

Usage rules for Digital Goods ("Rules")

Unless otherwise stated, capitalized terms are defined in the Fenix Alliance Master Services Agreement ("MSA") or Fenix Alliance Terms of Sale (together with the MSA, "Terms"). These Rules include those in the first section below, which are applicable to multiple Digital Goods ("General Rules"), and those in the table below, which are specific to the applicable Digital Good (or applicable Service providing the Digital Good) ("Additional Service-Specific Rules"). Unless otherwise expressly noted in the Additional Service-Specific Rules, the General Rules apply to all Digital Goods. We may modify these Rules at any time.

General Rules

All Digital Goods are licensed, not sold. Your right to access or use any Digital Good is subject to your compliance with (a) all license terms, license limitations, codes of conduct, and payment terms in the Terms, (b) your payment in full for the applicable Digital Good, (c) these Rules, and (d) any additional terms provided when you acquire your license. Digital Goods may be used only as expressly permitted in the Terms or these Rules; all other uses are prohibited (unless you have contacted the copyright owner and received prior, written consent to the contrary). The Terms and these Rules apply even if the price or payment due for a Digital Good is zero. If these Rules conflict with the Terms (or any other terms), these Rules control what you can do with Digital Goods, with one exception – if the webpage or other page in the Store or applicable Service for a specific Digital Goods item specifies a different number of devices or otherwise specifies particular rights or limitations that vary from these Rules, that webpage or other page will control as to the expressly conflicting statements, but only for that particular Digital Goods item.

Digital Goods are licensed solely for your personal, non-commercial use (which excludes use for promotional purposes), at a level customary for such use. Fenix Alliance may stop distributing any Digital Good, or add to or reduce the capabilities for any Digital Good, at any time. You may lose access to or capabilities of Digital Goods, or have the nature of your access changed (e.g., lose family access, if any), if (a) you violate the Terms or these Rules, (b) you use or try to use Digital Goods in a manner inconsistent with the Terms, these Rules, or the limited license granted to you, (c) you circumvent, or try to circumvent, any technical measures designed to limit access or enforce license limitations, (d) you fail to pay a recurring subscription fee, (e) you fail to maintain a current payment method for your account, (f) you change your country or region, (g) you fail to maintain a current email address associated with your account, (h) you fail to log into a given Service



sufficiently frequently to refresh your Digital Goods electronic licenses as described in the Additional Service-Specific Rules below, (i) we cancel or terminate the applicable Service or cease supporting the applicable device, or (j) we lose our rights to continue to distribute the Digital Good to you, or to distribute it to you in the same manner. Except as may be permitted below, you may not transfer or resell any licenses to any Digital Goods. If you sell any device containing Digital Goods, the purchaser will not acquire any right to use the Digital Goods. We may use technologies to verify your compliance with these Rules.

Certain Services require you to register the devices on which you access Digital Goods and to access the Service from that device in order to maintain access. Registered devices may include personal computers ("PC"), laptops, tablets, video game consoles, and certain portable or mobile devices, to the extent the device is compatible with the given Digital Good. "ABS Online Service" means the associated proprietary online service of Alliance Business Suite Online services ("ABS Online"). Licenses for certain Digital Goods may be renewed if you log back into the Service and, at that time, have not exceeded device limits. You may need to be connected to a PC or ABS Registered Device to refresh licenses for other Digital Goods. Such loss may be temporary or permanent as determined by Fenix Alliance. If you register too many devices, Fenix Alliance may automatically deregister a device to make room for a new one. Fenix Alliance may limit how frequently you can manually register and de-register a given device to avoid attempts to exceed device limitations. Subject to the above, you can manage your registered devices in the settings page for your Alliance ID account or for a particular Service. Not all devices have the same capabilities, and not all Digital Goods or Services (or specific functionalities of either) may be available on any given device. The individual Service may include a list of compatible device types, but because consumer electronic devices evolve continually, it is solely your responsibility to check whether a given device is compatible with the Digital Good you want to purchase before you purchase it. If the Service includes the ability to stream a Digital Good, you must be logged into the Service from the registered device on which you want to stream, and, in addition to limitations in the Terms, your ability to download and stream requires Internet access with sufficient bandwidth, which you must obtain on your own, at your own cost. Certain Digital Goods may be licensed only for the territory associated with your Alliance ID account; you may not be able to download or stream (as applicable) such Digital Goods when you are outside that territory.



Certain Digital Goods can be downloaded or streamed, as applicable, only to devices associated with your Alliance ID account, subject to the limits stated in the table below. Additional rules may apply in addition to the General Rules above.