot resolve your concern, you and EA agree to be bound by the procedure set forth in this Section to resolve any and all disputes between us.

This Section is an agreement between you and EA, and applies to our respective agents, employees, subsidiaries, predecessors, successors, beneficiaries and assigns. This agreement to arbitrate evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Section. This Section shall be interpreted broadly and shall survive termination of this Agreement.

A. Claims Covered by Arbitration

All disputes, claims or controversies arising out of or relating to this Agreement, any EA Service and its marketing, or the relationship between you and EA ("Disputes") shall be determined exclusively by binding arbitration. This includes claims that accrued before you entered into this Agreement. The only Disputes not covered by this Section are claims (i) regarding the infringement, protection or validity of your, EA's or EA's licensors' trade secrets or copyright, trademark or patent rights; (ii) if you reside in Australia, to enforce a statutory consumer right under Australia consumer law; and (iii) brought in small claims court.

B. Informal Negotiations

You and EA shall first attempt to resolve any Dispute informally for at least 30 days before initiating arbitration. The informal negotiations commence upon receipt of written notice from one person to the other ("Notice of Dispute"). The Notice of Dispute must: (a) include the full name and contact information of the complaining party; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought. EA will send its Notice of Dispute to your billing or email address. You will send your Notice of Dispute to: Electronic Arts Inc., 209 Redwood Shores Parkway, Redwood City CA 94065, ATTENTION: Legal Department.

C. Binding Arbitration

If you and EA cannot resolve a Dispute informally, you or EA may elect to have the Dispute finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. The arbitration shall be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website

Page 11 of 12

www.adr.org. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, or if you send EA a notice to the Notice of Dispute address above indicating that you are unable to pay the fees required to initiate an arbitration, EA will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator shall make a decision in writing, and shall provide a statement of reasons if requested by either party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. You and EA may litigate in court to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

D. Limitations

YOU AND EA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. The arbitrator shall not consolidate another person's claims with your claims, and shall not preside over any type of representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If this specific subsection is found to be unenforceable, then the entirety of this agreement to arbitrate shall be null and void.

E. Location

If you live in the United States, arbitration will take place at any reasonable location convenient for you. For residents outside the United States, arbitration shall be initiated in the County of San Mateo, State of California, United States of America, and you and EA agree to submit to the personal jurisdiction of that court, in order to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

F. Recovery

If the arbitrator rules in your favor on the merits of any claim you bring against EA and issues you an award that is greater in monetary value than EA's last written settlement offer made before EA makes its final written submissions to the arbitrator, then EA will:

- 1. Pay you 150% of your arbitration award, up to \$5,000 USD over and above your arbitration award; and
- 2. Reimburse the arbitration fees that you paid to the AAA.

G. Changes to this Arbitration Agreement

EA will not enforce material changes to this agreement to arbitrate, unless you expressly agree to the changes.

16. Supplemental Terms for PlayStation®

A. For Purchases in PlayStation™Store in North America

Purchase and use of items are subject to the Network Terms of Service and User Agreement. This online service has been sublicensed to you by Sony Interactive Entertainment America.

Page 12 of 12

B. For Purchases in PlayStation™Store in Europe

Any content purchased in an in-game store will be purchased from Sony Interactive Entertainment Network Europe Limited ("SIENE") and be subject to PlayStation™Network Terms of Service and User Agreement which is available on the PlayStation™Store. Please check usage rights for each purchase as these may differ from item to item. Unless otherwise shown, content available in any in-game store has the same age rating as the game.

Previous Terms of Service/User Agreement:

LAST UPDATED: July 25, 2017
LAST UPDATED: March 2, 2017
LAST UPDATED: October 28, 2016
LAST UPDATED: July 20, 2015
LAST UPDATED: September 4, 2012
LAST UPDATED: November 28, 2011

EXHIBIT 13

LAST UPDATED: July 20, 2015

ELECTRONIC ARTS TERMS OF SERVICE

PLEASE NOTE: SECTION 20 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. IT AFFECTS YOUR RIGHTS ABOUT HOW TO RESOLVE ANY DISPUTE WITH EA. PLEASE READ IT.

These Terms of Service and all supplemental terms, as amended from time to time, govern your use of any online or mobile product or service to which you have access, any product or service that requires an Internet connection or EA Account to access, install or play as well as any EA Account you use to access online or mobile products or services ("EA Services") offered by Electronic Arts or any of its subsidiaries and affiliates (collectively, "EA") for PC, game system or mobile device.

If you reside in the United States, Canada or Japan, these terms are an agreement between you and Electronic Arts Inc., 209 Redwood Shores Parkway, Redwood City, CA 94065, USA. If you reside in any other country, then these terms are an agreement between you and EA Swiss Sàrl, a company registered in the Geneva Companies Registry with company registration number: CH-660-2328005-8 and with offices at 8 Place du Molard, 1204 Geneva, Switzerland. If additional terms and/or agreements apply to the EA Service(s) used by you, those additional terms and/or agreements govern your use of EA Services as well.

These Terms of Service, as well as EA's Privacy and Cookie Policy available at privacy.ea.com (incorporated herein by reference) form legally binding contracts between you and EA. By using EA Services, you affirm that you are at least 18 years of age (or have reached the age of majority if that is not 18 years of age where you live) or that you have reviewed this Agreement with your parent or guardian and he or she assents to these Terms of Service on your behalf and takes full responsibility for your compliance with them. You agree that you and/or your parent or guardian are fully able and competent to enter into the terms, conditions, obligations, representations and responsibilities set forth in these Terms of Service, and to abide and comply with these Terms of Service.

You agree to check terms.ea.com periodically for new information and terms that govern your use of EA Services. EA may modify the Terms of Service at any time. Revisions to terms affecting existing EA Services shall be effective thirty (30) days after posting at terms.ea.com. Terms for new EA Services are effective immediately upon posting at terms.ea.com. EA will not enforce material changes to this Agreement against account holders absent express agreement to the changed terms.

Table of Contents

- 1. EA Account
- 2. Content
- 3. Entitlements
- 4. Use of Content and Entitlements/General License Restrictions
- 5. Content and Entitlement Availability
- 6. Contributing Third Party Content to EA Services
- 7. UGC License Grant to EA and Others
- 8. EA Virtual Currency
- 9. Termination of EA Services
- 10. Cancellation of your Account
- 11. Rules of Conduct
- 12. Services Not Controlled By EA
- 13. Software, Utilities and Tools
- 14. Export Control Laws
- 15. <u>Updates to EA Services</u>

EXHIBIT Witness: N. CHANNON

Date: 7-26-17

Susan Magee CSR No. 11661

- 16. Limitations on Warranty and Liability
- 17. Indemnification
- 18. Links to Third-Party Sites
- 19. General Terms
- 20. Dispute Resolution By Binding Arbitration
- 21. Entire Agreement
- 22. Notice to California Residents
- 23. Supplemental Terms

1. EA Account

An EA Account, formerly known as an Origin Account ("Account"), may be required to access and use some EA Services. If you have questions about Account registration, please contact us by visiting help.ea.com, support.popcap.com (for PopCap products) or swtor.com/support (for Star WarsTM: The Old Republic).

To create an Account, you must have an email address, and provide truthful and accurate information. You must be eligible to use the EA Service for which you are registering. In addition, some EA Services may require creation of a "user name" or a "persona" to represent you in game and online. User names and personas are tied to your Account. You may not use a user name or persona that is used by someone else, is vulgar or offensive, or otherwise violates the Terms of Service.

You are solely responsible for all activity on your Account. Your Account may be terminated if someone else uses it to engage in activity that violates the Terms of Service or is otherwise improper or illegal. You should not reveal your Account password to others. EA will not ask you to reveal your password, or initiate contact with you asking for answers to your password security questions.

2. Content

"Content" on EA Services includes software, technology, text, forum posts, chat posts, profiles, widgets, messages, links, emails, music, sound, graphics, pictures, video, code, and all audio visual or other material appearing on or emanating to and/or from EA Services, as well as the design and appearance of our websites. Content includes user-generated Content ("UGC"). UGC includes but is not limited to Account personas, forum posts, profile content and any other Content contributed by users to EA Services. EA Content and UGC collectively shall be referred to as "Content." All Content--with the exception of UGC discussed below in Section 6 and 7--is owned by EA or its affiliates, subsidiaries, licensors or suppliers. You bear the entire risk of the completeness, accuracy and/or usefulness of UGC found on EA Services.

3. Entitlements

"Entitlements" are licensed rights granted, awarded, provided and/or purchased by you to access and/or use online or off-line elements or features of EA Services and/or products. Entitlements include but are not limited to paid and free downloadable content; unlockable content; digital content, including additional or enhanced functionality, content subscriptions; virtual assets; rights of use tied to unlock keys or codes, serial codes and/or online authentication of any kind; in-game achievements; virtual points, coins, or currencies (each individually or collectively defined as "EA Virtual Currency").

4. Use of Content and Entitlements/General License Restrictions

EA grants you a personal, limited, non-exclusive license to use Content and Entitlements to which you have access for your personal, private, non-commercial, non-transferable, limited uses solely as set forth herein and as set forth in any additional Terms applicable to the EA Services accessed by you. Content and Entitlements and all other intellectual property rights in or on EA Services as well as the products and services offered through EA Services, are owned by EA or EA's third party licensors and are protected by United States and International

copyright, trade dress, patent, and trademark laws, international conventions, and other laws protecting intellectual property and related proprietary rights. You may not copy, access, or download any Content and/or Entitlements from an EA Service unless you are expressly authorized to do so. In addition, unless expressly authorized by EA, you may not distribute, publicly perform or display, lease, sell, transmit, transfer, publish, edit, copy, create derivative works from, rent, sub-license, decompile, disassemble, reverse engineer or otherwise make unauthorized use of Content or Entitlements. Any commercial use is prohibited. You agree not to remove, obscure, or alter copyright, patent, trademark, or other proprietary rights notices affixed to Content. Your rights are subject to your compliance with these Terms of Service as well as any other applicable Terms.

EA reserves all right, title and interest in any Content, Entitlements, EA Services and all associated copyrights, trademarks, and other intellectual property rights therein that are not expressly granted to you in these Terms of Service. Your permitted use of Content and Entitlements described above is limited by the intellectual property rights of EA and does not include any rights to other patents or intellectual property. Making unauthorized copies or distribution of Content and/or Entitlements found on EA Services may result in the termination of your Account(s), prohibition on use of EA Services, and further legal action as set out in Section 9 below. Content and/or Entitlement owners may take legal action against you for unauthorized use of intellectual property.

5. EA Services, Content and Entitlement Availability

Entitlements may only be held in Accounts belonging to legal residents of countries where access to and use of Content and Entitlements is permitted. Entitlements may be purchased or acquired only from EA or an authorized retailer. EA reserves the right to refuse your request(s) to acquire Entitlements, and EA reserves the right to limit or block any request to acquire Entitlements for any reason.

We do not guarantee that any EA Services, Content or Entitlement will be available at all times, in all countries and/or geographic locations, or at any given time or that we will continue to offer particular Content or Entitlements for any particular length of time. We reserve the right to change and update Content and Entitlements without notice to you. Once you have redeemed your Entitlements, that content is not returnable, exchangeable, or refundable for other Entitlements or for cash, or other goods or services, subject to any rights of return you may have under Section 16 or under any applicable consumer law in your territory.

6. Contributing UGC to EA Services

EA does not pre-screen all UGC and does not endorse or approve any UGC that you and other users may contribute to EA Services. You are solely responsible for your UGC and may be held liable for UGC that you post.

EA respects the intellectual property rights of others. You must have the legal right to upload UGC to EA Services. You may not upload or post any UGC on EA Services that infringes the copyright, trademark or other intellectual property rights of a third party nor may you upload UGC that violates the law, this Terms of Service and/or any third party's right of privacy or right of publicity. You may upload only UGC that you are permitted to upload by the owner or by law. EA may, without prior notice to you and in its sole judgment, remove UGC that may infringe the intellectual property or other rights of a third party. If you are a repeat infringer of EA's or a third party's intellectual property or other rights, EA may terminate your Account without notice to you. If your Account(s) is/are terminated under this paragraph, you are not entitled to a refund for any fees you have paid, and you will lose access to Entitlements associated with your Account.

EA reserves the right (but has no obligation except as required by law) to remove, block, edit, move or disable UGC for any reason, including when EA determines that UGC violates these terms. The decision to remove UGC or other Content at any time is in EA's sole and final discretion. To the maximum extent permitted by applicable law, EA does not assume any responsibility or liability for UGC or for removal of, UGC or any failure to or delay in removing, UGC or other Content.

7. UGC License Grant to EA and Others

When you contribute UGC to an EA Service, you expressly grant to EA and its licensors a non-exclusive, perpetual, worldwide, complete, sub-licensable and irrevocable right to quote, re-post, publish, use, adapt, translate, archive, store, reproduce, modify, create derivative works from, syndicate, license, print, sublicense, distribute, transmit, broadcast, and otherwise communicate, and publicly display and perform the UGC, or any portion thereof, in any manner or form and in any medium or forum, whether now known or hereafter devised, without notice, payment or attribution of any kind to you or any third party. You grant EA and its licensors all licenses, consents and clearances to enable EA and its licensors to use such UGC for such purposes. You waive and agree not to assert any moral or similar rights you may have in such UGC.

If the EA Service on which you contribute UGC permits other users to access and use that UGC as part of the EA Service, then you also grant all other users of the relevant EA Service the right to use, copy, modify, display, perform, create derivative works from, and otherwise communicate and distribute your UGC on or through the relevant EA Service without further notice, attribution or compensation to you.

8. EA Virtual Currency

Certain EA Services may make virtual points, coins, or currencies ("EA Virtual Currency") available in-game. By purchasing, earning, or otherwise receiving EA Virtual Currency from EA or EA's approved partners or affiliates, you obtain a personal, limited, non-assignable, revocable license to access and select from the content that EA expressly makes available within the applicable EA Service.

EA Virtual Currency has no monetary value and does not constitute currency or property of any type. EA Virtual Currency cannot be sold, traded, transferred, or exchanged for cash; it may only be redeemed for EA In-Game Content. EA Virtual Currency is non-refundable unless expressly authorized by EA in writing or otherwise required by law.

9. Termination of EA Services

EA may terminate access to EA Services, or parts of such EA Services, at any time by giving you notice of such termination within the time period specified when you joined the particular EA Service, or if no time period for notice of termination was specified, then within thirty (30) days of the date such notice is either (at EA's discretion) provided to you via email or is posted on the applicable product or EA Service or on http://www.ea.com/2/service-updates.

EA may also terminate access to EA Services for violation of this Terms of Service, if EA (in its sole discretion) deems that your use of EA Services renders EA Services less safe for others and/or minors or for illegal or improper use of EA Services, Content, Entitlement, products, or EA's Intellectual Property as determined by EA in its sole discretion. You may lose your user name and persona as a result of termination. If you have more than one (1) Account, EA may terminate all of your Accounts and all related Entitlements. In response to a violation of these Terms of Service or any other agreement applicable to EA Services accessed by you, EA may issue you a warning, suspend your Account, selectively remove, revoke or garnish Entitlements at an Account and/or device level, immediately terminate any and all Accounts that you have established and/or temporarily or permanently ban your device and/or machine from accessing all EA Services or certain EA Services. You acknowledge that in such an instance EA is not required to provide you notice before taking action to suspend or terminate your Account, temporarily or permanently banning your device from some or all EA Services or selectively removing, revoking or garnishing Entitlements associated with your Account. If EA terminates your Account, you may not participate in an EA Service again without EA's express permission. EA reserves the right to refuse to keep Accounts for, and provide EA Services to, any individual. You may not allow individuals whose Accounts have been terminated by EA to use your Account.

Please note, EA considers notification of a chargeback to a payment made from an Account as strong evidence of fraud occurring on your Account. For your safety, EA may temporarily or permanently terminate your Account and/or selectively remove, revoke or garnish the EA Services associated with your Account upon

notification of a chargeback.

If your Account, or a particular subscription for an EA Service associated with your Account, is terminated, suspended and/or if any Entitlements are selectively removed, revoked or garnished from your Account and/or if your device is temporarily or permanently banned from accessing some or all EA Services, no refund will be granted (in all other circumstances, see Section 16 for your refund rights), no Entitlements will be credited to you or converted to cash or other forms of reimbursement, and you will have no further access to your Account or Entitlements associated with your Account or the particular EA Service. If you believe that any action has been taken against your Account or device in error, please contact Customer Support at help.ea.com, support.popcap.com (for PopCap products) or swtor.com/support (for Star WarsTM: The Old Republic).

10. Cancellation of your Account

You have the right to cancel your Account or a particular subscription to an EA Service at any time. If you do not agree to the terms in this Terms of Service, your sole remedy is to not use EA Services and to cancel your Account or applicable subscriptions. You understand and agree that the cancellation of your Account or a particular subscription is your sole right and remedy with respect to any dispute with EA, including any dispute related to, or arising out of: (1) any term of this Terms of Service or EA's enforcement or application of this Terms of Service; (2) the Content and Entitlements available through EA Services or any change in Content or Entitlements provided through EA Services; (3) your ability to access and/or use EA Services and/or any Content or Entitlements thereon; or (4) the amount or type of fees, surcharges, applicable taxes, billing methods, or any change to the fees, applicable taxes, surcharges or billing methods for EA Services and/or any Content or Entitlements thereon.

Contact EA's Customer Service Department at help.ea.com, support.popcap.com (for PopCap products) or swtor.com/support (for Star WarsTM: The Old Republic) to cancel your Account. EA reserves the right to collect fees, surcharges or costs incurred before you cancel your Account or a subscription to an EA Service. You are also responsible for any amounts owed to third-party vendors or content providers before your cancellation. Any delinquent or unpaid fees and other unresolved issues with EA Services must be settled before you establish a new Account.

11. Rules of Conduct

You may violate the Terms of Service if, as determined by EA in its sole discretion, you:

- Post, transmit, promote, or distribute Content that is illegal.
- Harass, threaten, embarrass, spam or do anything else to another player that is unwanted, such as repeatedly sending unwanted messages or making personal attacks or statements about race, sexual orientation, religion, heritage, etc.
- Organize, effectuate or participate in any activity, group, guild that is harmful, abusive, hateful, racially, ethnically, religiously or otherwise offensive, obscene, threatening, bullying, vulgar, sexually explicit, defamatory, infringing, invasive of personal privacy or publicity rights, encourages conduct that would violate a law or in a reasonable person's view, objectionable and/or inappropriate. Hate speech is not tolerated.
- Use abusive, offensive, or defamatory screen names and/or personas.
- Engage in disruptive behavior in chat areas, game areas, forums, or any other area or aspect of EA Services. Disruptive behavior includes but is not limited to conduct which interferes with the normal flow of gameplay or dialogue within an EA Service. Disruptive behavior shall also include, but not be limited to, commercial postings, solicitations and advertisements.
- Disrupt the flow of chat in chat rooms with vulgar language, abusiveness, hitting the return key repeatedly or inputting large images so the screen goes by too fast to read, use of excessive shouting [all caps] in an attempt to disturb other users, "spamming" or flooding [posting repetitive text].
- Impersonate another person (including celebrities), indicate falsely that you are an EA employee or a representative of EA, or attempt to mislead users by indicating that you represent EA or any of EA's partners or affiliates.

- Attempt to get a password, account information, or other private information from anyone else on EA Services.
- Upload any software or Content that you do not own or have permission to freely distribute.
- Violate any additional Rules of Conduct applicable to a specific EA Service that you are using.
- Promote, encourage or take part in any activity involving hacking, cracking, phishing, taking advantage of exploits or cheats and/or distribution of counterfeit software and/or virtual currency/items.
- Upload files that contain a virus, worm, spyware, time bombs, corrupted data or other computer programs that may damage, interfere with or disrupt EA Services.
- Post messages for any purpose other than personal communication, including advertising or promotional messaging, chain letters, pyramid schemes, or other commercial activities.
- Improperly use in-game support or complaint buttons or make false reports to EA staff.
- Use or distribute unauthorized "auto" software programs, "macro" software programs or other "cheat utility" software program or applications.
- Use any game hacking/altering/cheating software or tools.
- Modify or attempt to modify any file or any other part of the EA Service that EA does not specifically authorize you to modify.
- Post or communicate any person's real-world personal information using an EA Service.
- Attempt to interfere with, hack into or decipher any transmissions to or from the servers for an EA Service.
- Use and communicate exploits and/or cheats.
- Attempt to use EA Software on or through any service that is not controlled or authorized by Electronic Arts. Any such use is at your own risk and may subject you to additional or different terms. EA takes no responsibility for your use of EA Software on or through any service that is not controlled by Electronic Arts.
- Interfere with the ability of others to enjoy playing an EA Service or take actions that interfere with or materially increase the cost to provide an EA Service for the enjoyment of all its users.
- Unless expressly authorized by EA, you may not sell, buy, trade or otherwise transfer your Account or any personal access to EA Services, Content or Entitlements, including by use of auction websites.
- You may not conduct any activities that violate the laws of any jurisdiction including but not limited to copyright infringement, trademark infringement, defamation, invasion of privacy, identity theft, hacking, stalking, fraud and the distribution of counterfeit software.
- Post or transmit unsolicited advertising, promotional materials or other forms of solicitation in-game or in the forums.
- Abuse or exploit bugs, undocumented features, design errors or problems in the game.
- "Role-playing" is not an excuse for violating this or any other policy.

Specific EA Services may also post additional rules that apply to your conduct on those services.

You must also obey all federal, state, and local laws, regulations and rules that apply to your activities when you use EA Services. EA reserves the right to terminate your Account and to prevent your use of any and all EA Services if your Account is used to engage in illegal activity or to violate this Terms of Service.

Unless otherwise specified, there is no requirement or expectation that EA will monitor or record any online activity on EA Services, including communications. However, EA reserves the right to access and/or record any online activity on EA Services and you give EA your express consent to access and record your activities. EA reserves the right to remove any content from any EA Service at EA's sole discretion. EA has no liability for your or any third party's violation of this Agreement.

If you encounter another user who is violating any of the Rules of Conduct, please report this activity to EA using the "Help" or "Report Abuse" functions in the relevant EA Service, if available, or contact Customer Support at help.ea.com, support.popcap.com (for PopCap products) or swtor.com/support (for Star WarsTM: The Old Republic).

12. Services Not Controlled By EA

Some products may give you the option of using EA Software on or through a service that is not controlled by EA. For example, you may be given the option to play EA Software online on servers not owned or controlled

by EA. EA takes no responsibility for your use of EA Software on or through any such service and otherwise has no control over how those services are offered, administered or operated. Any such use of non-EA controlled services is at your own risk and may subject you to additional or different terms and restrictions by the third party running the service.

13. Software, Utilities and Tools

EA Services may require or allow you to download software, software updates or patches, or other utilities and tools from EA or its licensors onto your computer, entertainment system or device ("EA Software"). EA grants to you a non-exclusive, limited license to use EA Software solely for the purpose stated by EA at the time the EA Software is made available to you. If an End User License Agreement or End User Access And License Agreement is provided with the EA Software, your use of the EA Software is subject to the terms of that license agreement. You may not sub-license, or charge others to use or access EA Software. You may not translate, reverse-engineer, reverse-compile or decompile, disassemble or make derivative works from EA Software. You may not modify EA Software or use it in any way not expressly authorized in writing by EA. You understand that EA's introduction of various technologies may not be consistent across all platforms and that the performance of EA Software and related EA Services may vary depending on your computer and other equipment.

From time to time, Electronic Arts may provide you with updates or modifications to EA Software. You understand that certain updates and modifications may be required in order to continue use the EA Software and EA Services.

14. Export Control Laws

EA Software may be subject to United States export controls, and export controls of other jurisdictions. By downloading EA Software from EA, you warrant that you are not located in any country, or exporting EA Software to any person or place, to which the United States, the European Union, or any other jurisdiction has embargoed goods.

You agree to abide by U.S. and other applicable export control laws and not to transfer, by electronic transmission or otherwise, any Content or EA Software subject to restrictions under such laws to a national destination prohibited by such laws, without first obtaining, and then complying with, any requisite government authorization. You further agree not to upload to EA Services any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software. The assurances and commitments in this Section shall survive termination of this Agreement.

15. Updates to EA Services

IMPORTANT: EA MAY FIND IT NECESSARY TO UPDATE, OR RESET CERTAIN PARAMETERS TO BALANCE GAME PLAY AND USAGE OF EA SERVICES. THESE UPDATES OR "RESETS" MAY CAUSE YOU SETBACKS WITHIN THE RELEVANT GAME WORLD AND MAY AFFECT CHARACTERS, GAMES, GROUPS OR OTHER ENTITLEMENTS UNDER YOUR CONTROL. EA RESERVES THE RIGHT TO MAKE THESE UPDATES AND IS NOT LIABLE TO YOU FOR THESE CHANGES.

16. Limitations on Warranty and Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT THE USE OF EA SERVICES, EA SOFTWARE, CONTENT, ENTITLEMENTS AND THE INTERNET IS AT YOUR SOLE RISK. EA SERVICES, EA SOFTWARE, EA PRODUCTS, CONTENT, ENTITLEMENTS AND THIRD-PARTY SERVICES AND PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES OR OTHER STATUTORY CONSUMER RIGHTS ARE

LEGALLY INCAPABLE OF EXCLUSION OR LIMITATION. SEE HERE FOR MORE INFORMATION ON STATUTORY WARRANTY AND OTHER STATUTORY CONSUMER RIGHTS APPLICABLE IN YOUR TERRITORY. FOR INFORMATION ABOUT CONSUMER RIGHTS AVAILABLE TO AUSTRALIAN CONSUMERS, GO TO http://help.ea.com/au/article/origin-au-returns-and-cancellations/. SUBJECT TO ANY SUCH STATUTORY CONSUMER RIGHTS APPLICABLE IN YOUR TERRITORY, NO WARRANTY IS GIVEN ABOUT THE QUALITY, FUNCTIONALITY, AVAILABILITY OR PERFORMANCE OF EA SOFTWARE OR EA SERVICES. EA DOES NOT ASSUME LIABILITY FOR INABILITY TO OBTAIN OR USE ANY CONTENT, ENTITLEMENTS, GOODS OR SERVICES. EA PROVIDES EA SERVICES ON A COMMERCIALLY REASONABLE BASIS AND DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE EA SERVICES AT TIMES OR LOCATIONS OF YOUR CHOOSING, OR THAT EA WILL HAVE ADEQUATE CAPACITY FOR EA SERVICES AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHIC AREA.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH EA OR ITS LICENSORS ARISING OUT OF OR RELATING TO EA SERVICES AND/OR EA PRODUCTS IS TO STOP USING EA SERVICES, AND TO CANCEL YOUR ACCOUNT. YOU ACKNOWLEDGE AND AGREE THAT EA, ITS LICENSORS, LICENSEES AND AFFILIATES ARE NOT LIABLE FOR ANY ACT OR FAILURE TO ACT BY THEM OR ANY OTHER PERSON REGARDING CONDUCT, COMMUNICATION OR CONTENT ON EA SERVICES OR USE OF EA SOFTWARE. IN NO CASE SHALL EA'S OR ITS LICENSORS', LICENSEES', AFFILIATES', EMPLOYEES', OFFICERS', OR DIRECTORS' (COLLECTIVELY, "EA AFFILIATES") LIABILITY TO YOU EXCEED THE AMOUNT THAT YOU PAID TO EA FOR EA SERVICES. IN NO CASE SHALL EA, ITS LICENSORS OR EA AFFILIATES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF EA SERVICES, EA SOFTWARE, THE INTERNET OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF EA SERVICES OR ACCOUNTS. WHILE EA USES COMMERCIALLY REASONABLE MEANS TO PROTECT YOUR PERSONAL INFORMATION, EA AND ITS LICENSORS ASSUME NO LIABILITY FOR LOSS OF DATA, DAMAGE CAUSED TO YOUR SOFTWARE OR HARDWARE, AND ANY OTHER LOSS OR DAMAGE SUFFERED BY YOU OR ANY THIRD PARTY, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL AND HOWEVER ARISING, AS A RESULT OF ACCESSING OR USING ANY EA SERVICE, CONTENT, EA SOFTWARE TO YOUR COMPUTER. AND/OR DEVICE.

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, EA'S, EA'S LICENSORS' AND EA AFFILIATES' LIABILITY SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW. SUBJECT TO ANY STATUTORY CONSUMER RIGHTS APPLICABLE IN YOUR TERRITORY, EA DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY THIRD PARTY PRODUCT OR SERVICE OFFERED THROUGH EA AND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. SEE HERE FOR MORE INFORMATION ON STATUTORY WARRANTY AND OTHER STATUTORY CONSUMER RIGHTS APPLICABLE IN YOUR TERRITORY. FOR INFORMATION ABOUT CONSUMER RIGHTS AVAILABLE TO AUSTRALIAN CONSUMERS, GO TO http://help.ea.com/au/article/origin-au-returns-and-cancellations/.

17. Indemnification

Upon EA's and/or its licensors' request, you agree to defend, indemnify and hold harmless EA, its licensors and EA Affiliates, contractors, vendors, and content providers from all liabilities, claims and expenses, including attorneys' fees, that arise from or relate to a breach of these Terms of Service for which you are responsible or in connection with your distribution of any Content on or through EA Services. Without limiting the generality of the foregoing, you agree to indemnify and hold EA and its licensors harmless for any improper or illegal use of your Account, including the illegal or improper use of your Account by someone to whom you have given permission to use your Account. You agree that you will be personally responsible for your use of EA Services

and for all of your communication and activity on EA Services, including any Content you contribute, and that you will indemnify and hold harmless EA, EA's licensors and EA Affiliates from any liability or damages arising from your conduct on EA Services, including any Content that you contribute.

EA and its licensors reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In that event, you shall have no further obligation to provide indemnification to EA and/or its licensors in that matter. This Section shall survive termination of this Terms of Service.

18. Links to Third-Party Sites

EA Services may include hyperlinks to web sites operated by third parties including advertisers and other content providers. Those sites may collect data or solicit personal information from you. EA does not control such web sites, and is not responsible for their content, privacy policies, or for the collection, use or disclosure of any information those sites may collect.

19. General Terms

- A. Remedies. You agree that this Terms of Service is not intended to confer and does not confer any rights or remedies upon any person other than the parties to this Terms of Service. You also understand and agree that this Terms of Service, the EA Privacy and Cookie Policy and all Terms incorporated into this Terms of Service, including EA's enforcement of those policies, are not intended to confer, and do not confer, any rights or remedies upon any person.
- B. Severability. If any part of this Terms of Service is held invalid or unenforceable, that portion shall be interpreted in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of EA, and the remaining portions shall remain in full force and effect.
- C. Waiver. The failure of EA to exercise or enforce any right or provision of this Terms of Service will not constitute waiver of such right or provision. Any waiver of any provision of this Terms of Service will be effective only if in a writing signed by EA.
- D. Governing Law. If you reside in a Member State of the European Union: (i) the laws of England, excluding its conflicts-of-law rules, govern this Terms of Service and your Account(s); and (ii) you expressly agree that exclusive jurisdiction for any claim or dispute with EA or relating in any way to your Account(s) or your use of EA Services resides in the Courts of England and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of England in connection with any such dispute including any claim involving EA or its affiliates, employees, contractors, officers, directors, vendors and content providers. If you reside in the Republic of Korea: (i) the laws of the Republic of Korea, excluding its conflict of law rules, govern the Terms of Sale; and (ii) you expressly agree that exclusive jurisdiction for any claim or action arising out of or relating Terms of Sale shall be the Courts of the Republic of Korea, and you expressly consent to the exercise of personal jurisdiction of such courts. If you reside elsewhere: (i) the laws of the State of California, excluding its conflicts-of-law rules, govern this Terms of Service and your Account(s); and (ii) to the extent applicable pursuant to Section 20, below, you expressly agree that exclusive jurisdiction for any claim or dispute with EA, arising out of or relating in any way to your Account(s) or your use of EA Services resides in the federal and state courts within the jurisdiction of the United States District Court for the Northern District of California, and you further agree and expressly consent (to the extent applicable pursuant to Section 20, below), to the exercise of personal jurisdiction in such courts in connection with any such dispute not precluded by Section 20 below including any claim involving EA or EA Affiliates, subsidiaries, contractors, vendors and content providers. As noted above, your conduct may also be subject to other local, state, national, and international laws.

20. Dispute Resolution By Binding Arbitration

The purpose of this Section is to provide a streamlined method for resolution of disputes between us if they arise. As discussed below in Section 20.e, if we cannot resolve our disputes informally and you are awarded a sum at arbitration greater than EA's last settlement offer to you (if any), EA will pay you 150% of your arbitration award, up to \$5000 over and above your arbitration award.

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

Most customer concerns can be resolved quickly and to your satisfaction by logging into our customer support interface with your EA Account at help.ea.com, support.popcap.com (for PopCap products) or swtor.com/support (for Star WarsTM: The Old Republic). In the unlikely event that EA cannot resolve a concern to your satisfaction (or if EA cannot resolve a concern it has with you after attempting to do so informally), then you and EA agree to be bound by the following procedure to resolve any and all disputes between us. This provision applies to all consumers to the fullest extent allowable by law, but expressly excludes residents of Quebec, Russia, Switzerland, the Member States of the European Union, and the Republic of Korea. By accepting these terms, you and EA expressly waive the right to a trial by jury or to participate in a class action. This agreement is intended to be interpreted broadly. The arbitrator, and not any local, state or federal court, has the exclusive authority to resolve any and all disputes arising between us, including any dispute relating to the interpretation, scope, enforceability, or formation of this agreement to arbitrate, including but not limited to any claim that all or any part of this agreement to arbitrate is unenforceable. This Section covers any and all disputes between us ("Disputes"), including without limitation:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this Agreement or any prior agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

The only disputes that are not covered by this Section are the following:

- a claim to enforce or protect, or concerning the validity of, any of your or EA's (or any of EA's licensors') intellectual property rights;
- a claim related to, or arising from, allegations of theft, piracy, or unauthorized use of intellectual property;
- if you reside in Australia: a claim to enforce any statutory consumer rights to which you are entitled under the Australian Consumer Law; and
- in addition, nothing in this Section shall prevent either party from initiating a small claims court action.

References to "EA," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Software under this or prior Agreements between us. This agreement to arbitrate evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This agreement to arbitrate provision shall survive termination of these Terms of Service.

A. Informal Negotiations/Notice of Dispute. You and EA agree to first attempt to negotiate any Dispute informally for at least 30 days before initiating arbitration. Such informal negotiations commence upon receipt of written notice from one person to the other ("Notice of Dispute"). Notices of Dispute must: (a) include the full name and contact information of the complaining party; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought ("Demand"). EA will send its Notice of Dispute to your billing address (if you provided it to us) or to the email address you provided to us. You will send your Notice of Dispute to: Electronic Arts Inc., 209 Redwood Shores Parkway, Redwood City CA 94065, ATTENTION:

Legal Department.

- B. Binding Arbitration. If you and EA are unable to resolve a Dispute through informal negotiations within 30 days after receipt of the Notice of Dispute, either you or EA may elect to have the Dispute finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. YOU UNDERSTAND THAT BY THIS PROVISION, YOU AND EA ARE FOREGOING THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be administered by the American Arbitration Association ("AAA) under its Commercial Arbitration Rules and, where appropriate, its Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website www.adr.org. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, or if you send EA a notice to the Notice of Dispute address above indicating that you are unable to pay the fees required to initiate an arbitration, then EA will promptly pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, and shall provide a statement of reasons if requested by either party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. You and EA may litigate in court to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.
- C. Restrictions. You and EA agree that any arbitration shall be limited to the Dispute between EA and you individually, regardless whether the relief sought is monetary or injunctive relief, and any relief awarded in arbitration shall be applicable only to you in your individual capacity. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) no Dispute shall be arbitrated on a class basis or utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or on behalf of any person other than yourself. YOU AND EA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and EA agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this agreement to arbitrate shall be null and void.
- **D.** Location. If you are a resident of the United States, arbitration will take place at any reasonable location convenient for you. For residents outside the United States, arbitration shall be initiated in the County of San Mateo, State of California, United States of America, and you and EA agree to submit to the personal jurisdiction of that court, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.
- E. Recovery and Attorneys' Fees. If the arbitrator rules in your favor on the merits of any claim you bring against EA and issues you an award that is greater in monetary value than EA's last written settlement offer made before written submissions are made to the arbitrator, then EA will:
 - Pay you 150% of your arbitration award, up to \$5,000 over and above your arbitration award; and Reimburse all of the filing, administration, and arbitrator fees that you paid to the AAA. Each party will be responsible for its own attorneys' fees and related expenses (including expert witness fees and costs), but the arbitrator will have authority to award attorneys' fees and expenses if such an award is available under applicable law. EA waives any right it may have to seek an award of attorneys' fees and expenses in connection with any arbitration between us.
- F. Limitation on Arbitrator's Authority. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

G. Changes to This Provision. EA will not enforce material changes to this agreement to arbitrate against account holders absent express agreement to the changed terms.

21. Entire Agreement

The Terms of Service (including the EA Privacy and Cookie Policy and other Supplemental Terms incorporated by reference into this document) and any posted rules or instructions regarding a particular game, activity, contest, or sweepstakes constitute the entire agreement between you and EA relating to your rights and obligations in the use of EA Services. If there is any conflict between the Terms of Service and any other rules or instructions posted on an EA Service, EA shall resolve the conflict in its sole discretion.

22. Notice to California Residents

Pursuant to Cal. Civil Code § 1789.3, please note that (a) EA is located at 209 Redwood Shores Parkway, Redwood City, CA 94065, (b) The fees and charges for EA Services vary depending on the services selected by you, and (c) If you have a complaint regarding EA Services or desire further information on use of EA Services, visit EA's Customer Support web pages at help.ea.com, support.popcap.com (for PopCap products) or swtor.com/support (for Star WarsTM: The Old Republic). For complaints, you may also contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 400 "R" Street, Sacramento, CA 95814 or by telephone at (916) 445-1254 or (800) 952-5210.

Bookmark terms.ea.com and visit this site regularly for updates to EA Terms of Service.

23. Supplemental Terms

Additional Terms and Conditions for Specific EA Services

Certain EA Services may require you to read and agree to terms and conditions that are specific to that EA Service. Your right to use that EA Service is subject to those specific terms and this Terms of Service. If there are any inconsistencies between the specific terms and these terms, EA will be the final and sole arbiter of any such inconsistencies.

Nintendo Network Services User Agreement and Privacy Policy

The Nintendo Network Services User Agreement and Privacy Policy continue to apply in their entirety and govern your conduct while accessing EA Services through the Wii U console. To the extent that the Nintendo Network Services User Agreement conflicts with the EA Terms of Service, the Nintendo Network Services User Agreement is controlling. EA remains solely responsible for the operation and content of the EA Services.

The Xbox Live® Terms of Use

The Xbox Live® Terms of Use continue to apply in their entirety and govern your conduct while accessing EA Services through Xbox Live®. To the extent that Xbox Live® Terms of Use conflict with the EA Terms of Service, the Xbox Live® Terms of Use control. EA is solely responsible for the operation and content of EA Services. Microsoft may collect and use information about you and your use of Xbox Live® while accessing EA Services through Xbox Live®. Microsoft's use and collection of such information is governed by the Xbox Live® Privacy Statement (available at xbox.com or by calling 1-800-4MY-XBOX). BY ACCESSING EA SERVICES THROUGH Xbox Live® YOU HEREBY AGREE THAT MICROSOFT SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND THAT YOU MAY SUFFER WHILE ACCESSING EA SERVICES THROUGH THE Xbox Live® SERVICE, AND YOU HEREBY WAIVE ANY AND ALL CAUSES OF ACTION AND CLAIMS THAT YOU MIGHT BE ABLE TO ASSERT AGAINST MICROSOFT ARISING OUT SUCH DAMAGES OR YOUR USE OF EA SERVICES. EA is solely responsible for providing all customer support and billing for services obtained through EA Services.

EA Online Service for the PlayStation®2 computer entertainment system

- Statement by Sony Computer Entertainment (North America)
"DNAS"

This Software uses "DNAS" (Dynamic Network Authentication System), a proprietary authentication system created by Sony Computer Entertainment Inc. ("SCEI"). "DNAS" retrieves information about a user's hardware and software for authentication, copy protection, account blocking, system, rules, or game management and other purposes. The information collected does not identify the user personally and will not be shared with any non-SCE company. A PUBLISHER CAN COMBINE THIS INFORMATION WITH PERSONALLY IDENTIFYING INFORMATION FROM THE PUBLISHER'S RECORDS IF THE USER PROVIDES THE PERSONALLY IDENTIFYING INFORMATION. BEFORE PROVIDING ANY PERSONAL INFORMATION TO A PUBLISHER, PLEASE BE SURE TO REVIEW THE PUBLISHER'S PRIVACY POLICY AND TERMS AND CONDITIONS OF USE. DO NOT PROVIDE PERSONALLY IDENTIFYING INFORMATION TO A PUBLISHER UNLESS YOU ACCEPT THE CONDITIONS OF USE AND TERMS OF THEIR PRIVACY POLICY. SCEI, Sony Computer Entertainment America ("SCEA") and their affiliates cannot guarantee the continuous operation of the "DNAS" servers. SCEA shall not be liable for any delay or failure of the "DNAS" servers to perform. If you receive a message during login identifying a "DNAS" authentication error, please contact SCEA Consumer Services at 1-866-466-5333. For additional information concerning "DNAS", visit www.us.playstation.com/DNAS. In the event of a system's incompatibility or inoperability with DNAS, the sole liability of SCEI, SCEA and their affiliates shall be limited to the repair or replacement of the user's affected game software, system or peripherals at the option of SCEA. SCEA, its parents, affiliates, or licensed Publishers shall not be liable for any delays, system failures, authentication failures, or system outages, which may, from time to time, affect online game play or access thereto.

- Statement by Sony Computer Entertainment (Europe)

This Software uses "DNAS" (Dynamic Network Authentication System), a proprietary authentication system created by Sony Computer Entertainment Inc. ("SCEI"). "DNAS" retrieves information about a user's hardware and software for authentication, copy protection, account blocking, system, rules, or game management and other purposes. SCEI, Sony Computer Entertainment Europe ("SCEE") and their affiliates cannot guarantee the continuous operation of the "DNAS" servers. SCEE shall not be liable for any delay or failure of the "DNAS" servers to perform. If you receive a message during login identifying a "DNAS" authentication error, please contact your local PlayStation Customer Care line on the number provided in the software manual. For additional information concerning "DNAS", refer to PlayStation.com. In the event of a systems incompatibility or inoperability with DNAS, the sole liability of SCEI, SCEE and their affiliates shall be limited to the repair or replacement of the user's affected, game software, system or peripherals at the option of SCEE. SCEE, its parents, affiliates, or licensed Publishers shall not be liable for any delays, system failures, authentication failures, or system outages, which may, from time to time, affect online game play or access thereto.

- Statement by Sony Computer Entertainment (Japan) for Privacy Policy & Network
This Software uses Network Authentication System. Network Authentication System retrieves information
about a user's hardware and software for authentication, copy protection, account blocking, system, rules, or
game management and other purposes. The information collected does not identify the user personally.
Electronic Arts can combine this information with personally identifying information from Electronic Arts'
records if you provide the personally identifying information. Before providing any personal information to
Electronic Arts, please be sure to review Electronic Arts' privacy policy and terms and conditions of use. Do not
provide personally identifying information to Electronic Arts unless you accept the conditions of use and terms
of their privacy policy.

EA Online Service for the PlayStation®3 and PlayStation®4 computer entertainment systems
The "PlayStation Network" Terms of Service continue to apply in their entirety and govern your conduct while accessing EA Online through the "PlayStation Network". Any conflict between the EA Terms of Service and the "PlayStation Network" Terms of Service and User Agreement shall be resolved in favor of the "PlayStation Network" Terms of Service and User Agreement.

PlayStation®Store Purchases in Europe

Any content purchased in an in-game store will be purchased from Sony Network Entertainment Europe Limited

("SNEE") and be subject to "PlayStation Network" Terms of Service and User Agreement which is available on the PlayStation®Store. Please check usage rights for each purchase as these may differ from item to item. Unless otherwise shown, content available in any in-game store has the same age rating as the game.

PlayStation®Store Purchases in USA and Canada

Purchase and use of items are subject to the "PlayStation Network" Terms of Service and User Agreement. This online service has been sublicensed to you by Sony Computer Entertainment America.

Adobe® Products

Adobe® Flash® Player. Copyright © 1996 - 2012. Adobe Systems Incorporated. All Rights Reserved. Patents pending in the United States and other countries. Adobe and Flash are either trademarks or registered trademarks in the United States and/or other countries.

Adobe® Shockwave® Player. Copyright © 1996 - 2012. Adobe Systems Incorporated. All Rights Reserved. Adobe and Shockwave are either trademarks or registered trademarks in the United States and/or other countries.

Adobe® AIR™. Copyright © 2007 - 2012. Adobe Systems Incorporated. All Rights Reserved. Adobe and Adobe AIR are either trademarks or registered trademarks in the United States and/or other countries.

Version 45372_11	1	
	Current User Agreement: Last Updated: March 2, 2017	· · · · · · · · · · · · · · · · · · ·

ELECTRONIC ARTS USER AGREEMENT

Last Updated: October 28, 2016

EXHIBIT 10
Witness:
N. CHANNON
Date: 7-26-17

Susan Magee CSR No. 11661

Welcome to EA. This Agreement governs your access and use of software products, such as game software contained on disc or downloaded, offered by EA and its subsidiaries ("EA") and related updates, upgrades and features as well as online and mobile services, features, content and websites offered by EA (collectively "EA Services"). This Agreement is between you and the EA entity listed in Section 14 below.

BY USING EA SERVICES, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE EA SERVICES. FOR RESIDENTS OF CERTAIN COUNTRIES, YOU AGREE TO THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER DESCRIBED IN SECTION 15 TO RESOLVE ANY DISPUTES WITH EA.

TABLE OF CONTENTS

- 1. EA Account
- 2. License
- 3. Content and Entitlements
- 4. Availability of EA Services and Updates
- 5. Your UGC
- 6. Rules of Conduct
- 7. PC Products
- 8. Termination
- 9. Consent to Use Data
- 10. Other Software, Utilities and Tools
- 11. Third Parties
- 12. Disclaimer of Warranties; Limitation of Liability
- 13. General Terms
- 14. Changes to this Agreement
- 15. Dispute Resolution by Binding Arbitration
- 16. Supplemental Terms for PlayStation®

1. EA Account

You need an EA Account to access and use many EA Services, including to play online.

To create an EA Account, you must have a valid email address, and provide truthful and accurate information. You must be eligible to use the EA Service for which you are registering and must be resident of a country where use of EA Services is permitted.

You must be at least 13 years of age (or such other minimum age as is applicable in your country of residence) to create an EA Account. If you are aged between the relevant minimum age and 18 (or the age of majority where you live), you and your parent or guardian must review this Agreement together. Parents and guardians are responsible for the acts of children under 18 years of age when using EA Services. EA recommends that parents and guardians familiarize themselves with parental controls on devices they provide their child.

You are responsible for the activity on your EA Account. Your EA Account may be suspended or terminated if someone else uses it to engage in activity that violates this Agreement.

You may cancel your EA Account at any time. You also may cancel a subscription to a particular EA Service at any time. Contact EA's Customer Service Department at help.ea.com to cancel your EA Account. To complete your request, EA may collect fees or costs incurred, if allowed by law, and any amounts owed to third-party vendors or content providers.

2. License

The EA Services are licensed to you, not sold. EA grants you a personal, limited, non-transferable, revocable and non-exclusive license to use the EA Services to which you have access for your non-commercial use, subject to your compliance with this Agreement. You may not access, copy, modify or distribute any EA Service, Content or Entitlements (as those terms are defined below), unless expressly authorized by EA or permitted by law. You may not reverse engineer or attempt to extract or otherwise use source code or other data from EA Services, unless expressly authorized by EA or permitted by law. EA or its licensors own and reserve all other rights, including all right, title and interest in the EA Services and associated intellectual property rights.

3. Content and Entitlements

The EA Services include Content and Entitlements. Content is the software, technology, text, forum posts, chat posts, profiles, widgets, messages, links, emails, music, sound, graphics, pictures, video, code, and all audio visual or other material appearing on or emanating to or from EA Services, as well as the design and appearance of our websites. Content also includes user-generated Content ("UGC"). UGC includes EA Account personas, forum posts, profile content and other Content contributed by users to EA Services. All Content is either owned by EA or its licensors, or is licensed to EA and its licensors pursuant to Section 5 below.

Entitlements are rights that EA licenses to you to access or use the online or off-line elements of EA Services. Examples of Entitlements include access to digital or unlockable Content additional or enhanced functionality (including multiplayer services); subscriptions; virtual assets; unlock keys or codes, serial codes or online authentication; in-game achievements; virtual points, coins, or currencies.

We refer to these virtual points, coins or currencies as "EA Virtual Currency". When you obtain EA Virtual Currency from us or our authorized partners, you receive a personal, limited, non-assignable, non-exclusive, revocable license to access and select the Entitlements that EA expressly makes available to you.

EA Virtual Currency has no monetary value and is not currency or property. EA Virtual Currency cannot be sold, traded, transferred, or exchanged for cash; it only may be redeemed for Entitlements available for the EA Service. EA Virtual Currency is non-refundable, and you are not entitled to a refund for any unused EA Virtual Currency. Once you redeem EA Virtual Currency for an Entitlement, that Entitlement is not returnable, exchangeable, or refundable If you live in Japan, you agree to use any EA Virtual Currency within 180 days from the date of purchase.

You will provide at your own expense the equipment, Internet connection and charges required to access and use EA Services.

4. Availability of EA Services and Updates

We do not guarantee that any EA Service, Content or Entitlement will be available at all times, in all locations, or at any given time or that we will continue to offer a particular EA Service, Content or Entitlements for any particular length of time. EA does not guarantee that EA Services can be accessed on all devices, by means of a specific Internet or connection provider, or in all geographic locations.

From time to time, EA may update, change or modify an EA Service, Content or Entitlements, without notice to you. These updates and modifications may be required in order to continue to use EA Services.

EA may need to update, or reset certain parameters to balance game play and usage of EA Services. These updates or "resets" may cause you setbacks within the relevant game world and may affect characters, games, groups or other Entitlements under your control.

5. Your UGC

You are responsible for your UGC. You may not upload UGC that infringes a third party's intellectual property rights or that violates the law, this Agreement or a third party's right of privacy or right of publicity.

EA may, in its sole discretion, remove, edit or disable UGC for any reason, including if EA reasonably determines that UGC violates this Agreement. EA does not assume any responsibility or liability for UGC, for removing it, or not removing it or other Content. EA does not pre-screen all UGC and does not endorse or approve any UGC available on EA Services.

When you contribute UGC, you grant to EA and its licensors a non-exclusive, perpetual, transferable, worldwide, sublicensable license to use, host, store, reproduce, modify, create derivative works, publicly perform, publicly display or otherwise transmit and communicate the UGC, or any portion thereof, in any manner or form and in any medium or forum, whether now known or hereafter devised, without notice, payment or attribution of any kind to you or any third party. You also grant all other users who can access and use your UGC on an EA Service the right to use, copy, modify, display, perform, create derivative works from, and otherwise communicate and distribute your UGC on or through the relevant EA Service without further notice, attribution or compensation to you.

6. Rules of Conduct

When you access or use an EA Service, you agree that you will not:

- Violate any law, rule or regulation.
- Interfere with or disrupt any EA Service or any server or network used to support or provide an EA Service, including any hacking or cracking into an EA Service.
- Use any software or program that damages, interferes with or disrupts an EA Service or another's computer or property, such as denial of service attacks, spamming, hacking, or uploading computer viruses, worms, Trojan horses, cancelbots, spyware, corrupted files and time bombs.
- Interfere with or disrupt another player's use of an EA Service. This includes disrupting the normal flow
 of game play, chat or dialogue within an EA Service by, for example, using vulgar or harassing language,
 being abusive, excessive shouting (all caps), spamming, flooding or hitting the return key repeatedly.
- Harass, threaten, bully, embarrass, spam or do anything else to another player that is unwanted, such as repeatedly sending unwanted messages or making personal attacks or statements about race, sexual orientation, religion, heritage, etc. Hate speech is not tolerated.
- Contribute UGC or organize or participate in any activity, group or guild that is inappropriate, abusive, harassing, profane, threatening, hateful, offensive, vulgar, obscene, sexually explicit, defamatory, infringing, invades another's privacy, or is otherwise reasonably objectionable.
- Publish, post, upload or distribute UGC that is illegal or that you don't have permission to freely distribute.
- Publish, post, upload or distribute any inappropriate, abusive, hateful, harassing, profane, defamatory, threatening, hateful, obscene, sexually explicit, infringing, invades another's privacy, vulgar, offensive,

indecent or unlawful topic, name, material or information. This includes your screen names and personas.

- Post a message for any purpose other than personal communication. Prohibited messages include advertising, spam, chain letters, pyramid schemes and other types of solicitation or commercial activities.
- Impersonate another person or falsely imply that you are an EA employee or representative.
- Improperly use in-game support or complaint buttons or make false reports to EA staff.
- Attempt to obtain, or phish for, a password, account information, or other private information from anyone else on EA Services.
- Use any robot, spider or other automated device or process to access this website for any purpose or copy any material on this website.
- Use or distribute unauthorized software programs or tools, such as "auto" software programs, "macro" software programs, "cheat utility" software program or applications, exploits, cheats, or any other game hacking, altering or cheating software or tool.
- Modify any file or any other part of the EA Service that EA does not specifically authorize you to modify.
- Use exploits, cheats, undocumented features, design errors or problems in an EA Service.
- Use or distribute counterfeit software or EA Content, including EA Virtual Currency.
- Attempt to use an EA Service on or through any service that is not controlled or authorized by EA.
- Sell, buy, trade or otherwise transfer your EA Account, any personal access to EA Services, or any EA Content associated with your EA Account, including EA Virtual Currency and other Entitlements, either within an EA Service or on a third party website, unless expressly authorized by EA.
- Use an EA Service in a country in which EA is prohibited from offering such services under applicable export control laws.
- If an EA Service requires you to create a "user name" or a "persona" to represent you in game and online, you should not use your real name and may not use a user name or persona that is used by someone else or that EA determines is vulgar or offensive or violates someone else's rights.
- Promote, encourage or take part in any prohibited activity described above.

If you or someone using your EA Account violates these rules, EA may take action against you, including revoking access to certain or all EA Services, Content or Entitlements, or terminating your EA Account. When practical, EA will notify you of the action it will take in response to violations of these rules or breach of this Agreement.

Specific EA Services may post additional rules that apply to your conduct on those services.

If you encounter another user who is violating any of these rules, please report this activity to EA using the "Help" or "Report Abuse" functions in the relevant EA Service, if available, or contact Customer Support at help.ea.com.

EA may, in its discretion, monitor or record online activity or Content on EA Services and may remove any Content from any EA Service at its discretion. Remember that your communications and your UGC in an EA Service are public and will be seen by others.

Your use of EA Services is subject to EA's Privacy and Cookie Policy at <u>privacy.ea.com</u>, which is incorporated by reference into this Agreement.

7. PC Products

This Section applies to EA Services for play on a Personal Computer ("EA PC Products"). To access and use EA Services associated with an EA PC Product, you may first need to register with the serial code enclosed with the EA PC Product.

A. Technical and Content Protection Measures

EA utilizes certain technical or content protection measures to prevent piracy and the unauthorized copying or use of an EA PC Product. EA PC Products use Origin Online Activation and also may use Sony DADC Austria AG's Denuvo content protection technology. To see which games use Denuvo, visit http://www.ea.com/legal. An EA Account, including the acceptance of this Agreement and EA's Privacy and Cookie Policy at privacy.ea.com, installation of the Origin client application (http://www.origin.com/en-us/about), acceptance of the Origin EULA, and an Internet connection are required to authenticate the EA PC Product and verify your license upon the initial launch of the EA PC Products on any unique machine ("Authenticate" or "Authentication"). The serial code provided with this EA PC Products will be verified during Authentication. Authentication is limited to one EA Account per serial code, which means the EA PC Product is not transferable. EA may validate your license by subsequent online Authentication. There is no limit to the total number of machines on which the EA PC Products can be Authenticated, but you may launch and access the EA PC Product on no more than five unique machines in any rolling 24-hour period. If you attempt to circumvent, disable or tamper with these technical protection measures, the EA PC Product may not function properly and this License shall terminate for your material breach. Keep your serial code because you may need it to install the EA PC Service on other machines. This technology may interfere with certain applications, such as debuggers, that can be used to circumvent access-control technology.

B. Monitoring

EA utilizes certain technologies to detect and prevent cheating in connection with the use of EA PC Products. These are described below. You can visit http://www.ea.com/legal to know which technology is used with each EA PC Product.

Punkbuster. EA may use Punkbuster Anti-Cheat technology from Even Balance, Inc. You may opt to install Punkbuster during the installation of an EA PC Product. If it is installed, when you connect online to a game server using Punkbuster, Punkbuster will monitor your computer's random access memory (RAM) for Unauthorized Third Party Programs running concurrently with the EA PC Product and any modifications to the EA PC Product's files enabling or facilitating cheating. An Unauthorized Third Party Program is a third party program or file (such as a "addon", "mod", "hack", "trainer", or "cheat") that EA believes (i) enables or facilitates cheating of any type: (ii) allows users to modify or hack the game interface, environment, and /or experience in any way not expressly authorized by EA: or (iii) Intercepts, "mines", or otherwise collects information from or through the game. If you uninstall the EA PC Product, Punkbuster will remain dormant on your computer. To uninstall Punkbuster, run the executable at http://www.evenbalance.com/downloads/pbsvc/pbsvc.exe.

EA Anti-Cheat Technologies. EA may use its own anti-cheat technologies. When you connect online to a game server, these technologies will activate and monitor your game play, the game files associated with the EA PC Product and your computer's RAM. These technologies detect cheating and Unauthorized Third Party Programs running concurrently with the EA PC Product and any modifications to the EA PC Product's files enabling or facilitating cheating.

If any of these anti-cheat technologies detects cheating, we may collect relevant information, including your account name, details about an Unauthorized Third Party Program and the EA PC Product files modification detected, and the time and date it was detected. We also may terminate your License and your EA Account if we determine you have been cheating.

When you disconnect from the game server, these anti-cheat technologies will be deactivated.

C. Uninstalling

You may uninstall EA PC Products at any time within your game settings in the Origin client. Certain locally saved files may remain on your computer after uninstallation. You may manually delete these files by searching for the game title in your My Documents folder on PC or via the file finder on a Mac.

8. Termination

This Agreement is effective until terminated by you or EA. EA may terminate your access and use of any EA Services or your EA Account if EA determines that you have violated this Agreement or that there has been otherwise unlawful, improper or fraudulent use of EA Services associated with your EA Account. When practical, EA will notify you of the termination. You may lose your user name and persona as a result of an EA Account termination. If you have more than one EA Account, depending on the type of violation or misuse, EA may terminate all of your EA Accounts and all related Entitlements. If your EA Account is terminated, you will not have access to your EA Account or Entitlements and may be barred from accessing or using any EA Service again. Upon termination, your license under this Agreement also shall terminate.

Instead of termination, EA may issue you a warning, suspend your access to a particular EA Service or your EA Account, remove or revoke Entitlements at an EA Account or device level, or ban your device or machine from accessing EA Services. If EA takes any action described in this Section, you will not be entitled to a refund (subject to any statutory refund rights) and no Entitlements will be credited to you or converted to cash or other forms of reimbursement.

EA may terminate any EA Service at any time by giving at least thirty days' notice either via email (if available), within the affected EA Service, or on the service updates page of EA's website (http://www.ea.com/1/service-updates).

If you believe that any action has been taken against your Account or device in error, please contact Customer Support at <u>help.ea.com</u>.

Sections 5, 8-9, 11-15 of this Agreement survive termination of this Agreement.

9. Use of Data

When you use an EA Service, EA may collect and store data from your computer or device, including information about your computer or device and operating system (such as IP Address and device ID), information about your EA Service usage, gameplay and usage statistics, system interactions and peripheral hardware (for example, to protect your game stats, EA may place a randomly generated identification number in the keychain storage of your device. That identifier will be removed when you reset your device). If you play an EA Service offline, this data will be stored on your device and transmitted to EA when your device connects to the Internet. EA uses this information to operate its business, improve its products and services, provide services to and communicate with you (including for marketing purposes), provide software updates, dynamically served content and software support, and trouble-shoot bugs or otherwise enhance your experience. If you participate in online services, EA also may collect, use, store, transmit and publicly display statistical data regarding game play (including scores, rankings and achievements), or identify content that is created and shared by you with other players.

Your data is collected, used, stored and transmitted by EA Inc. in the United States, in accordance with EA's Privacy and Cookie Policy at privacy.ea.com.

10. Other Software, Utilities and Tools

EA Services may require or allow you to download software, software updates or patches, or other utilities and tools from EA or its licensors onto your computer, entertainment system or device. These technologies may be different across platforms, and the performance of EA Services may vary depending on your computer and other equipment. You understand that certain updates to these technologies may be required in order to continue use of an EA Services. Some of these updates may contain locked features or content that require you to pay an additional fee to access them. You consent to EA automatically installing any available updates for EA Services. Failure to install available updates may render EA Services, including EA PC Products, unplayable.

11. Third-Parties

Some EA Services may give you the option of playing on servers not owned or controlled by EA. EA does not control those services and is not responsible for your use of the EA Service on or through them. These third party services may subject you to additional or different terms and restrictions.

EA Services may include hyperlinks to third party web sites. Those sites may collect data or solicit personal information from you. EA does not control those sites and is not responsible for their content or for their collection, use or disclosure of personal information.

12. Warranties; Limitation of Liability

IF YOU LIVE IN THE EUROPEAN ECONOMIC AREA (EEA) OR SWITZERLAND, THE EA SERVICES WILL BE PROVIDED WITH REASONABLE CARE AND SKILL AND NO OTHER PROMISES OR WARRANTIES ABOUT THE EA SERVICES ARE MADE. IF YOU LIVE OUTSIDE THE EEA AND SWITZERLAND, EA SERVICES ARE LICENSED AND PROVIDED "AS IS." YOU USE THEM AT YOUR OWN RISK. TO THE FULL EXTENT PERMITTED UNDER APPLICABLE LAW, EA GIVES NO EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR PRACTICE. EA DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE PRODUCT OR EA SERVICE; THAT THE EA SERVICE WILL MEET YOUR REQUIREMENTS; THAT OPERATION OF THE EA SERVICE WILL BE UNINTERRUPTED OR FREE FROM ERRORS, BUGS, CORRUPTION, LOSS, INTERFERENCE, HACKING OR VIRUSES, OR THAT EA SERVICES WILL INTEROPERATE OR BE COMPATIBLE WITH ANY OTHER SOFTWARE. EA DOES NOT WARRANT OR GUARANTEE ANY THIRD PARTY PRODUCT OR SERVICE OFFERED VIA THE ORIGIN STORE. SEE help.ea.com/en-us/help/account/electronic-arts-warranty-policy/ FOR MORE INFORMATION ON STATUTORY WARRANTY AND OTHER STATUTORY CONSUMER RIGHTS IN YOUR TERRITORY, AND https://help.ea.com/en-us/help/account/origin-au-returns-and-cancellations/ FOR RIGHTS AVAILABLE TO AUSTRALIAN CONSUMERS.

IF YOU LIVE IN THE EEA OR SWITZERLAND, EA AND ITS EMPLOYEES, LICENSORS AND BUSINESS PARTNERS WILL NOT BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES ARISING FROM YOUR ACTIONS OR BREACH OF THIS AGREEMENT, OR WHICH ARISE AS A RESULT OF A THIRD PARTY'S (OR ANY OTHER) ACTS OR OMISSIONS BEYOND OUR CONTROL. IF YOU LIVE OUTSIDE THE EEA AND SWITZERLAND, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, EA AND ITS EMPLOYEES, LICENSORS AND BUSINESS PARTNERS SHALL NOT BE LIABLE TO YOU FOR ANY LOSSES THAT WERE NOT CAUSED BY EA'S BREACH OF THIS AGREEMENT, OR INDIRECT, INCIDENTIAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES. THE TYPES OF EXCLUDED DAMAGES INCLUDE, FOR EXAMPLE, FINANCIAL LOSS (SUCH AS LOSS INCOME OR PROFITS), COST OF SUBSTITUTE GOODS OR SERVICES, BUSINESS INTERRUPTION OR STOPPAGE, LOSS OF DATA, LOSS OF GOODWILL, AND COMPUTER FAILURE OR MALFUNCTION. THIS LIMITATION APPLIES TO ANY CLAIM ARISING OUT OF OR RELATED TO THIS LICENSE OR EA SERVICE, WHETHER BASED IN CONTRACT, TORT, STATUTE, STRICT LIABILITY OR OTHERWISE. IT ALSO APPLIES EVEN IF EA KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGE. YOU MAY RECOVER ONLY DIRECT DAMAGES IN ANY AMOUNT NO GREATER THAN WHAT YOU ACTUALLY PAID FOR THE APPLICABLE EA SERVICE. EA DOES NOT LIMIT ITS LIABILITY FOR FRAUD, GROSS NEGLIGENCE, WILFUL

MISCONDUCT, OR FOR DEATH OR PERSONAL INJURY. SOME JURISDICTIONS DO NOT ALLOW THE ABOVE EXCLUSIONS AND LIMITATIONS, SO SOME OR ALL OF THEM MAY NOT APPLY TO YOU.

If you purchased a physical copy of an EA Service from a physical retail store in the United States and you do not agree to the terms of this Agreement and have not installed or used the EA Service, you may return it for a refund or exchange within thirty (30) days from the date of purchase to the original place of purchase by following the instructions for return available at http://warrantyinfo.ea.com.

13. General Terms

A. Entire Agreement

This Agreement, together with any other EA terms that govern your use of EA Services, constitutes the entire agreement between you and EA. The Agreement may not be amended or modified unless made in writing and signed by EA. The failure of EA to exercise any right under this Agreement shall not constitute a waiver of the right or any other right. If any part of this Agreement is held to be unenforceable, all other parts of this Agreement shall continue in full force and effect.

B. Governing Law

If you live in the EEA, Switzerland, Brazil, Mexico or Russia, (i) this Agreement is between you and EA Swiss Sàrl, a company registered in the Geneva Companies Registry with company registration number: CH-660-2328005-8 and with offices at 8 Place du Molard, 1204 Geneva, Switzerland; (ii) the laws of your country of residence govern this Agreement and your use of EA Services; and (iii) you expressly agree that exclusive jurisdiction for any claim or action arising out of or relating to this Agreement, an EA Services shall be the courts of your country of residence.

If you live in the Republic of Korea, (i) this Agreement is between you and EA Swiss Sàrl, a company registered in the Geneva Companies Registry with company registration number: CH-660-2328005-8 and with offices at 8 Place du Molard, 1204 Geneva, Switzerland; (ii) the laws of Korea, excluding its conflicts-of-law rules, govern this Agreement and your use of EA Services; and (iii) you expressly agree that exclusive jurisdiction for any claim or action arising out of or relating to this Agreement, an EA Services shall be the courts of Korea.

If you live in the United States, Canada or Japan, (i) this Agreement is between you and Electronic Arts Inc., 209 Redwood Shores Parkway, Redwood City, CA 94065, USA; (ii) the laws of the State of California, excluding its conflicts-of-law rules, govern this Agreement and your use of EA Services; and (iii) you expressly agree that for claims and disputes not subject to the arbitration agreement below, exclusive jurisdiction for any claim or action arising out of or relating to this Agreement or EA Services shall be the federal or state courts that govern San Mateo County, California, and you expressly consent to the exercise of personal jurisdiction of such courts.

If you in live in any other country, (i) this Agreement is between you and EA Swiss Sàrl, a company registered in the Geneva Companies Registry with company registration number: CH-660-2328005-8 and with offices at 8 Place du Molard, 1204 Geneva, Switzerland; (ii) the laws of the State of California, excluding its conflicts-of-law rules, govern this Agreement and your use of EA Services; and (iii) you expressly agree that for claims and disputes not subject to the arbitration agreement below, exclusive jurisdiction for any claim or action arising out of or relating to this Agreement, an EA Services shall be the federal or state courts that govern San Mateo County, California, and you expressly consent to the exercise of personal jurisdiction of such courts.

The UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to this Agreement or to any dispute arising out of or relating to this Agreement.

C. Export

You agree to follow U.S. and other export control laws and agree not to transfer an EA Service to a foreign national, or national destination, that is prohibited by such laws. You also acknowledge you are not a person with whom EA is prohibited from doing business under these export control laws.

14. Changes to this Agreement

EA may modify this Agreement from time to time, so please review it frequently. For EA players who accepted a version of this Agreement prior to modification, the revisions will become effective 30 days after posting at terms.ea.com. Your continued use of EA Services means you accept the changes. Once you accept a version of the Agreement, we will not enforce future material changes without your express agreement to them. If you are asked to accept material changes to this Agreement and you decline to do so, you may not be able to continue to use the EA Service provided.

15. Dispute Resolutions by Binding Arbitration

THIS SECTION APPLIES TO ALL CONSUMERS AND PEOPLE WHO ACCEPTED THE TERMS OF THIS AGREEMENT. IT EXCLUDES RESIDENTS OF QUEBEC, RUSSIA, SWITZERLAND, BRAZIL, MEXICO, THE MEMBER STATES OF THE EEA, AND THE REPUBLIC OF KOREA. BY ACCEPTING THE TERMS OF THIS AGREEMENT, YOU AND EA EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

This Section offers a streamlined way to resolve disputes between us if they arise. Most of your concerns can be resolved quickly and satisfactorily by logging into the EA customer support interface with your Account at help.ea.com. If EA cannot resolve your concern, you and EA agree to be bound by the procedure set forth in this Section to resolve any and all disputes between us.

This Section is an agreement between you and EA, and applies to our respective agents, employees, subsidiaries, predecessors, successors, beneficiaries and assigns. This agreement to arbitrate evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Section. This Section shall be interpreted broadly and shall survive termination of this Agreement.

A. Claims Covered by Arbitration

All disputes, claims or controversies arising out of or relating to this Agreement, any EA Service and its marketing, or the relationship between you and EA ("Disputes") shall be determined exclusively by binding arbitration. This includes claims that accrued before you entered into this Agreement. The only Disputes not covered by this Section are claims (i) regarding the infringement, protection or validity of your, EA's or EA's licensors' trade secrets or copyright, trademark or patent rights; (ii) if you reside in Australia, to enforce a statutory consumer right under Australia consumer law; and (iii) brought in small claims court.

B. Informal Negotiations

You and EA shall first attempt to resolve any Dispute informally for at least 30 days before initiating arbitration. The informal negotiations commence upon receipt of written notice from one person to the other ("Notice of Dispute"). The Notice of Dispute must: (a) include the full name and contact information of the complaining party; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought. EA will send its Notice of Dispute to your billing or email address. You will send your Notice of Dispute to: Electronic Arts Inc., 209 Redwood Shores Parkway, Redwood City CA 94065, ATTENTION: Legal Department.

C. Binding Arbitration

If you and EA cannot resolve a Dispute informally, you or EA may elect to have the Dispute finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. The arbitration shall be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website www.adr.org. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, or if you send EA a notice to the Notice of Dispute address above indicating that you are unable to pay the fees required to initiate an arbitration, EA will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator shall make a decision in writing, and shall provide a statement of reasons if requested by either party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. You and EA may litigate in court to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

D. Limitations

YOU AND EA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. The arbitrator shall not consolidate another person's claims with your claims, and shall not preside over any type of representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If this specific subsection is found to be unenforceable, then the entirety of this agreement to arbitrate shall be null and void.

E. Location

If you live in the United States, arbitration will take place at any reasonable location convenient for you. For residents outside the United States, arbitration shall be initiated in the County of San Mateo, State of California, United States of America, and you and EA agree to submit to the personal jurisdiction of that court, in order to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

F. Recovery

If the arbitrator rules in your favor on the merits of any claim you bring against EA and issues you an award that is greater in monetary value than EA's last written settlement offer made before EA makes its final written submissions to the arbitrator, then EA will:

- 1. Pay you 150% of your arbitration award, up to \$5,000 over and above your arbitration award; and
- 2. Reimburse the arbitration fees that you paid to the AAA.

G. Changes to this Arbitration Agreement

EA will not enforce material changes to this agreement to arbitrate, unless you expressly agree to the changes.

16. Supplemental Terms for PlayStation®

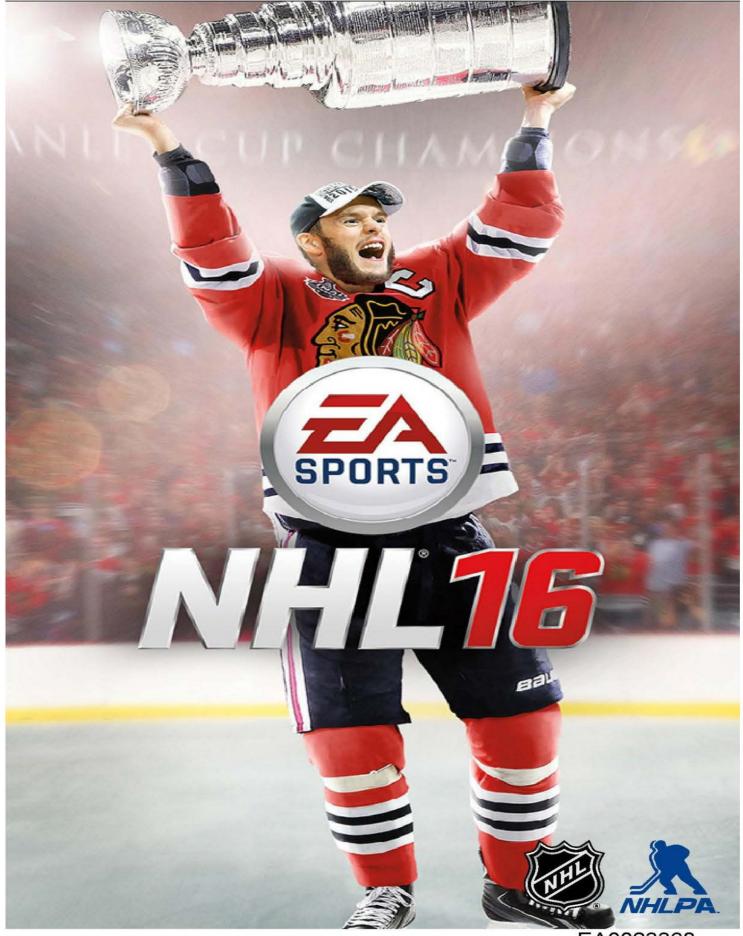
A. PlayStation®Store Purchases in North America

Purchase and use of items are subject to the Network Terms of Service and User Agreement. This online service has been sublicensed to you by Sony Interactive Entertainment America.

B. PlayStation®Store Purchases in Europe

Any content purchased in an in-game store will be purchased from Sony Interactive Entertainment Network Europe Limited ("SIENE") and be subject to PlayStation™Network Terms of Service and User Agreement which is available on the PlayStation®Store. Please check usage rights for each purchase as these may differ from item to item. Unless otherwise shown, content available in any in-game store has the same age rating as the game.

Current User Agreement: Last Updated: March 2, 2017



EA0023368

CONTENTS

GETTING STARTED2	PLAYING A GAME 1	3
GETTING ONTO THE ICE 3	GAME MODES 1	5
COMPLETE CONTROLS 4	NEED HELP? 1	9
NEW TO NHI ® 16		



See important health and safety warnings in the system Settings menu.

GETTING STARTED

PLAYSTATION®4 SYSTEM

Starting a game: Before use, carefully read the instructions supplied with the PS4™ computer entertainment system. The documentation contains information on setting up and using your system as well as important safety information.

Touch the (power) button of the PS4™ system to turn the system on. The power indicator blinks in blue, and then lights up in white. Insert the NHL® 16 disc with the label facing up into the disc slot. The game appears in the content area of the home screen. Select the software title in the PS4™ system's home screen, and then press the ⊗ button. Refer to this manual for information on using the software.

Quitting a game: Press and hold the

button, and then select [Close Application] on the screen that is displayed.

Returning to the home screen from a game: To return to the home screen without quitting a game, press the

button. To resume playing the game select it from the content area.

Removing a disc: Touch the (eject) button after quitting the game.



Trophies: Earn, compare and share trophies that you earn by making specific in-game accomplishments. Trophies access requires a Sony Entertainment Network account.

GETTING ONTO THE ICE

Get ready to experience the energy of real-world NHL hockey in NHL® 16! The first time you launch the game, you'll have three gameplay styles to choose from:

Easy Learn the ropes on Rookie difficulty with Control

Hints and On-Ice visualizations tailored for new

users. Most rules are disabled.

Standard Control Hints adapt to teach you new

moves on the ice, playing on Pro difficulty. This mode is great for seasoned players who

want a realistic hockey experience.

Custom Customize your NHL 16 gameplay for the

balance that's right for you. Choose

your controller set-up, difficulty level, game

style, and On-Ice Trainer settings.

NOTE: You can adjust gameplay settings at any time from the main menu just go to CUSTOMIZE > SETTINGS. There, choose a new difficulty in Gameplay Settings or a different control scheme in Controls.

Once you've made your choice, the game takes you straight onto the ice to play a practice game that teaches you the basics. Command prompts appear onscreen to make moves like passing and shooting the puck.

If you wish to quit the practice game, press the **OPTIONS** button to access the game's pause menu and then select QUIT. After your first game, you'll be prompted to choose your favorite team before landing at the *NHL 16* main menu.

Now you're ready to hit the ice.

COMPLETE CONTROLS

HYBRID (BUTTONS)

This is one of the simplest control schemes that uses simple button presses to command the action on the ice. It's great for beginners.

OFFENSE

Skate/Shot & Pass Aim	left stick
Pass	⊗ button
Slap shot	● button
Wrist shot	button
Cancel shot	L2 button (hold)

DEFENSE

Switch player	⊗ button
Poke check	button
Body check	⊘ button
Dive/Block	L1 button + L2 button
Start fight	L1 button
Boardplay	L1 button (hold)

FIGHTING

Grab	L2 button (hold)
Fake grab	L2 button
Overhand punch	right stick 1
Uppercut	right stick ♣
Push	left stick 1
Pull	left stick ♣
Block/Lean back	R2 button (hold)
Dodge	R2 button

GOALIE

Pull/Replace goalie	L2 button + touch pad button
Manual goalie toggle	L1 button + ⊗ button
Move goalie	left stick
Precision control	L2 button + left stick
Free skate	S button (hold)
Pass	R2 button
Poke	right stick 1
Change camera view	touch pad button
Cover puck	△ button
Butterfly	R2 button (hold)
Hug post	■■■ button + left stick ←/→
Hug post with pad down	L1 button + left stick ←/→ + R2 button
Desperation saves	button + left stick
With puck: Clear the puck	right stick 1
Without puck: Lunging poke check	■ button + left stick ↑
Stack pad	button + left stick ←/→
Spread eagle save	■ button + left stick ↓
Butterfly slides	right stick ←/→
Dives	■ button + left stick ←/→

SKILL STICK

This control scheme allows precision control for aiming, passing, shooting, saves, and more advanced moves. Players who know hockey and want a more true-to-life NHL challenge will excel with this set up.

OFFENSE

Deke	right stick ←/→
One-touch dekes	left stick + L1 button
Wind up/Shoot	right stick ♣, ♠
Fake shot	right stick ♣ (release)
Leg kick	R3 button
Skating/Shot & Pass Aim	left stick
Hustle	13 button
Glide	left stick (release)
Precision skating	L2 button (hold) + left stick (flick)
Boardplay	button (hold)
Pass	B2 button (hold for more strength)
Cancel pass while holding	L1 button
Saucer pass	R1 button
Spin	L2 button
Dump puck	R1 button + right stick 1
Protect puck	⊗ button
Chop puck	B1 button (hold) + right stick
Quick plays	directional buttons
Line change	o button, button
Vision control	L2 button (hold)

PASSING

The Skill Stick control scheme gives you the ability to control the power of your passes. Press the R2 button for an easy pass, or hold the R2 button to potentially send the puck farther across the ice. The longer you hold it, the more power behind the pass.

DEFENSE

Skate	left stick
Precision skating	L2 button (hold) + left stick (flick)
Switch player	R2 button
Line change	o button, button
Vision control	L2 button (hold)
Dive/Block	L1 button + R1 button
Stick lift	⊗ button
Body check	right stick
Poke check	R1 button
Hip check	F3 button
Sweep	P1 button (hold) + right stick
Chop puck	B1 button (hold) + right stick
Block pass	L1 button
Start fight (post whistle or during gameplay)	△ button
Boardplay	△ button (hold)

FIGHTING CONTROLS

Fighting controls for the Skill Stick control scheme are identical to those of the Hybrid (Buttons) controls. See the previous section for the full list of how to engage other players in fights.

GOALIE

Pull/Replace goalie	L1 button + touch pad button
Manual goalie toggle	L1 button + ⊗ button
Move goalie	left stick
Precision control	L2 button + left stick
Free skate	S button (hold)
Pass	R2 button
Poke	right stick 1
Change camera view	touch pad button
Cover puck	△ button
Butterfly	B2 button (hold)
Hug post	L1 button + left stick ←/→
Hug post with pad down	L1 button + left stick ←/→ + R2 button
Desperation saves	button + left stick
With puck: Clear the puck	right stick 1
Without puck: Lunging poke check	■ button + left stick ↑
Stack pad	button + left stick ←/→
Spread eagle save	button + left stick ↓
Butterfly slides	right stick ←/→
Dives	button + left stick ←/→

NHL® 94 CONTROLS

This control scheme is a throwback to the controls in the original *NHL® 94*. It's a straightforward set-up that uses buttons for most basic controls.

OFFENSE

Shoot	button
Pass	⊗ button
Move player	left stick
Hustle	button
Start fight	△ button
Spin	L2 button

DEFENSE

Checking	⊚ button
Change player	⊗ button
Move player	left stick
Hustle	button
Start fight	⊘ button

NOTE: Fighting controls are the same as those for other control schemes. See the Hybrid (Buttons) controls list in this manual to review them.

GOALIE

Move goalie	left stick
Precision control	L2 button + left stick
Free skate	⊗ button (hold)
Pass	⊗ button
Poke	right stick 1
Change camera view	touch pad button
Cover puck	△ button
Butterfly	R2 button (hold)
Hug post	L1 button + left stick ←/→
Hug post with pad down	L1 button + left stick ←/→ + R2 button
Desperation saves	button + left stick
With puck: Clear the puck	right stick 1
Without puck: Lunging poke check	■ button + left stick ↑
Stack pad	● button + left stick ←/→
Spread eagle save	■ button + left stick ↓
Butterfly slides	right stick ←/→
Dives	■ button + left stick ←/→

NEW TO NHL 16

GAMEPLAY IMPROVEMENTS

VISUAL ON-ICE TRAINING

Easily identify effective actions while you're on the ice with button prompts for basic moves. You'll also be able to see passing lanes, open teammates, and more.

Beginners will find value in learning the *NHL 16* controls and understanding hockey strategy. Meanwhile, veteran players can use the visual aids to perfect their technique.

PRECISION SKATING

NHL 16 gives you greater control over your skater's on-ice maneuvering than ever before. Easily spot passing lanes and powerplays to move into position at the opportune moments. Stop and turn on a dime—you'll see your player's feet moving left and right depending on your controller input! Whether you're trying to protect the puck or make a big play, Precision Skating makes your actions feel more accurate than ever.

SEAMLESS PUCK PICKUPS

Control over the puck can make or break a play. Whether you want to pass, intercept, or reign in the puck when it's loose, the new Puck Pickups increase your efficiency while managing the puck. You'll also be able to pick up the puck with greater ease based on the scenario, as well as maneuver with more control after the pickup.

ONLINE COUCH CO-OP

Play co-op with up to three friends as you face off against an online opponent in Online Versus. Just add users to your side of the match to play with them locally against your online challenger.

A REALISTIC EXPERIENCE

PLAYER MORALE (BE A GM)

When you play as a general manager (GM), you'll be in charge of Player Morale and your team's locker room chemistry. Make sure your players are happy so they perform at their best.

You might have an all-star forward who expects to be on the top forward line; put him somewhere else, and he won't be happy. Taking each player's personality into account is just as important as looking at his skillset. When Player Morale is high, team chemistry soars and you might just find your team raking in the wins!

SHAPE YOUR LEGACY (BE A PRO)

In Be a Pro mode, your player's on-ice performance directly affects their attributes. If you tend to play a certain way, you'll see your most-used skills improving. Skill progression gives Be a Pro mode a more true-to-life feel than ever before.

SUPERSTAR AUTHENTICITY

Make your player look like a superstar with all-new customization options, including new equipment from the NHL's top players. Whether it's the color of their skate laces or the tape on their hockey sticks, your player deserves something unique to make them stand out on the ice.

PLAYOFF BEARDS

The playoffs can get hairy, which is why *NHL 16* has added playoff beards to the mix. The game takes into account the various looks, lengths, bushiness, and growth rates for real NHL players to create an authentic representation.

TEAM ARENA ATMOSPHERE

Every arena has its own energy, and *NHL 16* aims to recreate it. Whether it's antics from team mascots, special cheers, or celebrations unique to the home team, get ready to soak in the atmosphere each time you step onto the ice.

STORY-DRIVEN COMMENTARY

NHL 16 has expanded the NBC SPORTS broadcast package to include more story-driven commentary than ever before. Doc Emrick, Eddie Olczyk, and Ray Ferraro call the action as it develops, helping to bring each virtual hockey game to life.

PLAYING A GAME

GAME SCREEN



- 1. Score
- 2. Period
- 3. Time left in period

PAUSE MENU

Press the **OPTIONS** button during a game to freeze the action and open up the pause menu. You can see the current game stats on the right side of the screen, such as goals, shots, passing percentage, and power plays.

Resume Game Get back onto the ice and continue your

current game.

Manage Teams Manage your team by editing lines and setting

strategies as the game progresses.

Instant Replay View a replay of your game. Fast-forward or

rewind the match, zoom in or out, and move the camera around to get the best angles on

all of the action.

Action Tracker Watch replays of the on-ice action by

selecting the event you want to witness.
Choose the type of action—such as goals—
and the period to get started. You can also
press the

> button to filter the choices by

team and/or player.

Box Score See detailed scoring and penalty information

for the current game, as well as stats for

both teams' players.

On-ice Trainer Adjust settings for on-ice training visuals

based on your experience with the game. Keep learning from the visuals or turn them

off to take to the ice on your own.

Settings Customize settings for gameplay, audio,

visuals, and controls. You can also choose to play as the other team, or toggle Goalie Mode ON/OFF depending on whether or not you

want to play as the goalie.

Quit Leave the current game, or select REMATCH

to restart the game from the beginning. Either

way, the current game will not save.

GAME MODES

Whether you want to play a quick game, compete against friends, or start a hockey career, you can find all of NHL 16's game modes in the main menu.

SAVING YOUR GAME

Game information for NHL 16 is automatically saved to your PlayStation®4 system. Be a Pro and Be a GM career modes allow you to save new careers based on the one you're currently playing. Your progress in these career modes will be saved automatically at different checkpoints and upon exiting the mode.

PLAY NOW

Hit the ice in an offline match, either solo or locally with friends. Choose the home and away teams, select jerseys, and get ready to dominate on the ice as the team of your choice.

Before you begin, you can take the time to adjust your lines, strategies, and game settings. Swap players at will and choose your starting lineup for both offense and defense. When it comes to strategy, you have control over everything from your defensive coverage to how your forward line will act.

PLAYER SKILLS AND STRATEGY

Keep in mind that some strategies are built for certain types of hockey players. For instance, Crash the Net for your forward line is best if your players possess a lot of physical strength. Check your lineups to see who's taking the ice, and choose strategies that put their unique skill sets to good use!

ONLINE VERSUS

Challenge other *NHL 16* players to games online. You can play a Ranked Quick Match, compete against a Friend, or use the Custom Matchmaking feature to search for someone to play against. This is the place to put your skills to the test!

PLAYOFF MODE

Start a playoff and see which real-world team can make it to the top. First, choose your playoff settings, including the number of participating teams, the length of the series (such as Best of 7), and the difficulty. Next, choose teams to fill out the tournament bracket.

When the tournament begins, you can choose to play games, let the CPU take over, or simulate games.

HOCKEY ULTIMATE TEAM (HUT)

Create and manage your dream team, and then take it onto the virtual ice in HUT Online Seasons and Playoffs. If you prefer solo play, you can also play HUT Single Player Seasons—it's a great place to brush up on your skills and make sure you're ready to compete online or against your friends. See if you have what it takes to win!

As you progress through HUT, you'll earn Coins to purchase new players and training items to keep upgrading your Ultimate Team. Make sure your players are not only stars on the ice, but also have the right chemistry to successfully work together.

You can also challenge a Friend to an online match through Play a Friend. Battle it out on the ice to see who has created the best Ultimate Team!

EA SPORTS™ HOCKEY LEAGUE

Join an online team, compete as a club, and see if you can dominate in Online Seasons.

Create a character to get started. Choose your player's name, jersey number, appearance, and more, and then join a club or create a new one. Compete in six-on-six matches with your club.

You can choose from a list of specialized player classes to hone your skills, playing against other clubs and working your way up the division ladder in Online Seasons. Become the division, conference, and ultimately the league champion as you fill your trophy case.

ONLINE TEAM PLAY

Play online in six-on-six matches. This mode uses the real NHL rosters to populate the hockey arenas. You can search for other available sessions via Quick Match, or create your own session and invite friends to join you.

BE A PRO

Truly experience *NHL 16* as your own custom player, both on and off the ice. Prove your worth in games, improve based on Coach Feedback, and get drafted to start your career.

For the first time, your actions on the ice determine the growth of your attributes, so the skills you use the most will improve the most. Make decisions that will shape your player's career, and orchestrate every action to ensure your legacy will be an impressive one.

BE A GM

Take on the role of a general manager (GM) to run your favorite NHL franchise. Grab a seat and watch the live season play out in front of you while making key management decisions. This includes everything from scouting new players to making sure your team can bring in the wins on the ice.

PLAYER MORALE

Place your players in the right positions on the ice to keep them happy and performing at their best. You'll need to take into account each player's personality as well as their skills—some players may want to live in the spotlight, while others are natural leaders. Adjusting your roster can change the way your players work together, so choose wisely!

NHL MOMENTS LIVE

Are you ready to live in the NHL moment? Take control of a team and change the outcome of some of their most heartbreaking losses, or relive some of their best moments of the NHL season. Check back for new moments as the real-world hockey season progresses.

PRACTICE MODE

Step onto the ice during your downtime to get in some practice. You'll play against a goalie to practice basic moves such as maneuvering on the ice and shooting.

NEED HELP?

The EA Worldwide Customer Experience team is here to ensure you get the most out of your game—anytime, anywhere.

>> Online Support & Contact Info For FAQs, help articles, and to contact us,

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Twitter to @askeasupport or

post on facebook.com/askeasupport.

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EXHIBIT 39





WARNING Before playing this game, read the Xbox 360[®] console, Xbox 360 Kinect[®] Sensor, and accessory manuals for important safety and health information. www.xbox.com/support.

Important Health Warning: Photosensitive Seizures

A very small percentage of people may experience a seizure when exposed to certain visual images, including flashing lights or patterns that may appear in video games. Even people with no history of seizures or epilepsy may have an undiagnosed condition that can cause "photosensitive epileptic seizures" while watching video games. Symptoms can include light-headedness, altered vision, eye or face twitching, jerking or shaking of arms or legs, disorientation, confusion, momentary loss of awareness, and loss of consciousness or convulsions that can lead to injury from falling down or striking nearby objects. Immediately stop playing and consult a doctor if you experience any of these symptoms. Parents, watch for or ask children about these symptoms—children and teenagers are more likely to experience these seizures. The risk may be reduced by being farther from the screen; using a smaller screen; playing in a well-lit room, and not playing when drowsy or fatigued. If you or any relatives have a history of seizures or epilepsy, consult a doctor before playing.

CONTENTS COMPLETE CONTROLS......4 ON THE ICE......8 GAMEPLAY.....9 PLAY.......10 COMMUNITY......14 LIMITED 90-DAY WARRANTY......18 NEED HELP?......19 3

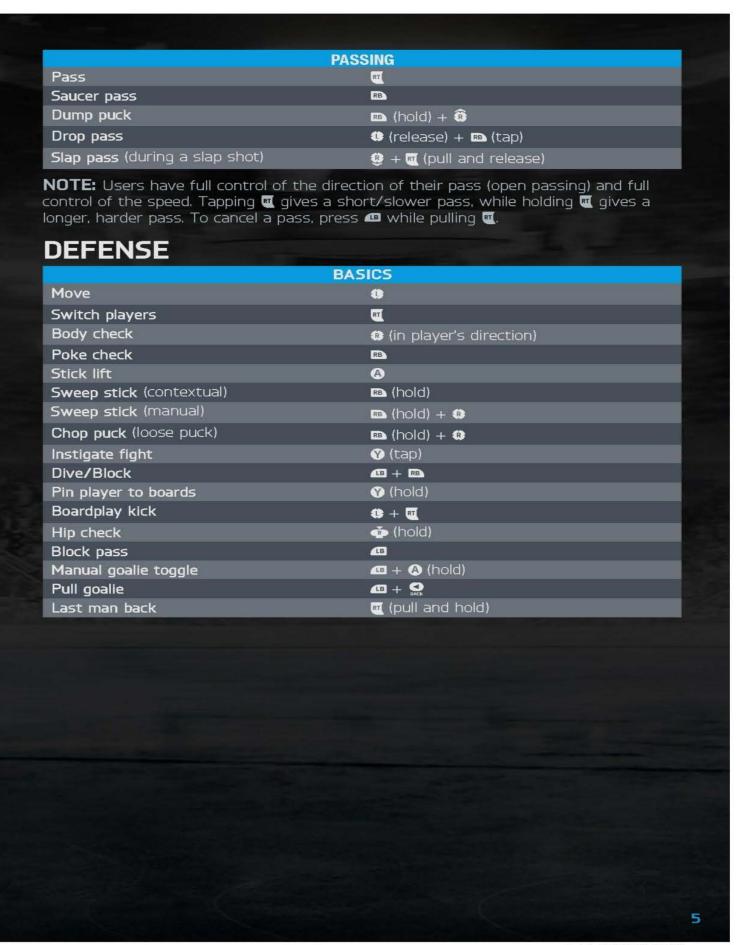
COMPLETE CONTROLS

OFFENSE

BASICS			
Skate/Aim	0		
Hustle	🍊 (hold)		
Glide	🐈 (release)		
Explosive cut	1 / 1 (from glide)		
Cut back	(b) (from glide)		
Deke	(G/Q)		
Loose puck deke	□ + 13/8		
Vision control/Skate backwards	ு (pull and hold)		
Protect puck	(hold)		
Offensive boardplay with puck			
Quick plays	0		
Drop to skate	□ + ®		
Jump defender deke	Œ + 🕏		
One-touch dekes	* + 4 5		
Spin	ש		

SHOOTING		
Wind up		
Shoot puck/Slap shot	®	
Wrist shot	(☼/♠) (move quarter-circle upward)/♠	
Fake shot with leg kick	•	

NOTE: All shooting controls are based on players moving toward the top of the game screen. To change your shooting controls, select SETTINGS in the Customize menu, and then select CONTROLS. There, change the Shooting Controls option from Camera Relative to Always Up. You can also change the game controls from SKILL STICK to HYBRID from here.



FAC	CEOFF
Orient body	0
Establish grip	⟨ Q / Q ⟩
Stick lift	®
Go for puck	•
	OALIE
Butterfly	(pull and hold)
Hug post	(pull and hold)
Cover puck	•
Free skate	(hold)
Basic movement	0
Precision movement	△B + ♦
Anticipation glove/blocker	(®/®)
Poke check	ô
Desperation save	RB + ®
Stack pads	RB + (R)/R)
Spread pads V save	RB + ®
Lunging horizontal poke check	RB + 🔞
Leave puck (when in possession)	U
Goalie roll over (from side and only when in Stack Pads)	⟨G / G ⟩
Pass puck	RT
Goalie shove	•
Switch to skater	△B + ♠

COACHING CONTROLS

With Coaching Controls, it's possible to control your team from the coach's perspective. To use these commands, select the CO position when the position lock option is available—found at the bottom of the lineup screen. Not every game mode has the position lock option.

COACHING CONTROLS		
Change forwards	B	
Change defense	⊗	
Change line strategies	V	
Forecheck strategies	Ô	
Offensive pressure	\diamond	
Neutral zone strategy	Q	
Defensive pressure	©	
Forecheck/Neutral zone bias	Ĉ/Q, and then≪/⊘	
Faceoff strategy	y (pull and hold) + □	
Call for shot	RB	

ADVANCED CONTROLS

FIGHTING FIGHTING		
Grab/Hold down	<u>u</u>	
Fake grab	<mark>ர</mark> (tap)	
Overhand punch	®	
Uppercut	9	
Push	@	
Pull	•	
Block/Lean back	(pull and hold)	
Dodge	RT	

NET BATTLES		
Engage	G	
Spin (while engaged)	(rotate 360 degrees)	

USER CELEBRATIONS		
Celebrations	⊗/ ⊗ /♥/®	
Ride stick	J	
Go on one knee	RT	
Fist pump	0	

ON THE ICE

GAME SCREEN



EA SPORTS ACTION TRACKER

The EA SPORTS Action Tracker is found in the pause menu under the scoreboard—select a highlight and press . This visualization tool allows you to see replays of marquee game events including goals, shots, hits, and saves. See who made the big plays on the ice and where the opposing team has been successful.

FAVORITE TEAM

Select your favorite team to transform your main menu hub into that team's design and use them as your default whenever you select a team to play.

SAVING AND LOADING

Save, load, or delete files manually by accessing the Save/Load/Delete screen (via the Customize menu).

AUTOSAVE

Game information for NHL^{\circledR} 15 is automatically saved to your Xbox 360 Hard Drive or Xbox 360 Memory Unit.

NEW FEATURES

ALL-NEW COMMENTARY TEAM

NHL 15 welcomes the NBC Sports™ commentary team of Mike 'Doc' Emrick and Eddie Olczyk to the broadcast booth. Doc and Eddie will anticipate plays and ramp up their intensity to match the action on the ice with over 35,000 lines of brand-new commentary.

MULTIPLAYER NHL COLLISION PHYSICS

Year two of the critically-acclaimed NHL Collision Physics evolves to introduce trueto-life multiplayer collisions. Net scrambles and player pileups, capturing the true desperation of every shift in the NHL.

THE COMPLETE HOCKEY EXPERIENCE

Play old-school hockey with *NHL 94* Anniversary Mode, suit up with an online team in EA SPORTS Hockey League, or build and play with your ultimate fantasy team in Hockey Ultimate Team. *NHL 15* brings with it a generation of the franchise's best game modes.

9

PLAY

PLAY NOW

Select PLAY NOW from the Play menu to jump right into a game.

Play Now Drop directly into a match with your selected team in

single-player or multiplayer matches.

NHL® 94 Anniversary Celebrate the 21st anniversary of NHL 94 in this

Mode

checial mode

special mode.

NHL Moments Live Take control of a team and change the outcome of some of

their most heartbreaking losses or relive some of their best

moments of the NHL season.

Winter Classic Take part in the annual Winter Classic match.

NHL 94 ANNIVERSARY MODE

Re-experience the greatness of *NHL 94* in *NHL 94* Anniversary Mode, an homage to the classic game with blue ice and arcade-style physics.

CAREER

Select CAREER from the Play menu to begin your quest for greatness as a member of the NHL.

Live the Life Mode Hit the ice as a created player or established pro.

Be A GM Mode Become a general manager and attempt to lead your team

to glory.

Be A Legend Mode Step into the shoes of a legendary player.

Season ModeTake part in a traditional NHL season.

LIVE THE LIFE

Live the life of an NHL player. On or off the ice, every decision you make shapes your legacy as an athlete. Interact with teammates outside of the rink. Take part in media interviews. Each choice you make will affect your relationship with fans, teammates, management, and family, influencing your skills and progression.

PERFORMANCE TRACKER

Go to the Performance Tracker screen in Live the Life Mode for all your hockey cards, stats, and milestones related to your career.

BE A GM

Take on the role of a GM (general manager), coach, and player to run your favorite NHL franchise for up to 25 seasons. Grab a seat and watch the live season play out in front of you. The news messaging center will deliver up-to-the-minute results and stories from around the league.

BE A LEGEND

Experience the glory of playing your entire Live the Life career as a legend as you attempt to shatter the most impressive records in hockey, achieve legendary milestones, and complete legends tasks.

SEASON

Play through a complete season of any league in *NHL 15* including the NHL, AHL, any of the European leagues, and the CHL.

ONLINE

Select ONLINE from the Play menu to explore the connected features of NHL 15.

GM Connected Take on the role of a General Manager, coach, and player to

run your favorite NHL franchise for up to 25 seasons.

Online Versus Play Head online to battle it out on the ice with other

players online.

EA SPORTS

Hockey League

Join an online league.

Online Team Play Join a team of online players and hit the ice.

Online Shootout Take on another player in a head-to-head match as the goalie

or the shooter.

NOTE: You must have an Origin Account to play *NHL 15* online. Follow the onscreen instructions to complete the login process.

EA SPORTS HOCKEY LEAGUE

Play ranked drop-in games with your created pro, and then join or create a team in the EASHL. Online Seasons and playoffs let your team play for coveted championship titles. Experience the thrill of elevating your club through promotion to higher divisions or the loss of being relegated to lower ranks.

DROP-IN GAMES

Not on a team yet or no teammates online? Play with your created pro in a drop-in game to level up or scout players.

PLAYOFFS

Play your way into the best division possible. When the playoffs start, you need to win four games straight to win the championship. Lose and the dream is over until the next playoff window.

PRACTICE MODE

Practice your skills with club members in Practice Mode. Set up a scrimmage where the CPU fills in for the any non-human spots, or try an open practice where only human-controlled players are used in the game.

CLUB INFO

Keep track of all your team's trophies, accomplishments, and records; access rosters; review recent games; or leave the club.

AROUND THE LEAGUE

Each month the best teams in the EASHL are enshrined. See who the best of the best are, here.

GM CONNECTED

Take on the role of a General Manager, coach, and player to run your favorite NHL franchise for up to 25 seasons. Take your chair and watch the living season play out in front of you; the news messaging center will deliver up-to-the-minute results and stories from around the league.

ONLINE SHOOTOUT

Search for a user similar in skill level for a Ranked or Unranked Shootout Match.

ONLINE TEAM PLAY

Play up to 6 vs. 6 with 12 players for an ultimate online hockey experience. Unranked Matches use NHL players, while Ranked Matches use your created pro.

ONLINE VERSUS PLAY

RANKED QUICK MATCH SEARCH

Challenge the first available opponent and play a competitive match. If no opponent is found, you can create a session or browse for other sessions. You can also have some friends join in for Co-op play.

CUSTOM MATCH SEARCH

Choose from a list of custom settings to start a search.

PLAY A FRIEND

Select a friend from your friends list to play an unranked game.

HOCKEY ULTIMATE TEAM

Build, Manage, and Compete against others in HUT online seasons and playoffs. You can play against your friends' ultimate fantasy team, and compete against other user-made teams by downloading them with EAUHL 24/7.

Earn EA Coins to buy new players and training items to keep upgrading your team. Participate in buying and selling items in the Auction House. Search through tens of thousands of live auctions for players, contracts, training boosts, and many more.

TOURNAMENTS

Select TOURNAMENTS from the Play menu to play a structured series of matches.

Playoff Mode Go straight to the playoffs and fight for the Cup!

Tournament Mode Throw the world's best teams into an 8- or 16-team EA

SPORTS World Tournament, or choose to take part in the

Memorial Cup Tournament.

Battle for the Cup Do you have what it takes to earn the Stanley Cup? Begin

with the championship in this mode.

TRAINING

Select TRAINING from the Quick Modes submenu of the Play menu to enhance your skill.

Practice Mode Take part in a traditional practice session or several different

types of drills.

Shootout Mode Be the goalie or take him on head-to-head in a one-player

format.

Tutorials Take part in a series of instructional drills to ensure your skills

are up to snuff.

COMMUNITY

Select COMMUNITY from the main menu to explore certain connected features.

View Player Hub Check out your records and info.

Leaderboards Are you the best player online? Check out the leading players

and how you stack up here.

Lobby Join an online lobby and take part in an online match.

My Highlights View the best of your best.

CUSTOMIZE

Select CUSTOMIZE from the main menu to adjust your created players, AI, and more.

Creation Zone Create and edit a player or team.

Customize Al Build your own Al and fine tune how the CPU responds in-

game.

Roster Management Manage and edit various teams' rosters.

EA SPORTS View your Media Hub utilize of

View your highlights, take stock of the EA SPORTS Trax, or

utilize custom music.

Settings Alter in-game settings such as difficulty, audio options,

gameplay options, and more.

Favorite Team Change your favorite team.

Save/Load/Delete Save, load, or delete your NHL 15 profile and other data.

Offer Code Entry Enter offer codes here.

EA SPORTS Extras View the credits.

CREATE PLAY MODE

Select a team from the different leagues, and then determine a scenario you wish to build upon. Once you're on the ice, take control of your players and start customizing team strategies. Pull to select your starting player, and then press to begin recording. Skate your player through the play and press to again to stop recording. Pull to add another player to the scenario and repeat the recording process. All previously recorded players will move in unison. Up to five players can be included in a single play. Once you're finished, the recorded movements combine into one coordinated team play. Use these plays in Practice Mode to ensure you have them nailed before attempting them on the competition.

CREATE PLAY MODE CONTROLS		
Select a play	Ô/Q	
Primary controls	■ B/RB	
Change player	RT	
Record	8	
Test	A	
Apply Changes	⊗	

ROSTER MANAGEMENT

View the rosters and detailed player information for nine leagues, the Legend Team, and your custom team in Team Rosters. Switch up team rosters by moving players to different teams in Player Movement. Edit player positioning for teams in nine leagues, the Legend Team, or your custom team in Edit Lines. Change players' jersey numbers in Jersey Numbers.

Finally, you can choose to reset all rosters to their defaults in Set Default Rosters, or download updated rosters in Download Rosters.

EA SPORTS MEDIA HUB

REPLAY SCREEN		
Set/Clear marker	⊗	
Camera angles	■ / RB	
Take photo	•	
Edit clip	v	

EDIT REPLAY SCREEN		
Playback speed	②	
Change color	Č	
Take photo	•	
Change camera	Æ/₽	
Apply changes	в	

CUSTOM MUSIC

Personalize the music for any team in *NHL 15*! To get started, copy music onto your Xbox 360 console and create playlists to assign in-game. Select CUSTOM MUSIC and customize the music that plays on the game menu screens, and select a special goal celebration for your own Live the Life player.



LIMITED 90-DAY WARRANTY

NOTE: Warranty does not apply to digital download products.

Electronic Arts Limited Warranty

Electronic Arts warrants to the original purchaser of this product that the recording medium on which the software program(s) are recorded (the "Recording Medium") is free from defects in materials and workmanship for a period of 90 days from the date of purchase. If the Recording Medium is found to be defective within 90 days from the date of purchase, Electronic Arts agrees to replace the Recording Medium free of charge upon receipt of the Recording Medium at its service center, postage paid, with proof of purchase. This warranty is limited to the Recording Medium containing the software program that was originally provided by Electronic Arts. This warranty shall not be applicable and shall be void if, in the judgment of Electronic Arts, the defect has arisen through abuse, mistreatment or neglect.

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Returns Within the 90-Day Warranty Period

Please return the product along with (1) a copy of the original sales receipt showing the date of purchase, (2) a brief description of the difficulty you are experiencing, and (3) your name, address and phone number to the address below and Electronic Arts will mail a replacement Recording Medium to you. If the product was damaged through misuse or accident, this 90-day warranty is rendered void and you will need to follow the instructions for returns after the 90-day warranty period. We strongly recommend that you send your products using a traceable delivery method. Electronic Arts is not responsible for products not in its possession.

EA Warranty Information

If the defect in the Recording Medium resulted from abuse, mistreatment or neglect, or if the Recording Medium is found to be defective after 90 days from the date of purchase, choose one of the following options to receive our replacement instructions:

Online Warranty Information: http://warrantyinfo.ea.com

EA Warranty Mailing Address:

Electronic Arts Customer Warranty, 7700 W Parmer Lane, Building C, Austin, TX 78729-8101

Notice

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