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- (b) transfer the Software Product from one hard drive to another PROVIDED it is used on only one (1) hard drive at any one time and any hard drive on which it is used is under your custody and control at

the time of use;

(c) transfer the Software Product (complete with all components and documentation) and the benefit of this EULA to another person PROVIDED such person has agreed to accept the terms of this EULA and you contemporaneously transfer any permitted copies of the Software Product you may have made to that person or destroy all copies of the Software Product not transferred. If any transferee does not accept such terms then this EULA shall automatically terminate. Upon such transfer, you undertake to delete this Software Product from your hard drive and the licence granted to you under this EULA shall automatically and immediately terminate.

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You are not permitted:

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(c) without a separate, additional license from Square Enix, to use the Software Product or permit the use of the Software Product, on more than one personal CPU, game console, handheld device, "smart phone" or PDA at the same time;

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(e) except as the applicable law expressly permits, to reverse engineer, derive source code, modify, decompile, disassemble, or create derivative works based on the whole or any part of the Software Product, in whole or in part, Where applicable law expressly permits any such acts, and any lawful modifications, adaptations and improvements and all copyrights therein shall be deemed assigned to and shall belong to, vest in and be the exclusive property of SEL and/or its licensors on creation to the maximum extent permitted by law and you hereby waive all or any moral rights in such creations;

(f) remove, disable or circumvent any security protections or any technical measures that control access to the Software Product and/or are designed to prevent or inhibit the infringement of any copyright or other intellectual property right in the Software Product;

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(i) create data or executable programmes that mimic data or functionality in the Software Product.

Furthermore, you agree that you shall abide by any of the safety information, maintenance instructions or other relevant notices contained in the manual that is included with the Software Product.

4. Online/multiplayer Features and Functionality

This Software Product may allow services operated by SEL and/or its affiliates or third parties authorised on their behalf to be accessed which allow users of the Software Product to enjoy certain on-line or multiplayer features and functionality associated with the Software Product (“Online Features”). These services and Online Features may, however, require payment of additional fees. In addition, access to and use of such services/Online Features and other goods or information made available as part of such services may be subject to completion of a registration process and acceptance of additional terms and conditions including, but not limited to, privacy policies governing the use and processing of personally identifiable information. Importantly, not all purchasers of this Software Product will be able to register or benefit from such services (including Online Features associated with the Software Product). These services and Online Features may not be available in your country, are not guaranteed to be available for any period of time (and may be subject to suspension or withdrawal at any time) and may, for example, be subject to age restrictions. An internet connection will be required to access Online Features.

Where you use Online Features we and our affiliates may also collect, store, process, distribute and publicly display certain data concerning your gameplay. This data may include your user name, gamertag, scores, rankings, results, achievements and any other personal profile information which you may choose to make available for other players to see. Without prejudice to any consents which you may give us under any other agreement between you and us with respect to such data, any data which personally identifies you will be collected, stored, used, processed and distributed in accordance with SEL's Privacy Policy referred to in Paragraph 5 below.

5. Your consent to the use by us of certain Data

Without prejudice to paragraph 4 above, We may from time to time during your gameplay collect anonymous, non-personally identifiable information (i.e. information which neither identifies you nor is linked to, associated with or capable of being used to identify, you) about your hardware system

including how you are using the Software Product (including information about your successful installation and removal of the Software Product). This information may also include your internet protocol (I.P.) address (a numeric number assigned by your internet service provider to identify your PC). This information may be used not only to help you play the game on the Software Product over the Internet (where the Software Product contains Online Features) but also to help us better understand how our customers are using the Software Product, their behaviour and preferences, so that we can improve our computer games and services in the future. This information will not, however, be used to personally identify you without you being aware of it and without your separate consent. This information and any other data which may be provided by you to us or which may be collected by us in connection with your installation and use of the Software Product or any Online Features will be collected, stored, retrieved, used and distributed in accordance with SEL's latest Privacy Policy and Cookies Policy applicable to your region, which are located at <http://eu.square-enix.com/en/documents/privacy> and <http://eu.square-enix.com/en/documents/cookies> respectively. By clicking the Accept button you unconditionally and irrevocably agree to the terms of the Privacy Policy and Cookies Policy as varied and/or amended from time to time.

In the event of any conflict between any provision of the Privacy Policy and this Paragraph 5, the Privacy Policy shall prevail.

6. In-Game Advertising

The Software Product may incorporate technology (which may be provided by SEL or third party service providers engaged by SEL (each a "Dynamic Advertising Provider")) which enables advertising to be uploaded into the Software Product on your PC, and changed while the Software Product is being played on-line. In order that the Dynamic Advertising Provider is able to direct advertising appropriate to your Software Product and geographic region, as well as to the correct location within the computer game, certain data and information may be retrieved and retained by the Dynamic Advertising Provider including your I.P. address, geographic location, in-game position, and information concerning the appearance of advertising visible during your gameplay (for example, the length of time an item of advertising was visible, the dimensions of the advertisements). In addition, the Dynamic Advertising Provider may assign a unique identification number which is stored on your PC and which is used to monitor and calculate the number of views of dynamic advertising during gameplay. None of the information collected for this purpose including the identification number can be used to identify you.

The technology employed by Dynamic Advertising Providers may be located outside your country of residence (including outside of the European Union).

Where a Software Product incorporates dynamic advertising technology, the technology which serves the provision of dynamic in-game advertising is integrated within the Software Product. This means that if you do not want to receive dynamic advertising, you should only use the Software Product when you are not connected to the Internet. By playing the Game when connected to the Internet you consent to our use of dynamic advertising as described in this Paragraph.

7. Termination

Without prejudice to any other rights, SEL may terminate this EULA immediately without notice if you fail to comply with the terms and conditions of this EULA. In the event of termination, you must destroy all copies of the Software Product and all of its component parts including any Software Product stored on the hard disk of any computer. You may also terminate the EULA at any time by destroying the Software Product and uninstalling it from your hard drive or other applicable hardware. All provisions of this EULA relating to disclaimers or warranties, limitations of liability, remedies, or damages and SEL's proprietary rights, choice of law and jurisdiction, indemnity and miscellaneous shall survive termination.

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You only own the media on which the Software Product is recorded. SEL and/or its licensors shall at all times retain ownership of the Software Product as recorded on the media and all subsequent copies regardless of form.

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Where the Software Product is recorded on a physical medium supplied by SEL, SEL warrants to the original consumer purchaser of this Software Product that the physical medium on which the Software Product is recorded will under normal use and conditions be free from material defects in materials and workmanship for a period of ninety (90) days from the date of purchase. The entire liability of SEL under this limited warranty will be, at SEL's sole option, either (a) to return of the purchase price paid for the Software Product; or (b) to repair or, at SEL's option, to replace free of charge the Software Product that does not meet this limited warranty provided the following procedures and conditions are observed. All claims under this limited warranty must be made by returning the original physical medium in its original condition and packaging to the point of purchase, together with a copy of the original sales receipt or other dated proof of purchase, a statement describing the defects and a return address (the "Required Material"). Where this is not possible for any reason (and provided it is within the period of 90 days from the date of purchase) the defective medium should be returned to SEL at the address specified in the manual accompanying this Software Product together with the Required Material and address of the location where the Software Product was purchased.

9.2 The limited warranty in paragraph 9.1 above is void and shall not apply to media which has been subject to misuse, accident, damage or excessive wear. Any replacement Software Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

9.3 THE LIMITED WARRANTY IN PARAGRAPH 9.1 DOES NOT APPLY TO THE SOFTWARE PROGRAMS THEMSELVES WHICH ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SEL AND ITS LICENSORS DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS OR OTHER TERMS, EITHER EXPRESS OR IMPLIED,

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(B) IN ANY CASE, THE MAXIMUM AGGREGATE LIABILITY OF SEL AND ITS LICENSORS UNDER OR IN RELATION TO THIS EULA OR THE USE OR ATTEMPTED USE OF THIS SOFTWARE PRODUCT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE PRODUCT.

9.5 Nothing in this EULA shall limit or exclude SEL's liability to you in negligence for death or personal injury, to the extent such exclusion or limitation is unlawful, unenforceable or void under any applicable law.

9.6 Some jurisdictions do not permit the warranty disclaimers or limitations on liability set forth in this paragraph 9. Nothing in this paragraph 9 shall affect your statutory rights as a consumer which under the applicable law are not capable of exclusion or limitation. These statutory rights may vary from state/jurisdiction to state/jurisdiction.

9.7 You understand that the Software Product may be updated or patched at any time and in doing so no obligation to provide such updates or patches to you pursuant to this EULA or otherwise shall arise.

10. Governing Law and Dispute Resolution

10.1 Subject to paragraph 10.2 below, this EULA and any claim or dispute of whatever nature (including any non-contractual dispute) arising out of or relating to this EULA shall be governed by and construed in accordance with English law. Each party irrevocably submits for all purposes in connection with the EULA (including any such dispute or claim) to the exclusive jurisdiction of the English courts, except that nothing in this EULA shall limit SEL's right to bring any action against any party in any other court of competent jurisdiction, nor shall the bringing of such action in one or more jurisdictions preclude the bringing of any other such actions in any other jurisdiction (whether concurrently or not) to the extent permitted by the law of such jurisdictions.

10.2 If you acquired this Software Product in the United States of America this EULA and any claim or dispute of whatever nature arising out of or relating to this EULA shall be governed by, and construed in accordance with, the laws of the State of California, USA and subject to the non-exclusive jurisdiction of the state and federal courts situated in San Francisco, California, USA.

10.3 The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this EULA.

11. Injunction

Because SEL would be irreparably damaged if the terms of this EULA were not specifically enforced, you agree that we shall be entitled, without bond or other security or proof of damages, to take such action as may be required, including without limitation seeking an injunction and other equitable remedies, in addition to any other remedies available to us under law.

12. Indemnity

You agree to indemnify, defend and hold harmless SEL, its partners, affiliates, contractors, licensors, officers, directors, employee and agents from all claims, damages, costs and expenses (including reasonable legal fees) arising directly or indirectly from your acts of omissions in connection with using the Software Product or any breach by you of the terms of this EULA.

13. Miscellaneous

13.1 If you acquired this Software Product in the United States of America, you will not export or re-export it except as authorised and permitted by the laws and regulations of the United States of America.

13.2 Without prejudice to paragraph 9.6, this EULA together with any other agreement, policy or other document expressly referred to in this EULA constitutes the entire agreement between SEL and you with respect to the license and use of the Software Product and supersedes all prior or contemporaneous understandings. Without prejudice to paragraphs 13.4 and 13.5, no amendment or modification of this EULA will be binding unless made in writing and signed by a duly authorised representative of SEL.

13.3 You agree and acknowledge that all title, ownership rights, and intellectual property rights connected with the Software Product and any and all copies thereof (including but not limited to any derivative works, titles, computer code, themes, objects, characters, character names, stories, dialogs, catch phrases, locations, concepts, artwork, graphics, animation, sounds, musical compositions, audio-visual effects, text, screen displays, methods of operation, moral rights, "applets" incorporated into the Software Product, and any related documentation) are owned by Square Enix or its licensors.

13.4 SEL reserves the right to amend this EULA at any time, at its sole discretion, but will post such changes on the Square Enix website and/or will communicate such changes to you via and digital rights management system used to protect the content of the Software Product such as, where applicable, the STEAM™ service where STEAM™ software is used for such purpose. If any such future changes to this EULA are unacceptable to you or cause you to no longer be in compliance with this EULA you may terminate this EULA in accordance with the above Termination provisions. Your installations and use of

any updates or modifications to the Software Product or your continued use of the Product Software following notice of changes to this EULA will constitute your acceptance of any and all such changes to the terms of this EULA.

13.5 If any court or competent authority finds that any provision of this EULA (or part of any provision) is invalid, illegal or unenforceable under the applicable law, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this EULA shall not be affected.

Last updated 03 April 2012