

Square Enix, Inc. ("Square Enix", "Company", "us" or "we") is planning to conduct various rounds of Beta Testing of the upcoming massively multiplayer online role playing game FINAL FANTASY® XIV ("FINAL FANTASY XIV" or "Service"). From all of the applicants, we will select (in our sole discretion) a group of individuals to serve as Beta Testers who may participate in one or more rounds of Beta Testing of FINAL FANTASY XIV prior to its public release and to provide us with certain feedback on their experience.

Please read and agree to the following terms and conditions, if you wish to be eligible to participate in the Beta Testing. However, we do not guarantee that you will be selected to participate in the Beta Testing.

All applicants are required to have a Square Enix ID prior to submitting their application. ANY INDIVIDUAL WHO IS 18 YEARS OF AGE OR OLDER MAY BECOME ELIGIBLE TO PARTICIPATE IN THIS BETA TEST BY ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT BY SELECTING THE "ACCEPT" BUTTON. BY SELECTING THE "ACCEPT" BUTTON, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND ACCEPTED THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. GENERAL TERMS AND CONDITIONS

1.1 Definitions

"Agreement" refers to this Beta Tester Agreement and any exhibits, attachments, or schedules attached hereto, which must be accepted by a Beta Tester prior to his or her participation in the Beta Test.

"Beta Test(ing)" refers to Beta Testing of FINAL FANTASY XIV.

"Beta Tester" refers to each individual selected by Company (in its sole discretion) for participation in the Beta Testing, and a parent or legal guardian, where applicable.

"Community" refers to chats and bulletin boards that Beta Testers will be using to communicate with each other online.

"Company" refers to Square Enix, Inc., or its affiliates, employees, agents, or designees.

"Documentation" refers to all printed materials, such as a manual, accompanying or otherwise associated with the Software and the Beta Testing.

"Others" refers to any third party other than the Company or the said Beta Tester (including, but not limited to, other Beta Testers and people other than Beta Testers), regardless of where the third party is located.

"Product" refers to the FINAL FANTASY XIV software.

"Software" refers to one or more computer programs, in object code form, provided by Company on CDs, DVDs, Blu-Ray discs, or as downloadable files, which may include, among other things, the Product.

"Software License" refers to the software license agreement that must be executed by each individual who desires to participate in the Beta Test, which, when executed, will be incorporated into this Agreement by this reference.

"Square Enix ID" refers to the username provided when a person signs up for a free Square Enix Account and agrees to the Square Enix Account Service Agreement.

1.2 Compliance with this Agreement

The Beta Tester shall comply with this Agreement and all other rules and instructions issued by Company, at all times while participating in the Beta Test and in any online activities

related to or arising out of the Beta Test.

1.3 Notice and Change of Rules, Terms, and Conditions

The Company reserves the right to amend the content of this Agreement in its sole discretion without prior notice to any Beta Tester. Any rules provided to the Beta Testers by the Company, by e-mail or any other method will be considered a part of this Agreement. Notices of any amendments to this Agreement will be effective upon sending or posting, as the case may be.

A Beta Tester's continued participation in this Beta Testing after notification of any amendments to this Agreement will be an indication that the Beta Tester has read and agreed to the amendments. It shall be the Beta Tester's responsibility to check e-mails and postings regularly for any amendments.

1.4 The Term and Termination of the Agreement

This Agreement shall be effective as of the date that the Beta Tester accepts the terms and conditions of this Agreement in the manner described herein and shall continue to be in effect until the Company terminates this Agreement, cancels the Beta Testing, or the Beta Testing ends, whichever occurs first.

Company may terminate this Agreement and the Beta Test at any time, for any or no reason, and without notice. Although the Company has the absolute right to terminate this Agreement at any time, for any reason, and without notice, Beta Tester acknowledges that any of the following circumstances will result in Company's decision to terminate this Agreement: (a) Beta Tester violates any terms or conditions of this Agreement or any other agreements between Beta Tester and Company; (b) Beta Tester infringes or attempts to infringe any of Company's intellectual property rights; or (c) Beta Tester is judged by Company, in its sole discretion, to be unsuitable to participate in the Beta Testing.

Upon the termination of this Agreement, cancellation of the Beta Testing, or at the end of the Beta Testing, Beta Tester shall immediately cease all use of the Products, Software, Documentation, Confidential Information, and other information and materials supplied to Beta Tester by Company and shall promptly return to Company all such information and materials in Beta Tester's possession or control. If Beta Tester downloaded the Software, the copy must be permanently deleted from Beta Tester's computer.

2 BETA TESTER'S RESPONSIBILITIES AND OBLIGATIONS

2.1 General Responsibilities of Beta Tester

Beta Tester shall participate responsibly in the Beta Test. The Beta Tester shall be liable for any damages, costs, or expenses incurred by Others or Company arising directly or indirectly from Beta Tester's participation in the Beta Test.

Beta Tester understands and agrees that the use of the Products, Software, Documentation, and other materials supplied to Beta Tester by Company shall only be used for the purpose of Beta Testing by Beta Tester. Any other use is strictly prohibited.

Beta Tester shall place the Software, Documentation, and other materials supplied to Beta Tester by Company in a safe, secure location, and shall handle all Software with utmost care. Should Beta Tester damage any Software or other materials supplied to Beta Tester by Company, Beta Tester shall report such incident to Company immediately and return the

damaged materials to Company with a brief explanation of the reason for the damage. Beta Tester shall follow all procedures and instructions provided by Company upon its receipt of the damaged materials. Company may elect (in its sole discretion) to repair or replace any damaged materials, but shall have no obligation to do so.

Should any Confidential Information, or other similar information or materials supplied to Beta Tester by Company be stolen or misplaced, Beta Tester shall obtain a police report and report such incident to Company immediately. Beta Tester shall follow procedures and instructions provided by Company upon its receipt of the report of the missing information or materials. Company may, during the Beta Test period, elect to replace the missing information or materials, but shall have no obligation to do so.

Upon Company's request, Beta Tester shall return all Confidential Information, and other similar information or materials supplied to Beta Tester by Company. Company may make such a request at any time and for any reason, including, but not limited to, upon the suspension of Beta Tester's participation in the Beta Test, the termination of this Agreement, the cancellation of the Beta Test, or the completion of Beta Testing. Such information and materials shall be returned to Company within two weeks of Company's request. Beta Tester shall follow the return procedures and instruction given by Company. Beta Tester shall return the same information and materials that Company supplied to Beta Tester and, upon any failure to do so, shall be liable to Company for any damages, costs, or expenses incurred by Company or Others as a result of such failure.

2.2 Beta Tester's Responsibility for Managing Square Enix ID and Password

Beta Tester shall not allow Others to use his or her assigned Square Enix ID and the password corresponding to the Square Enix ID. Beta Tester shall be responsible and liable for any damages that arise, directly or indirectly, from the use of Beta Tester's Square Enix ID and Password by Others whether such information was passed to Others intentionally or unintentionally. Beta Tester shall immediately report to the Company if he or she has forgotten or lost the password that he or she created, or if he or she is aware that Others are making use of such Square Enix ID or password, and shall follow any instructions thereafter provided by Company.

2.3 Beta Tester's Obligations with Respect to Company's Propriety Rights

The Beta Tester shall report to Company, by methods set forth by Company, any impediment of Software or unfavorable conditions in the usage environment or the like, that the Beta Tester encounters while participating in the Beta Testing. All of the Beta Tester's feedback, opinions, comments, and suggestions shall be Company's sole and exclusive property.

Subject to the terms and conditions set forth in the Agreement, Beta Tester is hereby granted a limited, personal, revocable, non exclusive, non sublicensable, non transferable license, during the term of this Agreement, to use a single, object code copy of the Software, and a single copy of the Documentation, all as supplied to Beta Tester by Company, solely for purpose of Beta Tester's participation in the Beta Testing as directed by Company.

Beta Tester shall be solely responsible for management of the Software and the Documentation, and shall use his or her best efforts to prevent unauthorized use thereof or access or damage thereto.

As between Company and Beta Tester, Company shall retain all right, title, and interest in and to the Products, Software, Documentation, and Confidential Information, including any and all

intellectual property rights embodied therein and related thereto and any and all authorized or unauthorized derivative works thereof, including, but not limited to, any and all data, information, and other content generated by Beta Tester's participation in the Beta Test, including Recorded Data (as defined in Section 3.2 below), and all comments, suggestions, opinions, and feedback provided by Beta Tester to Company.

This license permits Beta Tester to use the Software on a single computer. Any additional or expanded use shall constitute a violation of the Agreement and the Software License.

For the avoidance of doubt, Beta Tester shall not have any right to transfer, loan, sell, lease, or otherwise make available to Others, or give consent to Others to use, directly or indirectly, any Products, Software, Documentation, Confidential Information, or other information or materials supplied to Beta Tester by Company in connection with the Beta Test. Furthermore, Beta Tester shall not have any right, directly or indirectly, to reproduce or create derivative works of any Products, Software, Documentation, or other materials supplied to Beta Tester by Company in connection with the Beta Test. Nothing in this Agreement grants or confers, or shall be construed to grant or confer, any rights in the Products, Software, Documentation, Confidential Information, or other information or materials supplied to Beta Tester by Company, expressly or by implication, except the express limited rights set forth herein.

2.4 Beta Tester's Obligations with Respect to Infringement of Company's Proprietary Rights

The Beta Tester shall promptly report to Company any infringement, attempted infringement, or other unauthorized use of any Products, Software, Documentation, or other materials owned or controlled, directly or indirectly, by Company, including the intellectual property rights therein, and will cooperate with Company in any efforts to enforce its rights with respect to such infringement, attempted infringement, or unauthorized use.

2.5 Beta Tester's Responsibility for Expenses

Beta Tester shall be responsible for providing and paying for any and all expenses other than items described herein that Company shall provide, including but not limited to any and all fees for internet access, that may be necessary for participation in the Beta Test.

2.6 Beta Tester's Confidentiality Obligations

"Confidential Information" shall mean (a) any and all information relating to or contained in the Products, Software, Documentation, or other materials supplied to Beta Tester by Company in connection with the Beta Testing, including, without limitation, information relating to the performance, conditions, capabilities, and contents of the Products and Software, methods of reporting and conducting, modification schedule, modification process and its progress in the Beta Testing, AND RECIPIENT'S FEEDBACK, OPINIONS, SUGGESTIONS, AND COMMENTS (POSITIVE AND/OR NEGATIVE) REGARDING THE PRODUCT AND THE SOFTWARE, (b) the existence and the terms of this Agreement, (c) the Square Enix ID and password used by Beta Tester, or by any other Beta Tester, (d) THE IDENTITY OF BETA TESTER AND THE FACT THAT BETA TESTER IS PARTICIPATING IN THE BETA TEST, and (e) any and all information relating to the future or proposed products, services, or business operations of Company. Confidential Information includes, without limitation, all such information disclosed to Beta Tester prior to the execution of this Agreement. Beta Tester acknowledges and agrees that the Confidential

Information constitutes valuable trade secrets of Company and (subject to the other terms of this Section 2.6) agrees to keep Confidential all Confidential Information, and only use Confidential Information in connection with Beta Tester's participation in the Beta Test. Beta Tester shall not disclose, publish, distribute, transmit, post, or otherwise make available, directly or indirectly, any Confidential Information to Others. IN OTHER WORDS, YOU MAY NOT POST OR PUBLISH IN ANY WAY YOUR EXPERIENCE IN THE BETA TEST OR YOUR OPINION OF THE NON-RETAIL VERSION OF FINAL FANTASY XIV ONLINE. However, at some point during the Beta Test, Company may officially announce on the official Beta Test website or via email that certain specified materials may be uploaded and published.

However, Beta Tester may disclose the Confidential Information in accordance with a judicial or governmental order; provided, however, that Beta Tester shall give Company a written notice prior to disclosure within a reasonable time and shall cooperate with Company in any efforts to obtain a protective order or its equivalent and shall comply with the same.

Confidential Information will not, however, include any information that Recipient can prove by documentation (a) was publicly known and made generally available in the public domain prior to the time of disclosure to Beta Tester by Company, (b) became publicly known and made generally available after disclosure to Beta Tester by Company through no action or inaction of Beta Tester, or (c) was in the possession of Beta Tester, without confidentiality restrictions, at the time of disclosure by Company, as shown by Beta Tester's files and records. BETA TESTER HEREBY ACKNOWLEDGES AND AGREES THAT, EVEN AFTER THE COMMERCIAL VERSION OF THE PRODUCT HAS BEEN RELEASED TO THE PUBLIC, BETA TESTER'S CONFIDENTIALITY OBLIGATIONS SHALL CONTINUE, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN.

Beta Tester shall compensate Company for expenses incurred and any damages sustained by the Company as a result of breach of this Section 2.6 by the Beta Tester or by an individual receiving Confidential Information from Beta Tester in violation of this Section 2.6.

Beta Tester, in reporting feedback, opinions, suggestions, and comments to Company, shall not make an account of any personal matter pertaining to Beta Tester or Others.

2.7 Prohibited Conduct

Beta Tester agrees that he or she will not engage in any of the following conduct:

- (a) Obstruct the operation of the Service.
- (b) Edit, alter, or redistribute any information acquired by using the Service.
- (c) Breach any term, condition, or obligations set forth in this Agreement.
- (d) Cause damage to the Company's credibility or reputation.
- (e) Falsify any information supplied by Beta Tester to Company.
- (f) Participate in the Beta Test despite the fact that Company has previously suspended or revoked Beta Tester's privileges to use the PlayOnline service in conjunction with FINAL FANTASY X.
- (g) Violate any rules or guidelines for using the Service.
- (h) Copy, sell, offer to sell, loan, offer to loan, distribute, offer to distribute, publish, or offer to publish any Products, Software, Documentation, Confidential Information, or any other information or materials obtained by Beta Tester in connection with the Beta Test.
- (i) Manipulation, integration, reverse engineering, or analysis of the Software.

- (j) Selling, offering to sell, exchanging, or offering to exchange any characters, character features, points, awards, or other online game content in any media or by any means.
- (k) Any sales activity using the Service for the purpose of profiting or for the purpose of preparing for profiting.
- (l) Use any cheat codes or cheat devices, including but not limited to any third party tools or proprietary developed code sets or tools.
- (m) Harass, torment, intimidate, pester, obstruct, or take advantage of, or in any way hurt or damage, other Beta Testers.
- (n) Acts that will violate or that has a possibility of violating the intellectual property rights of Company or Others.
- (o) Acts that will violate or that create the possibility of violating the property, privacy, or the rights of likeness of Others.
- (p) Acts that discriminate against, insult, or defame Others.
- (q) Acts that lead to crimes or violation of law, or create the possibility of leading to a crime or violation of law, including but not limited to fraud and misrepresentation.
- (r) Acts of sending out or showing images or writings that are obscene, unlawful, constitute child pornography or that relate in any way to child abuse.
- (s) Acts that establish a "pyramid scheme" or multi-level marketing scheme or are soliciting participation in such a scheme.
- (t) Acts that alter or delete information of the Company or Others.
- (u) Acts of pretending to be a person other than you to use the Service.
- (v) Acts of pretending to be a manager, an employee, an agent, or a representative of Company.
- (w) Acts of pre-election campaign, election campaign, or other acts similar to these, as well as acts that are in conflict with any law regarding the election of public officials.
- (x) Acts of or those that resemble religious activity or act of persuading to join religious organization.
- (y) Acts of or those that resemble political activity or act of persuading to join political organization.
- (z) Acts to advertise, publicize, or persuade to Others or acts to obstruct sending and receiving of information to Others.
- (aa) Acts of forwarding, requesting to forward, or fulfilling the request to forward chain mail.
- (bb) Acts to illegally access facilities of Others and facilities supplied for the purpose of providing the Service and acts to impede operation of the Service.
- (cc) Acts of sending to Others or enabling Others to receive of harmful computer program such as virus, "spam," or any annoying e-mail messages.
- (dd) Acts of modifying, reverse engineering, decompiling, or analyzing any Products, Software, or other products, or software belonging to the Company, as well as or creating or distributing any utility for the performance of any of the foregoing.
- (ee) Acts to destroy mutual trust with the Company or with Others.
- (ff) Acts of not executing said procedure when Beta Tester is obligated to take procedures, such as notification to the competent authorities and obtaining permits in accordance to the law and other acts of violating or has a possibility of violating said law.
- (gg) Acts of collecting personal information of Others by fraudulent means.

- (hh) Acts of using the Service or the Beta Testing at a public place such as an Internet caf? without obtaining permission from Company.
- (ii) Acts of violating the law, this Agreement, or public order and standards of decency.
- (jj) Acts of damaging the reputation of Company or infringing on the property of the Company or acts of inflicting a loss to Others or the Company.
- (kk) Acts of making a link to data, etc., which fall under any acts in the above clauses for the purpose of aiding said act.
- (ll) Any other conduct determined by Company, in its sole discretion, to be inappropriate or harmful.

Beta Tester will comply with any and all demands by Company to cease engaging in any conduct prohibited by this Agreement or the Software License.

Without limiting any other rights or remedies that Company may have pursuant to this agreement or applicable law (including, without limitation, Company's right to terminate this Agreement pursuant to Section 1.4, above), Company may suspend Beta Tester's participation in the Beta Test at any time, for any or no reason, and without notice. Beta Tester acknowledges and agrees that, although the Company has the absolute right to suspend Beta Tester's participation in the Beta Test at any time, for any or no reason, and without notice, that Beta Tester's engaging in any of the conduct prohibited herein will result in Company's decision to suspend Beta Tester's participation in the Beta Test or take other actions permitted by this Agreement or by applicable law.

Beta Tester agrees that he or she will compensate Company for any and all damages, costs, or other expenses incurred by the Company or Others as a direct or indirect result of Beta Tester's engaging in any of the conduct prohibited herein.

3 INFORMATION MANAGEMENT

3.1 Management of Personal Information

Company shall not release or provide Beta Tester's personal information to Others for any purposes other than for the purpose of the Beta Testing, customer service, or sending beneficial information to Beta Testers by postal mail or e mail. Beta Tester hereby consents to the sharing of Beta Tester's personal information in the circumstances described herein. Beta Tester shall refer to the terms of Company's privacy policy, which will be posted on Company's official website. Beta Tester hereby grants and agrees to grant to the Company the unrestricted, perpetual right to use and publicly release any and all character names, aliases, etc. as designated or created by Beta Tester, for any and all purposes identified by the Company, including (but not limited to) the purpose of advertisements, promotions, and articles on media such as TV, magazines, etc. without any payment to Beta Tester of any fees or provision of credit.

3.2 Accumulated Data during Testing Period

ALL DATA GENERATED DURING THE BETA TEST BELONGS TO COMPANY. DATA ACCUMULATED BY BETA TESTER DURING BETA TESTING WILL NOT BE TRANSFERRED, IN WHOLE OR IN PART, OVER TO THE PUBLICLY RELEASED VERSION OF FINAL FANTASY XIV OR ANY OTHER SUBSEQUENTLY LAUNCHED ONLINE SERVICE. BETA TESTER WILL BE REQUIRED TO START NEW CHARACTERS AT THAT TIME.

3.3 Deletion of Information

All information and data supplied by the Beta Tester through his or her use of the Product and related services (including, but not limited to, Community) in connection with the Service (such information and data are referred to herein, collectively, as the "Recorded Data") shall comply with this Agreement, as well as any Company rules set forth in FINAL FANTASY XIV, or other service.

The Company reserves the right in its sole discretion to delete, alter, or relocate Recorded Data at any time, for any reason or no reason, and without notice. Beta Tester acknowledges and agrees that the occurrence of any of the following events, without limitation, will lead to a decision by Company to delete all, or a portion, of the Recorded Data:

- (a) When the Recorded Data exceeds the memory capacity.
- (b) When the Recorded Data violates this Agreement or the Company's rules set forth in the app.
- (c) When the Company, in its sole discretion, determines such deletion to be necessary for operation, maintaining, and managing the Service.
- (d) When the Company, in its sole discretion, determines it to be an impediment to providing the Service.
- (e) When the Company, in its sole discretion, determines that communication of the Recorded Data is inappropriate.
- (f) When the Company, in its sole discretion, determines it to be necessary for other reasons.

Company will not be responsible or liable in any way for any damages, costs, or expenses that arise directly or indirectly from the deletion, alteration, or relocation of Recorded Data, including any portion thereof.

3.4 Perusal of Information

The Company reserves the right to freely peruse the information, data, etc. that is sent, received, and exchanged between Beta Testers, including Recorded Data, when the Company, in its sole discretion, determines it to be necessary.

4. GENERAL MATTERS OF OPERATION

4.1 Commission of Beta Test Operation

The Company reserves the right, in its sole discretion, to transfer its rights and duties, entirely or in part (including any accompanying personal information) regarding the operation of Beta Testing to Others or commission the operation of Beta Testing, entirely or in part, to Others.

4.2 Change in Beta Test Content

Company may change the content or terms of the Beta Test at any time without prior notice to Beta Tester.

4.3 Temporary Interruption of Beta Test

Company makes no assurances about the operation or availability of the Beta Test, and the Beta Test may be subject to periods of interruption or unavailability. Company shall have no obligation to take any measures to correct or otherwise address or remedy the reasons for such interruptions or unavailability.

5. NO WARRANTY; LIMITATIONS ON LIABILITY; INDEMNIFICATION

PLEASE READ CAREFULLY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST DATA, LOSS OF BUSINESS, OR ANTICIPATORY PROFITS, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) CAUSED OR ALLEGED TO BE CAUSED, DIRECTLY OR INDIRECTLY, BY THE BETA TEST, THE PRODUCT, SOFTWARE, DOCUMENTATION, OR ANY OTHER INFORMATION, MATERIALS, OR SERVICES PROVIDED TO BETA TESTER OR OTHERS IN CONNECTION WITH THE BETA TEST, AND BETA TESTER WILL INDEMNIFY AND HOLD COMPANY HARMLESS FROM SAME. THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION. THE PRODUCTS, SOFTWARE, DOCUMENTATION, AND ANY OTHER INFORMATION, MATERIALS, OR SERVICES PROVIDED TO BETA TESTER OR OTHERS IN CONNECTION WITH THE BETA TEST ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER.

BETA TESTER ACKNOWLEDGES THAT THE PRODUCT AND SOFTWARE ARE CURRENTLY UNDER DEVELOPMENT AND TESTING BY COMPANY. COMPANY DESIRES TO OBTAIN INPUT FROM BETA TESTER TO ASSIST COMPANY IN ITS ONGOING DEVELOPMENT OF THE PRODUCT AND SOFTWARE. ACCORDINGLY, THE PARTIES ACKNOWLEDGE THAT THE PROGRAMS LIKELY CONTAIN "BUGS" AND OTHER ERRORS THAT COULD ADVERSELY AFFECT THE USE OR PERFORMANCE OF THE PRODUCT AND SOFTWARE; AND BETA TESTER SHOULD TAKE EXTRA CARE IN PRESERVING ITS PRE-EXISTING DATA ON BETA TESTER'S EQUIPMENT IN ORDER TO AVOID ANY LOSS OF DATA AS A RESULT OF USING THE PRODUCT AND SOFTWARE.

Company will not be responsible for any loss, damages, costs, or expenses incurred by Beta Tester or Others whatsoever relating to or arising out of the Beta Test or the use of the Products, Software, Documentation, or any other information, materials, or services in connection with the Beta Test, including but not limited to any loss, damages, costs, or expenses due to termination of the Beta Test or Beta Tester's failure to report changes in Beta Tester information in accordance with this Agreement and shall not be obligated to compensate Beta Tester or Others for such losses, damages, costs, or expenses.

Company shall not be liable for any loss, damages, costs, or expenses incurred by the Beta Tester or Others due to the use of any account and the corresponding password being used by Others, regardless of the existence of willful fault.

Company does not warrant against errors in the Product or Software, that the Product or Software are virus free environments, or that Beta Testers will experience safe, reliable, or error-free progression of games.

Without limiting the foregoing, Company will not be responsible for any violation of United States or other International law on the part of the Beta Tester, and Beta Tester shall indemnify and hold Company harmless from and against any and all claims, damages, losses,

costs, or expenses incurred by Company as a result of any such violation.

TESTING, FUNCTIONS, FEATURES, SERVICES, CONTENT, AND VARIOUS DATA PERFORMED OR PROVIDED IN CONNECTION WITH THE BETA TEST ARE STILL IN DEVELOPMENT AND THEY MAY DIFFER FROM THE COMMERCIAL VERSION OF THE PRODUCT OR FROM ANY SUBSEQUENT VERSION OF ANY PRODUCT. COMPANY MAKES NO PROMISES OR ASSURANCES REGARDING FEATURES, FUNCTIONS, SERVICES, CONTENT, OR DATA IN ANY SUBSEQUENTLY RELEASED PRODUCTS.

BETA TESTER SHALL DISPOSE AND RESOLVE, BY THEIR OWN RESPONSIBILITY AND EXPENSE, ANY INQUIRIES, CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS, OR EXPENSES FROM OTHERS OR REQUESTS, QUESTIONS, OR CLAIMS AGAINST OTHERS RELATED TO OR ARISING OUT OF THE BETA TEST OR BETA TESTER'S OR OTHER'S PARTICIPATION IN THE BETA TEST, INCLUDING BUT NOT LIMITED TO BETA TESTER'S AND OTHER'S USE OF THE SERVICE. BETA TESTER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ANY AND ALL SUCH INQUIRIES, CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS, OR EXPENSES.

6. MISCELLANEOUS

6.1 Limited Support

Commercial, technical, and user support will be provided for the Beta Test but only on a limited basis and may be suspended by Company or its designated agents at any time with or without advance notice. All bug reports should be promptly submitted to Company, following the designated reporting format.

6.2 Governing Law and Venue

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, excluding its conflict of law rules and principles. The California state courts located in Los Angeles County and the U.S. District Court for the Central District of California shall have exclusive jurisdiction to determine the validity, construction, and performance of this Agreement and the legal relations between the parties hereto and venue in such courts shall be proper. Beta Tester hereby irrevocably submits to the jurisdiction of any such state or federal court in any action or proceeding brought to enforce or otherwise arising out of or relating to this Agreement.

6.3 Severability

If any provision of this Agreement shall be held invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

6.4 Entire Agreement

This Agreement and any and all related exhibits, attachments, and schedules hereto and thereto, constitutes the entire Agreement between the parties hereto relating to the subject matter hereof and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments, and understandings of the parties, all of which are merged herein.

**THANK YOU FOR TAKING THE TIME TO READ THE TERMS AND
CONDITIONS OF THIS AGREEMENT CAREFULLY.**