

Unreal® Engine End User License Agreement

Please read this Agreement carefully before downloading this software. It is a legal document that explains your rights and obligations related to your use of the Unreal® Engine. By downloading or using this software, you are agreeing to be bound by the terms of this Agreement. If you do not or cannot agree to the terms of this Agreement, please do not download or use this software.

Certain words or phrases are defined to have certain meanings when used in this Agreement. Those words and phrases are defined below in Section 24.

If your primary residence (or primary place of business, if you are a legal entity like a corporation or an academic institution) is in the United States of America, your agreement is with Epic Games, Inc. If it is not in the United States of America, your agreement is with Epic Games International S.à r.l., acting through its Swiss branch.

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Epic grants you a non-exclusive, non-transferable, non-sublicensable (except as described in this Agreement) license to use, reproduce, display, perform, and modify the Licensed Technology for any lawful purpose (the “**License**”). However, the rights that Epic grants you under the License are subject to the terms of this Agreement, and you may only make use of the License if you comply with all applicable terms.

The License becomes effective on the date you accept this Agreement or download the Engine Code or any Assets. The License does not grant you any title or ownership in the Licensed Technology.

Restrictions on Distribution and Sublicensing

You may not Distribute any Licensed Technology except as follows:

- a. Distribution to end users - You may Distribute Engine Code licensed to you under this Agreement (including as modified by you under the License) incorporated in object code format as an inseparable part of a Product to end users who are subject to an end user license agreement which explicitly disclaims any representations, warranties, conditions, and liabilities related to the Licensed Technology. However, the Product may not consist of or contain any Engine Tools nor provide functionality allowing the creation of standalone products utilizing the Licensed Technology; and
- b. Distribution to other licensees - You may Distribute Engine Code licensed to you under this Agreement (including as modified by you under the License) in Source Code or object code format, or any Asset provided to you without additional charge by Epic, to an Engine Licensee who has rights under its license to the same Version of the Engine Code or Asset that you are Distributing.

You may not sublicense any Licensed Technology in Source Code format. You may not sublicense any Licensed Technology in object code format except to grant end users the ability to use, or to permit your publishers and distributors to market and Distribute, a Product that you Distribute as permitted in Section 1(a) above.

When you Distribute a Product to end users, you must provide Epic with advance notification at unrealengine.com/release, as early as reasonably possible, including the name of the Product, the format of distribution, unique Product id (where applicable), and the distribution channel(s).

You may not combine, Distribute, or otherwise use the Licensed Technology with any code or other content which is covered by a license that would directly or indirectly require that all or part of the Licensed Technology be governed under any terms other than those of this Agreement. Code or content under the following licenses, for example, are prohibited: GNU General Public License (GPL), Lesser GPL (LGPL) (unless you are merely dynamically linking a shared library), or Creative Commons Attribution-ShareAlike License. Code or content under the following licenses, for example, are allowed: BSD License, MIT License, Microsoft Public License, or Apache License.

Other Restrictions

You may not engage in any activity with respect to the Licensed Technology, including as incorporated into a Product, (1) for any gambling-related activities or Products; (2) for operation of nuclear facilities, aircraft navigation, aircraft communication systems or air traffic control machines, or for military use; (3) in violation of any applicable law or regulation; (4) in which the Licensed Technology is rented or leased; (5) that misappropriates any of Epic's other products or services; (6) in support of a claim by you or any third party that the Licensed Technology infringes a patent. You also may not sell or grant a security interest in any Licensed Technology.

2. User License

The Licensed Technology is licensed to you for use by a single User. The User may store the Licensed Technology on any of the User's computers, but the Licensed Technology cannot be shared with others (including any other employees or agents) except through a permitted Distribution as described above.

In order to access and download the Engine Code and Assets, you must set up an Account. You may not share or allow others to use your Account. You are responsible for the security of your Account. For questions regarding your Account, please go to unrealengine.com/contact.

Under the License, the User may use the Licensed Technology for as long as you comply with this Agreement. If you are a legal entity, references to "you" in this agreement also apply to the User in all cases. You are responsible for the User's compliance with this Agreement.

If you are an Academic Institution, the limitation to use by a single User does not apply. Instead, you may store the Licensed Technology on any of your computers, and you may allow all users

of those computers to use the Licensed Technology under the License. However, those users are not authorized under your License to Distribute any Licensed Technology (including as incorporated in a Product) unless they obtain a Subscription and License of their own.

3. Subscription

When you set up your Account, you will be enrolled in a Subscription for the period that you select at the time that you activate the License (the “**Subscription Period**”). Your Subscription will automatically renew at the end of each Subscription Period. With your Subscription, you will be entitled to access future Versions of the Engine Code and future Assets that Epic chooses to make available. Epic does not have any obligation to make new Versions or future Assets available. However, any Versions of the Engine Code and future Assets that Epic does make available to you as part of your Subscription are considered part of the Licensed Technology and may be used under the License.

At the time of activation of the License, you will also select a non-refundable subscription fee (the “**Subscription Fee**”). You agree to pay the Subscription Fee for each Subscription Period in advance unless you or Epic have previously cancelled your Subscription.

You acknowledge that Epic may process payments automatically (*e.g.*, through charge to a credit card account that you provide). When you provide payment information to Epic or its authorized processor, you represent to Epic that you are the authorized user of the card, PIN, key, or account associated with that payment, and you authorize Epic to charge your credit card or process your payment with the authorized processor for any Subscription Fees.

The Subscription may be cancelled by you at any time at unrealengine.com/dashboard. Epic may cancel your Subscription if it generally discontinues offering Subscriptions. Cancellation of your Subscription will be effective at the end of the current Subscription Period for which you have paid the Subscription Fee. After cancellation of your Subscription by either you or Epic, you will not be entitled to access or use future Versions of the Engine Code or future Assets that Epic makes available under the License. However, cancellation of your Subscription will not affect your rights under the License with respect to any Licensed Technology you have already downloaded under the License.

For questions about your Subscription, please go to unrealengine.com/contact.

4. Royalty

You agree to pay Epic a royalty equal to 5% of all worldwide gross revenue actually attributable to each Product, regardless of whether such revenue is received by you or any other person or legal entity, as follows:

- a. Gross revenue resulting from any and all sales of a Product to end users through any and all media, including but not limited to digital and retail;

- b. Gross revenue resulting from any and all in-app purchases, downloadable content, microtransactions, subscriptions, or redemption of virtual currency, either within a Product or made externally but which directly affect the operation of the Product;
- c. Gross revenue from any Kickstarter or other crowdfunding campaign which is directly associated with Product access or in-Product benefit (*e.g.*, in a multi-tiered campaign, if an amount is established in an early tier solely for Product access, your royalty obligation will apply to that amount for each backer with the same access, but not on additional amounts in higher tiers based on ancillary benefits);
- d. Your revenue from in-app advertising and affiliate programs;
- e. Revenue from advance payments for a Product (from a publisher or otherwise); and
- f. Revenue in any other form actually attributable to a Product (unless excluded below).

However, no royalty is owed on the following forms of revenue:

- 1. Revenue from linear media which is distributed in a form that does not contain the Licensed Technology (*e.g.*, broadcast or streamed video files, cartoons, or movies);
- 2. Revenue from ancillary products which are not software and which do not contain embedded information (such as QR codes) which affects the operation of the Product (*e.g.*, comic books, soundtracks, apparel);
- 3. Revenue from interactive amusement park rides or coin-operated arcade games which use the Licensed Technology; and
- 4. Consulting fees or work-for-hire fees which are non-recoupable for services performed using the Licensed Technology (*e.g.*, an architect-created walkthrough simulation or a contractor-developed in-house training simulator).

The royalty is based on gross revenue from end users, regardless of whether you sell your Product to end users directly, self-publish via App Store, or work with a publisher. The following simplified example illustrates the application of the royalty to gross sales: if your Product earns \$10 on the App Store, Apple may pay you \$7 (having deducted 30% as a distribution fee), but your royalty to Epic would still be 5% of \$10 (or \$0.50).

Royalties that you pay on an advance payment of revenue for a Product that is recoupable by the payer, such as a publisher, may be credited against future royalty payments that you incur under this Agreement for that Product.

Within 45 days after the end of each calendar quarter, you will pay to Epic the full amount of the royalty due for such quarter and send Epic a royalty report on a per Product basis. Detailed information on royalty reporting and payment can be found at unrealengine.com/release.

The royalty will be payable under this Agreement with respect to each Product for as long as any Engine Code (including as modified by you under the License) or Assets incorporated in the Product are protected under copyright or other applicable intellectual property law.

5. Payments

Epic reserves the right to charge a 2% late fee, per calendar quarter (compounding), for any amounts unpaid after the required due date.

You are responsible for all taxes on all payments required to be made by you under this Agreement (other than taxes that Epic is obligated to pay on its income, which are Epic's responsibility). If you are required by a government agency to reduce your payment to Epic for any reason, you are required to provide sufficient documentation to Epic supporting such withholding. For questions about withholding taxes or taxes in general, please go to unrealengine.com/contact.

6. Records and Audits

You agree to keep accurate books and records related to your development, manufacture, Distribution, and sale of Products and revenue. Epic may conduct reasonable audits of your records. Audits will be conducted during business hours on reasonable prior notice to you. Epic will bear the costs of audits unless the results show a shortfall in payments in excess of 5% during the period audited, in which case you will be responsible for the cost of the audit.

7. Support

Epic does not have any support obligations with respect to the Licensed Technology. Support resources may be obtained at unrealengine.com/support.

8. Feedback and Submissions

If you provide Epic with any Feedback, Epic is free to use the Feedback however it chooses. If you make any Submission available to Epic, you hereby assign to Epic all right, title, and interest (including all copyright, patent, and other intellectual property rights) in that Submission for all current and future methods and forms of exploitation in any country. If any such rights may not be assigned under applicable law, you hereby grant Epic a non-exclusive, fully-paid, irrevocable, transferable, sublicensable license to reproduce, distribute, publicly perform, publicly display, make, use, have made, sell, offer to sell, import, modify and make derivative works based on, and otherwise exploit that Submission for all current and future methods and forms of exploitation in any country. If any such rights may not be assigned or licensed under applicable law (such as moral and other personal rights), you hereby waive and agree not to assert all such rights. However, you may continue to freely use any Feedback that you provide to Epic, and you may continue to use, in any way consistent with the License, any Submission that you make available to Epic.

You understand and agree that Epic is not required to make any use of any Feedback or Submission that you provide. You agree that if Epic makes use of your Feedback or Submission, Epic is not required to credit or compensate you for your contribution.

You represent and warrant that you have sufficient rights in any Feedback or Submission that you provide to Epic to grant Epic and other affected parties the rights described above. This includes but is not limited to intellectual property rights and other proprietary or personal rights.

9. Third Party Software

The Engine Code includes Third Party Software components. If Third Party Software has separate software license or attribution requirements, the license terms or other attribution requirements for Third Party Software components can be found in the installation directory for each engine version (under the /Engine/Source/ThirdParty/Licenses sub-folder). By entering into this License and using such Third Party Software, you are accepting the terms of such licenses. In such case, the Third Party Software terms will govern your use of the Third Party Software, and will take precedence over the terms of the License for the Third Party Software. You agree that the owners of the Third Party Software are intended third party beneficiaries to this Agreement in relation to your uses of Third Party Software.

10. Ownership

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11. Proprietary Notices

You agree to retain and reproduce in all copies of Licensed Technology the copyright, trademark, and other proprietary notices and disclaimers of Epic and third parties as they appear in the Engine Code and the Assets.

12. Attribution

You agree to place the following notices in the credits for any Product (replacing xxxx with the current year):

“[Product name] uses the Unreal® Engine. Unreal® is a trademark or registered trademark of Epic Games, Inc. in the United States of America and elsewhere”

“Unreal® Engine, Copyright 1998 – xxxx, Epic Games, Inc. All rights reserved.”

No other license or right in the Epic Trademarks is granted under this Agreement. All use of the Epic Trademarks will inure to the sole benefit of Epic. You agree not to engage in any activity

that could tarnish, dilute, or affect the validity or enforceability of the Epic Trademarks or cause consumer confusion or diminish any goodwill relating to any Epic Trademarks. If you wish to make further use of the Epic Trademarks, please go to unrealengine.com/contact.

Epic may use your trademarks, service marks, trade names, and logos used with any Product, as well as publicly released screen shots and video content from the Product, in connection with Epic's marketing, advertisement, and promotion of the Unreal® Engine in any and all media without restriction.

13. Disclaimers and Limitation of Liability

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To the maximum extent permitted by applicable law, neither Epic, its licensors, nor its or their affiliates, nor any of Epic's service providers, shall be liable in any way for loss or damage of any kind resulting from the use or inability to use the Epic Materials or otherwise in connection with this Agreement, including but not limited to loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses. In no event will Epic, its licensors, nor its or their affiliates, nor any of Epic's service providers be liable for any loss of profits or any indirect, incidental, consequential, special, punitive, or exemplary damages, or any other damages arising out of or in connection with this Agreement or the Epic Materials, or the delay or inability to use or lack of functionality of the Epic Materials, even in the event of Epic's or its affiliates' fault, tort (including negligence), strict liability, indemnity, product liability, breach of contract,

breach of warranty, or otherwise and even if Epic or its affiliates have been advised of the possibility of such damages. These limitations and exclusions regarding damages apply even if any remedy fails to provide adequate compensation.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of Epic, its licensors, its and their affiliates, and any of Epic's service providers shall be limited to the full extent permitted by law.

14. Indemnity

You agree to indemnify, pay the defense costs of, and hold Epic, its licensors, its and their affiliates, and its and their employees, officers, directors, agents, contractors and other representatives harmless from all claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees, costs, and expert witnesses' fees) that arise from or in connection with (a) any claim that, if true, would constitute a breach by you of this Agreement or negligence by you, (b) any claim brought by any third party to whom you Distribute or sublicense the Licensed Technology in violation of this Agreement (including without limitation any claim that the Licensed Technology infringes a patent), (c) any claim that any Product or any other matter you created, or your exercise of the License, infringes any third party's intellectual property rights and other proprietary or personal rights (except to the extent of any claim that your authorized use of unmodified Engine Code or Assets originally provided to you by Epic under this Agreement infringes any United States patent, trademark or copyright), or (d) any federal, state, or foreign civil or criminal actions related to any Product. You agree to reimburse Epic on demand for any defense costs incurred by Epic and any payments made or loss suffered by Epic, whether in a court judgment or settlement, based on any matter covered by this Section 14.

If you are prohibited by law from entering into the indemnification obligation above, then you assume, to the extent permitted by law, all liability for all claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees, costs and expert witnesses' fees) that are the stated subject matter of the indemnification obligation above.

15. Export Restrictions

You agree to comply with all applicable federal and foreign laws, regulations and rules, and complete any required undertakings (including obtaining any necessary export license or other governmental approval), prior to accessing, exporting, re-exporting, or releasing any Licensed Technology.

16. Term and Termination

A. Term of the License. This Agreement will continue in effect unless terminated as described below.

B. Termination by Epic. Epic may terminate the Agreement by providing written notice if you materially breach any provision of this Agreement and the breach is not curable or, if it is

curable, you fail to cure the breach within thirty (30) days of notice of the breach from Epic. Without limiting the foregoing, your failure to make any payment due under this Agreement or breach of any restriction under the License constitutes a material breach of this Agreement.

C. Termination for Patent Action. The Agreement will terminate automatically as of the date you commence any claim that the Licensed Technology infringes a patent, or otherwise support any claim by a third party that the Licensed Technology infringes a patent.

D. Effect of Termination. Upon any termination, the License will automatically terminate, you may no longer exercise any of the rights granted to you by the License, and you must destroy all copies of the Licensed Technology in your possession and cease distributing any Products developed under this Agreement. Within 30 days of termination, unless otherwise agreed by Epic, you must destroy all Products in your inventory.

E. No Refunds

All payments, fees and royalties are non-refundable under all circumstances, regardless of whether or not this Agreement has been terminated.

F. Surviving Provisions

Sections 4-6, 8-10, 13, 14, 16-18, and 22-25 will survive termination of this Agreement.

17. Governing Law and Jurisdiction

You agree that this Agreement will be deemed to have been made and executed in the State of North Carolina, U.S.A., and any dispute will be resolved in accordance with the laws of North Carolina, excluding that body of law related to choice of laws, and of the United States of America. Any action or proceeding brought to enforce the terms of this Agreement or to adjudicate any dispute must be brought in the Superior Court of Wake County, State of North Carolina or the United States District Court for the Eastern District of North Carolina. You agree to the exclusive jurisdiction and venue of these courts. You waive any claim of inconvenient forum and any right to a jury trial. The Convention on Contracts for the International Sale of Goods will not apply. Any law or regulation which provides that the language of a contract shall be construed against the drafter will not apply to this Agreement.

18. Class Action Waiver

You agree not to bring or participate in a class or representative action, private attorney general action, or collective arbitration related to the Licensed Technology or this Agreement. You also agree not to seek to combine any action or arbitration related to the Licensed Technology or this Agreement with any other action or arbitration without the consent of all parties to this Agreement and all other actions or arbitrations.

19. U.S. Government End Users

The Licensed Technology and related documentation are “Commercial Items” (as defined at 48 C.F.R. §2.101), consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation” (as used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable). The Licensed Technology is being licensed to U.S. Government end users only as Commercial Items and with only those rights as are granted to other licensees (other than Academic Institutions) under this Agreement.

20. Independent Contractor

You and Epic are independent contractors and are not the legal representative, agent, joint venturer, partner, or employee of the other. Neither party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party.

21. Amendments of this Agreement

Epic may issue an amended Agreement at any time in its discretion by providing notice to you or by providing you with digital access to the amended Agreement when you next access the Engine Code or Assets under your Subscription. You are not required to accept the amended Agreement. However, in order to maintain your Subscription, you must accept the amended Agreement. If you do not accept the amended Agreement, Epic reserves the right to cancel your Subscription (but this will not terminate your License for Licensed Technology that you download prior to the end of your Subscription Period). If you are a legal entity, acceptance of an amended Agreement by any of your Users will be binding on you.

22. Notices

Where this Agreement calls for notice from Epic, including written notice, Epic may provide such notice to you at the email address that you provided when you registered for the License (or any updated email address you subsequently provide). Epic’s notices to you will be effective when they are sent to that email address.

23. No Assignment

You may not, without the prior written consent of Epic, assign, transfer, charge, or sub-contract all or any of your rights or obligations under this Agreement, and any attempt without that consent will be null and void. You also may not transfer your Account. Epic may at any time assign, transfer, charge, or sub-contract all or any of its rights or obligations under this Agreement. For clarity, you are not prohibited by Epic from assigning or transferring your rights in your Product, other than the Engine Code, Assets, and Submissions. Third Party Software assignment and transfer is governed by the terms of the applicable licenses.

24. Definitions

As used in this Agreement, the following capitalized words have the following meanings:

“Academic Institution” means any educational institution such as, but not limited to, a university, college, or high school.

“Account” means a unique ID and associated password selected by you to access the Engine Code and Assets under the License.

“Asset” means any artwork or other content assets that Epic may provide you for use with the Engine Code.

“Distribute” means to provide or otherwise make a copy available, or to make its functionality available on a network.

“Engine Code” means the Source Code and object code of the Unreal® Engine, including any future Versions, as made available to you by Epic under this Agreement, and any object code compiled from that Source Code.

“Engine Licensee” means a third party who is separately licensed by Epic to use the Engine Code and Assets.

“Engine Tools” means editors and other tools included in the Engine Code that may be used to develop products based on the Unreal® Engine.

“Epic” means, depending on the location of your primary residence or primary place of business:

- a. Epic Games, Inc., a Maryland Corporation having its principal business offices at Box 254, 2474 Walnut Street, Cary, North Carolina, 27518, U.S.A.; or
- b. Epic Games International S.à r.l., a Luxembourg Société à Responsabilité Limitée, located at Atrium Business Park, 33 rue du Puits Romain, L8070 Bertrange, Grand-Duchy of Luxembourg, acting through its Swiss branch, having its principal business offices at Lindenstrasse 16, 63412 Baar, Switzerland.

“Epic Trademarks” means the trademarks, service marks, trade names and logos associated with Epic, Epic’s games and other intellectual property, and the Unreal® Engine.

“Feedback” means any feedback or suggestions that you provide to Epic regarding the Licensed Technology.

“Licensed Technology” means the Engine Code and the Assets, including as modified by you under the License.

“Product” means any product developed under this Agreement that combines any Licensed Technology with any other software or content, regardless of how much or little of the Licensed Technology is used.

“Source Code” means the human readable form of a software program, including all modules it contains, plus any associated interface definition files, scripts used to control compilation, and installation of an executable (object code).

“Submission” means any code, whether in Source Code format or object code format, or any other information or content, that you make available to Epic by any means (*e.g.*, via submissions to forums, wiki, or Epic’s GitHub UnrealEngine Network, or through email or otherwise).

“Subscription” means Epic’s provision of access, under the License, to future Versions of the Engine Code and future Assets that Epic makes available to the public.

“Third Party Software” means third party software components included in the Engine Code.

“Unreal® Engine” means the proprietary computer software program known as the Unreal® Engine and any updates or upgrades to the program made available by Epic.

“User” means an individual user who uses a valid Account to access the Engine Code and Assets. If you are an individual, “User” means you. For legal entities, “User” means the individual employee or agent through whom you are exercising rights under this Agreement.

“Version” means any updated or upgraded version of the Engine Code that Epic chooses to make available to the public.

“You,” “your” or “yourself”, whether or not capitalized in this Agreement, means you as an individual or the legal entity exercising rights under this Agreement through you. For legal entities, “you,” “your” and “yourself” include any entity that controls, is controlled by, or is under common control with you, where “control” means the power, direct or indirect, to cause the direction or management of the entity in question, whether by contract or otherwise, or ownership of 50% or more of the outstanding shares or beneficial ownership of the entity in question.

25. Miscellaneous

This Agreement and any document or information referred to in this Agreement constitute the entire agreement between you and Epic relating to the subject matter covered by this Agreement. All other communications, proposals, and representations with respect to the subject matter covered by this Agreement are excluded. However, for clarity, any agreements previously signed by you and Epic regarding the Engine Code or Assets are not modified or otherwise affected by this Agreement, and they will continue in effect in accordance with their terms.

The original of this Agreement is in English; any translations are provided for reference purposes only. You waive any right you may have under the law of your country to have this Agreement written or construed in the language of any other country.

This Agreement describes certain legal rights. You may have other rights under the laws of your jurisdiction. This Agreement does not change your rights under the laws of your jurisdiction if the laws of your jurisdiction do not permit it to do so. Limitations and exclusions of warranties and remedies in this Agreement may not apply to you because your jurisdiction may not allow them in your particular circumstance. In the event that certain provisions of this Agreement are not enforceable in your jurisdiction, those provisions shall be enforceable to the furthest extent possible under applicable law.

Any act by Epic to exercise, or failure or delay in exercise of, any of its rights under this Agreement, at law or in equity will not be deemed a waiver of those or any other rights or remedies available in contract, at law or in equity.

Unless otherwise stated in this Agreement, if any term of this Agreement is held by a court or tribunal of competent jurisdiction to be unenforceable, the term will be enforced to the maximum extent permissible and the remaining terms of this Agreement will remain in full force and effect. You agree that this Agreement does not confer any rights or remedies on any person other than the parties to this Agreement, except as expressly stated.

Epic's obligations are subject to existing laws and legal process, and Epic may comply with law enforcement or regulatory requests or requirements despite any contrary term in this Agreement.