



## Unreal® Engine Trademark License Agreement

This Unreal Engine Trademark License Agreement (the “**Agreement**”) applies to your use of certain trademarks associated with Epic’s proprietary computer software program known as Unreal Engine (the “**Unreal Engine Trademarks**”).

This Agreement is a legal document detailing your rights and obligations related to licensed uses of the Unreal Engine Trademarks. When we say, “**you**,” “**your**” or “**yourself**”, we mean you as an individual or the legal entity exercising rights under this Agreement through you. When we say “**Epic**,” “**we**” or “**us**,” we are referring to the Epic entity entering into this agreement with you, as identified in Section 9.

**PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS A CLASS-ACTION WAIVER PROVISION. IF YOU ACCEPT THIS AGREEMENT, YOU AND EPIC AGREE TO RESOLVE DISPUTES ONLY IN YOUR INDIVIDUAL CAPACITIES AND NOT AS PART OF A CLASS ACTION (SEE SECTION 16). YOU HAVE A TIME-LIMITED RIGHT TO OPT OUT OF THIS WAIVER. BY AGREEING TO THE TERMS OF THIS AGREEMENT, YOU ARE ALSO AGREEING TO CONTRACTUAL TERMS THAT WILL LIMIT SOME OF YOUR LEGAL RIGHTS, INCLUDING A DISCLAIMER OF WARRANTY, AN EXCLUSION OF CERTAIN KINDS OF DAMAGES, AND A LIMITATION OF LIABILITY.**

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## The Unreal Engine Trademarks

### 1. What Unreal Engine Trademarks are Being Licensed to You

The Unreal Engine Trademarks licensed under this Agreement are those trademarks, whether registered or unregistered, identified as “UE Logos” on <https://www.unrealengine.com/branding> or such successor URL as Epic may designate (“**Branding Guidance Page**”). No license is granted under this Agreement to any other names or logos associated with any of Epic’s services, products, or characters.

### 2. What License is Being Granted to Use the Unreal Engine Trademarks

Subject to the terms and conditions in this Agreement, Epic grants you a worldwide, royalty-free, non-exclusive, non-transferable (except as provided in Section 10), non-sublicensable license to use the Unreal Engine Trademarks solely in accordance with the permitted uses identified in Section 3 (the “**License**”). You will not make any uses of the Unreal Engine Trademarks except as permitted under the License.

### 3. What are the Permitted Uses of the Unreal Engine Trademarks

#### a. Unreal Engine Products

While you have an agreement in place with Epic that permits you to make use of the software program known as Unreal Engine (an “**Unreal Engine License Agreement**”), you are permitted to use the Unreal Engine Trademarks in connection with the manufacture, promotion, advertising, distribution and sale of your Unreal Engine Products (defined below). Your use of the Unreal Engine Trademarks in connection with an Unreal Engine Product must be limited to accurately identifying that it was created using Unreal Engine. “**Unreal Engine Products**” are those products, services, or any other projects that you are authorized to create and distribute under your Unreal Engine License Agreement.

\*Permitted: Displaying the Unreal Engine Trademarks on your video game’s packaging to show that the game was made using Unreal Engine.\*

\*Not permitted: Allowing players to interact with the Unreal Engine Trademarks as part of the gameplay of your video game.\*

#### b. Unreal Engine Compatible Products

You are also permitted to use the Unreal Engine Trademarks in connection with the manufacture, promotion, advertising, distribution and sale of a product, service, or any other project that is compatible with or capable of integrating with Unreal Engine (each an “**Unreal Engine Compatible Product**”). Your use of the Unreal Engine Trademarks in connection with an Unreal Engine Compatible Product must be limited to accurately identifying that it is compatible with or capable of integrating with Unreal Engine.

\*Permitted: Using the Unreal Engine Trademarks to show that a digital asset you are offering for sale can be imported into Unreal Engine.\*

\*Not permitted: Incorporating the Unreal Engine Trademarks into the design of a digital asset you are offering for sale.\*

### c. Use by Publishers and Distributors

As part of your rights under the License, you may permit your publishers and distributors to manufacture, promote, advertise, distribute and sell a product, service, project or materials featuring the Unreal Engine Trademarks on your behalf, but only to the extent that you would be permitted to do so yourself under Section 3. All uses of the Unreal Engine Trademarks by your publishers and distributors will be subject to the terms of this Agreement, and you will be responsible for all such uses—including their violations of this Agreement.

## 4. Quality Control Restrictions on Use of the Unreal Engine Trademarks

### a. Epic's Standards

You acknowledge that you are familiar with the high standards, quality, style, and image of Epic. You will only use the Unreal Engine Trademarks in a manner consistent with Epic's standards, quality, style, and image, and you will not, and will not permit others to, do anything that could tarnish, dilute, or affect the validity or enforceability of the Unreal Engine Trademarks or cause consumer confusion or diminish any goodwill relating to any Unreal Engine Trademarks. In addition, you will only use the Unreal Engine Trademarks in a manner consistent with Epic's Content Guidelines (available at <https://www.epicgames.com/site/en-US/content-guidelines>) and will not use the Unreal Engine Trademarks in any manner that suggest that you or your Products (as defined below) are affiliated with, endorsed by, or sponsored by Epic. It is your responsibility to ensure that you and your publishers' and distributors' uses of the Unreal Engine Trademarks comport with Epic's standards and the terms of this Agreement. Submitting your proposed uses of the Unreal Engine Trademarks to Epic does not absolve you of this responsibility.

As part of fulfilling this obligation, you must strictly comply with the then-current version of Epic's trademark usage and policies that Epic may update from time to time ("Brand Manual") when using the Unreal Engine Trademarks. The current version of the Brand Manual may be found at <https://www.unrealengine.com/en-US/branding> or such successor URL as Epic may designate ("Branding Homepage").

### b. Advanced Approval of Uses Required

At least 30 days before each use you want to make of the Unreal Engine Trademarks, you must submit information about your proposed use to Epic by following the instructions on the Branding Homepage (each such submission a "Proposed Use Notification"). If your Proposed Use Notification relates to an Unreal Engine Product or Unreal Engine Compatible Product (collectively "Products"), then upon Epic's request you must also provide Epic with a free means of accessing the Product.

You may not make any use of the Unreal Engine Trademarks until Epic receives your Proposed Use Notification and approves it in writing. Epic will make reasonable efforts to respond to Proposed Use Notifications within 30 days, but Epic does not guarantee any response times.

### **c. Rejection of Uses**

Even after a Proposed Use Notification has been approved, if Epic, in its sole discretion, later determines that a use you are making of the Unreal Engine Trademarks does not comport with Epic's standards or the terms of this Agreement, Epic may revoke its approval. If your use is no longer approved, you must take all reasonable steps to immediately cease such use.

## **5. Other Restrictions on Use of the Unreal Engine Trademarks**

### **a. Compliance With Laws**

You will comply with all applicable laws, rules, and regulations when using the Unreal Engine Trademarks, and you will ensure that any products, services, projects or materials that you use the Unreal Engine Trademarks in connection with comply with all applicable laws and regulations.

### **b. Trademark Notices**

You will ensure that all products and materials in which the Unreal Engine Trademarks are used are marked with the appropriate trademark notices as indicated in the Brand Manual.

### **c. Other Restrictions**

You will not, directly or indirectly, (i) assert or claim any interest in the Unreal Engine Trademarks; (ii) register, adopt or use any name, trademark, domain name, URL, username or other designation that includes or violates Epic's rights in the Unreal Engine Trademarks or (iii) alter, animate, or distort the Unreal Engine Trademarks or combine it with any other symbols, words, images or designs.

## **6. Who Owns What**

### **a. Acknowledgement of Ownership**

You acknowledge that Epic is the worldwide owner of the Unreal Engine Trademarks. Any goodwill derived by you from use of the Unreal Engine Trademarks will inure to the sole benefit of Epic. If you acquire any rights in the Unreal Engine Trademarks, by operation of law or otherwise, such rights will be deemed and are hereby irrevocably assigned to Epic without further action by any of the parties.

You will not grant or attempt to grant a security interest in, or otherwise encumber, the Unreal Engine Trademarks.

### **b. Protection of the Unreal Engine Trademarks**

You will provide Epic with notice as soon as possible if you become aware of any actual, suspected, or threatened situations that have the potential to tarnish, dilute, or affect the validity or enforceability of the Unreal Engine Trademarks or to cause consumer confusion or diminish any goodwill relating to any Unreal Engine Trademarks. Situations you must notify Epic about include any infringement of the Unreal Engine Trademarks, claims that the Unreal Engine Trademarks registrations are invalid, and claims that your use of the Unreal Engine Trademarks under this Agreement infringes the rights of a third party.

The notice you provide to Epic must be in writing and give reasonably detailed information about the situation. Epic will decide, in its sole discretion, what action to take regarding any situation you report. You will also provide any additional information and assistance that Epic may reasonably request and will cooperate with Epic in all respects.

## Our Relationship

### 7. The Agreement Between You and Epic

#### a. Amendments

If we make changes to this Agreement, you are not required to accept the amended Agreement. If we make changes, we will provide you with notice, such as by sending an email or giving you notice when you next log into an Epic service. If you do not accept an amendment, this Agreement will continue to govern the License granted to you. Epic may not, however, review or approve your new Proposed Use Notifications unless you have accepted the amended Agreement.

#### b. Alternative and Additional Terms

This Agreement does not supersede, amend or otherwise affect other agreements you may have with us or any sublicensee authorized by us, other than as described in Section 7.a. For example, this Agreement does not alter obligations you may have under an Unreal Engine License Agreement to provide attribution to Epic in the credits of an Unreal Engine Product. Likewise, the Epic Terms of Service ([epicgames.com/tos](http://epicgames.com/tos)) apply to your access and use of Epic's websites. This means that the Epic Terms of Service apply when you access the Branding Guidance Page and any assets made available to you from that page.

#### c. Notice

Where this Agreement calls for notice from us, including written notice, we may provide notice to you through the Epic services or by any email address that you've provided to us. Our notices, when provided to you through the Epic services, will be effective when you access the Epic services, and when sent to you by email, will be effective when they are sent.

### 8. Who are You?

#### a. You

If you exercise the License on behalf of another person or entity, (i) all references to "you" throughout this Agreement will include, and this Agreement will be binding on, that person or entity, (ii) you represent that you are authorized to accept this Agreement on that person's or entity's behalf, and (iii) in the event you violate this Agreement, that person or entity agrees to be responsible to us.

#### b. Eligibility for This Agreement

If you are under the age of legal majority where you live or otherwise require the consent of a parent or legal guardian to enter into this Agreement under applicable law, you may only exercise the License under the

supervision of a parent or legal guardian who also agrees to be bound by this Agreement.

You are not eligible to enter into this Agreement or exercise the License if you are, or are acting on behalf of, a person or entity that is (i) on the Specially Designated Nationals and Blocked Persons List or other similar lists maintained by any U.S. government entity pursuant to economic sanctions laws or (ii) located in, organized in, or ordinarily resident in any country or territory that is subject to a U.S. embargo.

## 9. Who is Epic?

The Epic entity entering into this Agreement with you corresponds to where you live (or where your primary place of business is), as set forth below:

- If you live (or your primary place of business is) in the United States of America, the Epic entity entering into this Agreement with you is Epic Games, Inc.
- If you live (or your primary place of business is) outside the United States of America, the Epic entity entering into this Agreement with you is Epic Games Commerce GmbH.

## 10. Privacy

Your privacy is important to us. Please review our Privacy Policy ([epicgames.com/privacypolicy](https://epicgames.com/privacypolicy)). It describes how we collect, use, and share information when you use the Epic services that link to this Privacy Policy.

## Other Rights and Obligations

## 11. Term and Termination

### a. Term

This Agreement will continue in effect unless terminated as described below.

### b. Termination for Breach

Epic may terminate this 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 fully comply with the Brand Manual constitutes a material breach of this Agreement.

### c. Termination for Challenging the Unreal Engine Trademarks

This Agreement will terminate automatically as of the date you or any of your related entities challenges the validity of or Epic's ownership of the Unreal Engine Trademarks.

### d. Effect of Termination

Upon any termination of this Agreement, the License will automatically terminate. This means you must immediately stop making use of the Unreal Engine Trademarks. Sections 4.a, 4.c and 5-17 will survive any termination of this Agreement.

## **12. Disclaimers**

Nothing in this Agreement will prejudice any statutory rights that you have that may not be waived. Some countries, states, provinces or other jurisdictions do not allow the exclusion of certain warranties or the limitation of liability as stated in this and the next sections, so the below terms may not fully apply to you. In those jurisdictions, the exclusions and limitations below apply only to the extent permitted by the applicable laws of such jurisdictions.

THE UNREAL ENGINE TRADEMARKS, INCLUDING ALL RELATED INFORMATION, CONTENT, AND MATERIALS, ARE PROVIDED BY EPIC ON AN “AS IS” AND “AS AVAILABLE” BASIS. EPIC AND ITS AFFILIATES, LICENSORS AND SERVICE PROVIDERS (THE “**EPIC PARTIES**”) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE UNREAL ENGINE TRADEMARKS. YOUR USE OF THE UNREAL ENGINE TRADEMARKS IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, THE EPIC PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. THE EPIC PARTIES DO NOT WARRANT THAT ALL INFORMATION, CONTENT, AND MATERIALS PROVIDED TO YOU BY EPIC ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FOREGOING WARRANTY DISCLAIMERS WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

## **13. Limitation of Liability**

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE EPIC PARTIES WILL NOT BE LIABLE FOR ANY LOSS OF PROFITS OR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. FURTHER, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE EPIC PARTIES’ AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED \$1,000. SEEKING DAMAGES AS LIMITED BY THIS SECTION 13 WILL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY ACT OR OMISSION OF THE EPIC PARTIES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY AND EXCLUSIONS OF POTENTIAL DAMAGES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

## **14. Indemnification**

This section only applies to the extent allowed by the applicable laws of your jurisdiction. If the applicable laws of your jurisdiction do not allow you to enter into the indemnification obligation below, then you assume, to the extent permitted by the applicable laws of your jurisdiction, all liabilities, damages, judgments, awards, losses, costs, expenses, and fees (including reasonable attorney and expert witness fees) that are the stated subject matter of the indemnification obligation below.

You will indemnify and hold harmless the Epic Parties from and against all liabilities, damages, judgments, awards, losses, costs, expenses, and fees (including reasonable attorney and expert witness fees) arising out of or in connection with any third-party claims, demands, or actions (i) that, if true, would involve a breach by you of

this Agreement (including, without limitation, use by you of any the Unreal Engine Trademarks in violation of this Agreement), or (ii) related to your Products or your exercise of the License (except to the extent the third party is alleging your authorized use of unmodified Unreal Engine Trademarks originally provided to you by Epic infringes any trademark or copyright).

## 15. Governing Law and Jurisdiction

Any dispute or claim by you arising out of or related to this Agreement will be governed by North Carolina law, exclusive of its choice of law rules. You and Epic will submit to the exclusive jurisdiction of the Superior Court of Wake County, North Carolina, or, if federal court jurisdiction exists, the United States District Court for the Eastern District of North Carolina. You and Epic waive any jurisdictional, venue, or inconvenient forum objections to such courts (without affecting either party's rights to remove a case to federal court if permissible), as well as 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 will be construed against the drafter will not apply to this Agreement. This paragraph will be interpreted as broadly as applicable law permits.

## 16. No Class Actions

To the maximum extent permitted by applicable law, you and Epic will only bring disputes arising out of or related to this Agreement in an individual capacity and will not:

- seek to bring, join, or participate in any class or representative action, collective or class-wide arbitration, or any other action where another individual or entity acts in a representative capacity (e.g., private attorney general actions); or
- consolidate or combine individual proceedings or permit another to do so without the express consent of all parties to this Agreement.

You have the right to opt-out of this class action waiver within 30 days of the date on which you first accepted this Agreement unless a longer period is required by applicable law. To exercise this right, you must send written notice of your decision to the following address: Epic Games, Inc., Legal Department, ATTN: CLASS ACTION OPT-OUT, Box 254, 2474 Walnut Street, Cary, North Carolina, 27518, U.S.A. Your notice must include your name, mailing address, and account name, and state that you wish to opt-out of this class action waiver. To be effective, this notice must be received by Epic and postmarked or deposited within 30 days of the date on which you first accepted this Agreement. You are responsible for ensuring that Epic receives your opt-out notice, so you may wish to send it by a means that provides for a delivery receipt.

## 17. Miscellaneous

### a. Support

Epic does not have any support obligations with respect to your Products or any materials you may access from the Branding Guidance Page. Support resources related to Unreal Engine may be obtained at <https://www.unrealengine.com/support>.

## **b. No Assignment**

You may not assign your rights or obligations under this Agreement, including any rights to use the License. Any attempted assignment in violation of the foregoing will be void. We may assign this Agreement, in whole or in part, with or without notice to you.

## **c. Relationship of the Parties**

The relationship between you and Epic will be that of independent signatories, and nothing in this Agreement will be construed to constitute either party an agent of the other party. Without limiting the foregoing, neither party will have authority to act for or to bind the other party in any way, including to make representations or warranties or to execute agreements on behalf of the other party. This Agreement will not be construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon any party.

## **d. Language**

To the fullest extent permitted by applicable law, the controlling language for this Agreement is English. It is the express wish of the parties that this Agreement and all related documents have been drawn up in English. Any translation has been provided for your convenience.

## **e. No Waiver; Severability**

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. 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.

## **f. Survival**

Upon conclusion of this Agreement, all royalties due to Epic will become immediately due and payable and all rights and remedies of Epic will survive.

## **g. Entire Agreement**

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.