

## Rising Thunder: Community Edition - End User License Agreement

This agreement (the “**Agreement**”) sets forth the terms and conditions by which Riot Games, Inc. and its subsidiaries (“**Riot Games**”) offer you access to use and enjoy:

- The Rising Thunder: Community Edition game, game client, server software, and associated game media (collectively, “**Rising Thunder**”)

1. Grant of Copyright License. We grant you a limited, non-exclusive, non-transferable, revocable license to use, modify the server software source code, and enjoy Rising Thunder for your individual, non-commercial, entertainment purposes only and expressly conditioned upon your compliance with the terms of this Agreement.

2. Reservations of Rights. We (and our licensors) own and reserve all rights and title in and to the characters, character names, chat logs, game recordings and broadcasts, locations, location names, stories, dialog, catch phrases, artwork, graphics, structural or landscape designs, animations, sounds, musical compositions and recordings, audio-visual effects, character likenesses, methods of operation and gameplay (collectively, “**Game Content**”). You can’t create any work of authorship based on the Game Content except as expressly permitted by us.

For more info about what uses we currently permit, please read our Legal Jibber Jabber policy available at <https://www.riotgames.com/legal>.

You are allowed to use the Rising Thunder logo for non-commercial purposes. Except for the non-commercial use of the Rising Thunder logo, you agree that unless we grant you a license, in a signed written contract, you may never use any of our trademarks, service marks, trade names, logos, domain names, taglines, or trade dress.

3. Disclaimer of Warranty. Rising Thunder is provided under this Agreement on an "AS IS" BASIS and WITHOUT WARRANTY, either express or implied, including, without limitation, the warranties of non-infringement, merchantability or fitness for a particular purpose. THE ENTIRE RISK AS TO THE QUALITY OF THE ORIGINAL WORK IS WITH YOU. This DISCLAIMER OF WARRANTY constitutes an essential part of this Agreement.

4. Limitation of Liability. Under no circumstances and under no legal theory, whether in tort (including negligence), contract, or otherwise, shall the Riot Games be liable to anyone for any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this Agreement or the use of Rising Thunder including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses. This limitation of liability shall not apply to the extent applicable law prohibits such limitation.

5. Arbitration of disputes. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration Los Angeles, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its

Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

6. Class Action Waiver. WHERE PERMITTED UNDER APPLICABLE LAW, YOU AND RIOT GAMES 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 ACTION. Unless both you and Riot Games agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, exclusive of its provisions on conflicts of laws. In the event that either you or Riot Games commence a court action, any such action shall be brought exclusively in the state or federal courts located in Los Angeles County, California, and you and Riot Games both submit to personal jurisdiction there.

8. Termination. Riot Games may, in its sole and absolute discretion, at any time and for any or no reason, suspend or terminate this Agreement and the rights afforded to you hereunder with or without prior notice. If you fail to comply with any terms and conditions of this Agreement then this Agreement and any rights afforded to you hereunder shall terminate automatically. Upon the termination of this Agreement, you shall cease all use of and uninstall Rising Thunder. Sections 3-7 and 9 shall survive termination of this Agreement.

9. Miscellaneous. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. If the provision is not able to be reformed, it shall be severed and the remainder of this Agreement shall be given full force and effect.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT, AND THAT BY USING OR ACCESSING RISING THUNDER, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN.