

End User License Agreement and Terms of Service

(Gamestream Cloud Gaming)

Rev 1.0 Last Updated February 7, 2020

PLEASE READ THE END USER LICENSE AGREEMENT AND TERMS OF SERVICE (“EULA”) CAREFULLY. This EULA is a binding agreement between Capcom U.S.A., Inc. (“Capcom”) and you (“You”) and governs Your use of (i) the Capcom game, including updates and additional content (the “Game”) and (ii) related online services (“Service”). Capcom’s privacy policy (“Privacy Policy”), which can be found on http://www.capcom.com/capcom/legal_privacy/privacy.html, forms an integral part of this EULA and is incorporated herein by reference.

BY CLICKING THE "ACCEPT" BUTTON, OR BY USING AND CONTINUING TO USE THE GAME, YOU AGREE THAT THIS EULA AND PRIVACY POLICY ARE ENFORCEABLE LIKE ANY WRITTEN CONTRACT SIGNED BY YOU. IF YOU DO NOT AGREE TO THE EULA OR PRIVACY POLICY, DO NOT USE THE GAME OR SERVICE.

You represent that (i) you are of legal age to form a binding contract and (ii) in the event you are acting as an employee of a corporation or other form of organization, you have the authority to bind your employer to the EULA.

Capcom reserves the right to change, modify, add or delete terms of this EULA at any time in accordance with the procedures described below in Section 10.

1. GRANT OF LICENSE AND LICENSE LIMITATIONS

1.1 License Grant. Subject to and conditioned upon compliance by You with the terms and conditions of this EULA and additional terms and conditions of the applicable third party platform to which the Game is connected by network, including Gamestream cloud gaming platform, as applicable (the “Third Party Platform”), Capcom grants You a non-exclusive, non-commercial, non-transferable, revocable, personal license (without the right to sublicense) to use the Game streamed through the Third Party Platform. In case You are a corporation or other form of organization, You may allow your employees and customers visiting Your commercial establishment to use the Game streamed through the Third Party Platform solely within such commercial establishment.

1.2 Limitations. You shall not, directly or indirectly, (i) reproduce the Game; (ii) sell, lease, license, distribute, market or otherwise commercialize the Game or any of its parts; (iii) reverse engineer, decompile, disassemble, adapt, or create derivative works of the Game; (iv) remove, alter,

disable or circumvent any copyright and trademark indications or other authorship and origin information, notices or labels contained on or within the Game; or (v) transmit or propagate any virus, trojan horse, worm, bomb, corrupted file and/or similar destructive device or corrupted data in relation to the Game, and/or organize, participate in or be involved in any way in an attack on Capcom's servers and/or the Game.

1.3 Reservation. The Game is being licensed, and not sold, to You. The EULA shall confer no title or ownership in the Game. All rights not expressly granted under the EULA are reserved by Capcom.

2. USE OF SERVICE

2.1 You may access and use the Service in connection with playing the Game and in accordance with (i) this EULA and (ii) the applicable terms of service or subscriber agreement with the Third Party Platform. You shall adhere to all laws, rules, and regulations applicable to Your use of the Service. You acknowledge and agree that Capcom does not guarantee any service level agreement.

2.2 You agree that Capcom may modify or temporarily suspend the Service without prior notice. During any such suspension period, You may be unable to access any information You have stored on the Service. Such suspension may occur when Capcom is conducting regular or emergency maintenance on the Service.

3. NO ONLINE FEATURES

You acknowledge the online features of the Game that are available on other platforms are not available on the Third Party Platform.

4. OWNERSHIP

Except for the license rights granted under this EULA, all title, ownership rights and intellectual property rights in and to (i) the Game (including, without limitation, all text, graphics, music or sounds, characters, names, themes, costumes, videos, audio-visual effects and any other elements which are part of the Game, individually or in combination) and any and all copies thereof. The Game is protected by national and international laws, copyright treaties and conventions and other laws.

5. USER FEEDBACK

By submitting Your feedback, impressions, comments, and suggestions relating to the Game ("Feedback"), You acknowledge and agree that: (a) Capcom is not under any obligation of

confidentiality, express or implied, with respect to the Feedback; (b) Capcom shall be entitled to use or disclose (or choose not to use or disclose) the Feedback for any purpose, in any way, worldwide; (c) Capcom may have something similar to the Feedback already under consideration or in development; (d) the Feedback automatically becomes the property of Capcom without any obligation of Capcom to You, and You hereby irrevocably transfers and assigns, and will irrevocably transfer and assign, to Capcom all copyrights, patents and any other intellectual property rights in and to the Feedback; and (e) You are not entitled to any compensation or reimbursement of any kind from Capcom with respect to any use by Capcom of the Feedback under any circumstances.

6. COLLECTION OF USER DATA

In order to provide You with a better game experience, Capcom may collect and store data about You in relation to Your use of the Game and Service, Your connection information and/or Your platform. In addition, certain non-personally identifiable, game usage data (such as actual game plays and summary statistics thereof) are recorded, archived, analyzed and used to create user statistics. All rights to such information, data and usage data collected from You hereunder shall belong to Capcom.

7. WARRANTY DISCLAIMER, LIMITATION OF LIABILITY

THE GAME AND SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, CAPCOM DOES NOT MAKE AND HEREBY DISCLAIMS ANY GUARANTEES, CONDITIONS, WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY OR OTHER TERMS INCLUDING AS TO: (A) ITS CONFORMITY, ACCURACY, CURRENTNESS, COMPLETENESS, RELIABILITY OR SECURITY, (B) ITS SUITABILITY FOR A PARTICULAR USE; (C) IMPLIED WARRANTIES OF TITLE OR NON-INFRINGEMENT, (D) NO LOSS OF DATA OR DAMAGE TO YOUR SYSTEM, INTERRUPTIONS DUE TO A LOST CONNECTION TO INTERNET, SOFTWARE OR HARDWARE FAILURES, OR (E) NO DISRUPTION OF YOUR ABILITY TO PLAY THE GAME. CAPCOM DOES NOT WARRANT THAT THE GAME OR SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; THAT THE GAME AND SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT THE SERVICE SHALL COMPLY WITH ANY SERVICE LEVEL AGREEMENT. YOUR SOLE AND EXCLUSIVE RECOURSE IN THE EVENT OF ANY DISSATISFACTION WITH OR DAMAGE ARISING FROM THE GAME OR SERVICE, AND CAPCOM'S MAXIMUM LIABILITY UNDER THIS EULA, SHALL BE LIMITED TO YOUR DIRECT DAMAGES, NOT TO EXCEED THE AMOUNT PAID FOR THE GAME.

IN NO EVENT SHALL CAPCOM BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE GAME OR SERVICE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, REVENUE OR DATA, HOWEVER CAUSED AND UNDER ANY LEGAL THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICTLY LIABILITY), AND

EVEN IF CAPCOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH IN THIS EULA.

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF IMPLIED WARRANTIES OR LIABILITY, IN SUCH STATES OR JURISDICTIONS, CAPCOM'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

8. INDEMNITY

You are solely responsible for any damage caused to Capcom as a result of Your violation of this EULA. YOU HEREBY AGREE TO DEFEND, INDEMNIFY CAPCOM AND ITS AFFILIATES AGAINST ANY CLAIMS OR ALLEGED CLAIMS, LIABILITIES, LOSSES, DAMAGES AND ALL COSTS (INCLUDING ATTORNEYS AND OTHER LEGAL FEES AND COSTS), DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO YOUR FAULT AND/OR RESULTING FROM (A) A VIOLATION OF ANY PROVISION OF THIS EULA OR (B) YOUR USE OR MISUSE OF THE GAME OR SERVICE. Capcom reserves the right to take sole responsibility, at its own expense, for conducting the defense of any claim for which You agreed to indemnify Capcom. The provisions of this Section 8 shall remain in force after termination of this EULA.

9. TERM AND TERMINATION

9.1 Term. The EULA is effective upon acceptance by You and terminates when terminated according to the terms of this EULA.

9.2 Termination of EULA. You may terminate this EULA, at any time, for any reason. Your rights under this EULA will automatically terminate without notice if You fail to comply with any term or condition of this EULA. Upon termination, Your license to the Game and Service shall terminate, and You may lose all information and data associated with the Game.

10. CHANGES TO EULA

Capcom reserves the right, in its sole and absolute discretion, to revise, update, change, modify, add to, supplement, or delete certain terms of this EULA for security, legal, best practice or regulatory reasons. Such changes will be effective with or, as applicable, without prior notice to You. You can review the most current version of this EULA by clicking on the "EULA" link located on Capcom's website. You are responsible for checking this EULA periodically for changes. If any future changes to this EULA are unacceptable to You or cause You to no longer be in agreement or compliance with this EULA, You may terminate this EULA in accordance with Section 9. Your continued use of the Game following any revision to this EULA constitutes Your complete and irrevocable acceptance of any and all such changes.

11. GENERAL

11.1 Governing Law. This EULA and any claim, controversy or dispute arising under or related to this EULA will be governed by and construed in accordance with the substantive laws of the United States and the State of California, as such laws are applied to contracts made and performed entirely within California between California residents. Any action or proceeding brought to enforce the terms of this EULA or to adjudicate any dispute arising out of this EULA shall be brought in San Francisco County, California (if under state law) or the Northern District of California (if under federal law). Each of the parties hereby submits itself to the exclusive jurisdiction and venue of such courts for purposes of any such action and agrees that service of process with respect to any such action or proceeding shall be sufficient if provided in accordance with the provisions of this Section 11.1.

11.2 Non-US Residents. If You are not a U.S. resident and using the Game outside of the United States, You may have the benefits of certain rights or remedies under certain laws of your residence. In addition, certain laws of your residence may not allow the exclusion or limitation on liability or limit available remedies in certain circumstances.

11.3 Class Action Waiver. ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN COURT OR ARBITRATION, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION, UNLESS BOTH YOU AND CAPCOM SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE JUDICIAL PROCEEDING OR ARBITRATION.

11.4 No Waiver. No failure or delay by Capcom to exercise any right or remedy provided under this EULA or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Waiver of a right or remedy may be considered to have taken place only after signing of a written statement to this effect by Capcom or by You.

11.5 Severance. If any court of competent jurisdiction or competent authority finds that any provision of this EULA is invalid, illegal or unenforceable, 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. If any invalid, unenforceable or illegal provision of this EULA would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable to reflect Capcom's initial intentions.

11.6 Relationship of the Parties. The relationship of You and Capcom established by this EULA is solely that of independent contractors. Neither party is, nor will be deemed to be, an agent or legal representative of the other party for any purpose. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party.

11.7 Controlling Language. This EULA is in the English language only, which language shall be controlling in all respects, and all versions hereof in any other language shall be for accommodation only and shall not be binding upon the Parties.

11.8 Entire Agreement. This EULA and the Privacy Policy shall constitute and contain the entire and exclusive understanding and agreement of You and Capcom with respect to the subject matter hereof and cancels and supersedes any and all prior and contemporaneous understandings and agreements, whether oral or written, between the parties with respect to the subject matter hereof.