

Battlefield 1 NDA

Closed Alpha Agreement

Battlefield™ 1

1. Scope of Agreement

In order to participate in this Closed Alpha Program for Battlefield 1, you must read and accept the terms of the agreement below. Please read the CLOSED ALPHA AGREEMENT closely.

THIS CLOSED ALPHA AGREEMENT (“AGREEMENT”) DESCRIBES THE TERMS BY WHICH ELECTRONIC ARTS OFFERS YOU ACCESS TO AN ACCOUNT (THE “ACCOUNT”) TO PLAY A PRE-RELEASE PRODUCT BEING DEVELOPED BY OR FOR EA, CURRENTLY KNOWN AS BATTLEFIELD™ 1 (THE “GAME”), SOLELY AS PART OF THIS CLOSED ALPHA PROGRAM.

If you reside in the United States, Canada or Japan, this Agreement is between you and Electronic Arts Inc., 209 Redwood Shores Parkway, Redwood City, CA 94065, USA. If you reside in any other country, then this Agreement is between you and EA Swiss Sàrl, Place du Molard 8, 1204, Geneva, Switzerland; registered in the Geneva Companies Registry with Company Registered Number: CH-660-2328005-8 (for details of our VAT Registrations please click here). In this Agreement, the term “you” means you, the Closed Alpha participant; and the terms “EA,” “we,” “us,” and “our” means either Electronic Arts Inc., or EA Swiss Sàrl, as applicable.

In addition, your participation in this Closed Alpha Program and use of Closed Alpha Materials, as defined below, are governed by EA’s Terms of Service, and any other additional membership terms, End User License Agreement, and code of conduct (“Game Membership Terms”) that are reviewed and accepted by you during the registration or installation process, as well as any updates thereto which EA may make from time to time. BY PRESSING THE “I ACCEPT” BUTTON, YOU HEREBY ACKNOWLEDGE THAT YOU CHOOSE TO ACCEPT AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT EVERY TIME YOU ENTER OR RE-ENTER THE GAME. Under no condition should you install or use the Game unless you have first pressed the “I Accept” Button and agree to the terms of this Agreement. If you do not agree to the terms and conditions of this Agreement, do not install or use the Game. You acknowledge EA has provided you enough time to review and consider the terms and conditions of this Agreement before you accept.

2. Closed Alpha Program Participation Requirements

EA has established the Closed Alpha Program to, among other things, allow a limited number of people to give feedback and comments to EA regarding the Game (including any versions thereof) before it is released to the general public, and to review, at EA’s sole discretion, the features, capabilities and performance of any other software or materials as may be provided by EA as part of this Closed Alpha Program (the “Closed Alpha Software”). Collectively, the Game and Closed Alpha Software are referred to as the “Closed Alpha Materials” in this Agreement.

In order to participate in the Closed Alpha Program, you must agree to the following provisions:

(A). You acknowledge that the Closed Alpha Program shall run from the time you install, copy, download, access or otherwise use the Closed Alpha Materials, and shall end upon the expiration of the Closed Alpha Program, unless otherwise extended or terminated unilaterally by EA at EA’s sole discretion. Furthermore, EA may, in its sole discretion for any reason and at any time during the Closed Alpha Program terminate your participation therein without any form of compensation due to you whatsoever for this termination.

(B). You acknowledge that the Closed Alpha Materials will run in a test environment and that accordingly, EA may, in its sole discretion, and without notice to you, (1) modify or eliminate game-play features, game-play modes, game-play achievements; (2) modify, reset, or erase your game-play progress, game-play achievements, characters, character data, and/or any other value or status indicators achieved through game play; and/or (3) modify the hours during which you have access to the Closed Alpha Materials during the Closed Alpha Program, at the next Closed Alpha phase (if applicable), or upon expiration of the Closed Alpha Program.

(C). You represent and warrant that you are eighteen (18) years of age or older, and are not a principal, employee, agent, independent contractor, officer or director of a developer or publisher of video or computer games (other than EA). You further represent and warrant that you are not a principal, employee, supplier, independent contractor, officer or director or of any entity that participates either directly or indirectly in the sale of in-game items, including but not limited to, items, attributes, abilities, etc., whether these sales are to the general public or to a third-party. IF YOU ARE UNDER 18 YEARS OF AGE, YOU MAY NOT PARTICIPATE IN THE CLOSED ALPHA PROGRAM WITHOUT YOUR GUARDIAN'S CONSENT.

(D). You acknowledge that by participating in the Closed Alpha Program, and subject to the terms and conditions of this Agreement, EA is providing you the Closed Alpha Materials (which constitutes the sole and sufficient consideration for this Agreement), and that EA has not made any other promises, whether express or implied, regarding any other form of consideration for your participation in the Closed Alpha Program. You agree that no compensation will be owed to you for your participation in the Closed Alpha Program. You represent and warrant that you are entering into this Agreement on a completely voluntary basis with no expectation of any form of compensation whatsoever other than what is expressly provided for in this Agreement.

(E). You agree that your participation in the Closed Alpha Program does not constitute employment or an offer of employment between you and EA, that EA does not ask and/or require you to work a certain number of hours, shifts, etc. as part of your participation in the program, and that your participation in the program is strictly voluntary and done solely for your personal enjoyment. Further EA expects you only to use your leisure time to participate in this program, and does not expect you to forego other activities, including gainful employment, during the time you spend participating in this voluntary program.

(F). You agree that EA is not providing you with any hardware to run EA's software or connect to EA's servers.

(G). You agree that while the role you will play in helping EA develop better software is helpful, it does not constitute a critical or vital role in the development of the Closed Alpha Materials such as to entitle you to claims of ownership or rights to receive any other compensation of any kind for your participation.

3. License Grant

In the event that you receive the Closed Alpha Materials from EA, you are granted the revocable, limited right to install the Closed Alpha Materials onto a single computer for the sole purpose of evaluating the Closed Alpha Materials as permitted under Section 7 below as part of the Closed Alpha Program. You may not use, copy, modify, sell, lease, rent, distribute, transfer or disclose any part of the Closed Alpha Materials except as provided in this Agreement. All other rights are reserved to EA.

4. License Restrictions

You shall not:

- a. Sublicense to, transfer, distribute or permit use of the Closed Alpha Materials by, any third party;
- b. Reverse engineer, decompile, or disassemble the Closed Alpha Materials;
- c. Export the Closed Alpha Materials in violation of the export control laws of the United States of America and other countries.
- d. Share your Account with any third party.

5. Persistent Internet Connection Required to Play

This Closed Alpha Software can only be played online. An EA Account, including the acceptance of EA's Terms of Service (<http://terms.ea.com>) and Privacy and Cookie Policy (<http://privacy.ea.com>), and registration with the serial code enclosed with the Software, is required to access the game. Only licensed software can be used to access the game, including downloadable content, and such access is limited to you.

6. Reviewing and Evaluating Software

You may be asked to perform one or more of the following tasks in connection with this Closed Alpha Program: (a) to review, evaluate and analyze the Game and specific aspects of it as identified by EA to you; (b) to review, evaluate and analyze other Closed Alpha Software (if applicable) and its operation, features, capabilities and performance; (c) to comply with the reasonable requests of EA from time to time regarding your review; and (d) to provide feedback, analysis, suggestions and comments to EA (including, but not limited to, bug reports and test results) as reasonably requested by EA, or as otherwise voluntarily provided by you (collectively, "Feedback"). You are committing to perform these requested tasks.

Further, as part of the Closed Alpha program, you may be asked to suggest changes, improvements, additions to the Closed Alpha Materials as well as to provide analysis of the Closed Alpha Materials and their features, and that any such material provided to EA in any form whatsoever, including but not limited to email, text messages on message boards and/or oral communications become the sole property of EA. The foregoing materials shall be deemed Feedback as such term is defined above. You are committing to providing this Feedback.

You are also committing to reporting all known bugs, abuse of bugs, "undocumented features" or other defects and problems related to the Game and Closed Alpha Software to EA as soon as they are found ("Bugs"). ALL OF YOUR FEEDBACK SHALL BE THE SOLE AND EXCLUSIVE PROPERTY OF EA AND/OR ITS LICENSORS OR LICENSEES, AND YOU HEREBY ASSIGN ALL OF YOUR RIGHT, TITLE AND INTEREST IN THE FEEDBACK, AND ALL INTELLECTUAL PROPERTY RIGHTS RELATED THERETO TO EA. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU AGREE THAT EA AND/OR ITS LICENSORS OR LICENSEES SHALL HAVE THE PERPETUAL AND IRREVOCABLE RIGHT TO USE, MODIFY, AND OTHERWISE EXPLOIT ALL OR PART OF YOUR FEEDBACK OR ANY DERIVATIVE THEREOF IN ANY MANNER OR MEDIA NOW KNOWN OR HEREAFTER DEvised WITHOUT ANY REMUNERATION, COMPENSATION OR CREDIT TO YOU. You hereby waive any rights to the Feedback or any remuneration for the Feedback. EA shall have the right (but not the obligation), at its sole discretion, to credit you for the Feedback and you hereby grant EA a license to attribute such Feedback to you.

You acknowledge that feedback concerning users' experiences with the Closed Alpha Materials effectuates the purpose of this agreement and improves the Closed Alpha

Materials. Accordingly, you agree that, notwithstanding any selections you may have made previously to decline receipt of information or email communications from EA or its subsidiaries or affiliated companies, we may contact you by email or another means to solicit your feedback concerning your experiences with the Closed Alpha Materials and about other transactional matters regarding this Closed Alpha Agreement and your participation in the Closed Alpha Program.

You hereby represent and warrant that you have the right to enter into this Agreement and assign and grant the rights set forth herein, and that any Feedback which is provided by you hereunder is original work made solely by you and does not infringe any third party intellectual property rights.

7. Processing, Transfer and Use of Data

EA knows that you care how information about you is collected, used and shared, and EA appreciates your trust that we will do so carefully and sensibly. Information about our customers is an important part of our business, and EA would never sell your personally identifiable information to anyone.

EA may require you to provide personal information, such as name, email address, gender, age ("Personal Information") and may collect them from you directly.

EA and its affiliates may collect and store non-personally identifiable data, such as technical and related information that identifies your operating systems as well as information about your Closed Alpha software usage (including but not limited to unsuccessful installation, feature usage and gameplay statistics) and hardware types. EA may use this information to improve our products and services and may share anonymous data with third parties. EA and its affiliates may also collect, use, store, process, transmit and publicly display anonymous statistical data regarding game play (including scores, rankings and achievements) or identify content that is created and shared by you with other players. Furthermore, you acknowledge and agree that your online communications with other users or with EA via public chats, conferences, bulletin boards, and any other public avenues of communication within the Game, Closed Alpha Software and/or this Closed Alpha Program are public and not private communications, and that you have no expectation of privacy concerning such use of the Game and/or Closed Alpha Software (including, any character data or communication referenced in Section 14.3 below). You further acknowledge and agree that EA reserves the right to monitor any such content and communications. To facilitate Technical Protection Measures (if any), the provision of software updates, any dynamically served content, anti-cheat measures, enforcement of EA's policies, product support and other services to you, including marketing, advertising and online play (if any), you agree that EA and its affiliates may (1) install and/or run software on your computer or device; and (2) collect, use, store and transmit technical and related information that identifies your computer (including an Internet Protocol Address and hardware identification), account information, operating system and application software and peripheral hardware. EA and its affiliates may also use this information in the aggregate, in a form which does not personally identify you, to improve our products and services and we may share anonymous data with our third party service providers.

All data is collected, used, stored and transmitted in accordance with EA's Privacy & Cookie Policy located at <http://privacy.ea.com>. To the extent that anything in this section conflicts with the terms of EA's Privacy & Cookie Policy, the terms of the Privacy & Cookie Policy shall control.

8. Term of the Agreement

The Closed Alpha Program, and the grant(s) of license(s) herein, may be terminated by EA at any time, for any reason or for no reason, in EA's sole and absolute discretion, by providing written or emailed notice to you. In addition, EA in its sole discretion may terminate your participation in the Closed Alpha Program without prior notice to you if you fail to comply with this Agreement. You may also, at any time and for any reason or for no reason, terminate your participation in the Closed Alpha Program by providing written or emailed notice to EA. The termination of your participation in the Closed Alpha Program however, shall not modify or supersede the survival provision in Section 15.1 below. Upon termination of the Closed Alpha Program or your participation in it for any reason as provided herein, all license rights granted hereunder shall terminate immediately.

9. Confidentiality

9.1 Confidential Information Defined

"Confidential Information" shall mean (a) any and all information relating to, contained in or relayed through the Closed Alpha Materials and the Closed Alpha Program, including, without limitation, information relating to (i) the performance, capabilities and contents of the Closed Alpha Materials, (ii) your Feedback, (iii) any other Closed Alpha Program participant's Feedback, (iv) any EA employee's feedback and comments, and (b) any and all information relating to the future or proposed Games, services or business operations of EA. Without limiting the generality of the foregoing, please review ADDENDUM BA and B below for a list of examples of Confidential Information. The list in ADDENDUM BA and B is not exhaustive and is provided for reference and example only.

9.2 Confidentiality Obligation

You shall keep the Confidential Information in confidence and shall not publish, disclose, distribute, transmit, post or otherwise make available, directly or indirectly, any Confidential Information to any third party except as otherwise expressly set forth herein. You shall use best efforts to safeguard and to prevent unauthorized use or disclosure of the Confidential Information, unless otherwise expressly authorized in writing as provided in Section 10.3 below. Your obligation to keep the Closed Alpha Materials confidential will continue until EA publicly distributes, or has otherwise disclosed to the public through no fault of yours, each of the Game product(s) and the content that you are reviewing.

It is understood and agreed to that at the request of EA, you shall return to EA any and all copies of the Closed Alpha Materials, in any format, delivered to you for review. The return of the Closed Alpha Materials shall not affect your Confidentiality Obligation.

9.3 Permitted Disclosures

You may disclose the information that is specifically identified in Addendum A, if any, on online message boards, forums or other similar venues in accordance with the restrictions set forth in Addendum A, and this Agreement. You are not permitted to disclose information set forth in Addendum B. Said restrictions are to be applied no matter whether the venue is open to the general public or with access that is regulated and/or restricted. EA reserves the right to amend Addendum A or B from time to time upon written notice to you.

Notwithstanding anything contained herein to the contrary, you shall not make any false statements to anyone about EA, its licensors, this Closed Alpha Program, other participants

in the Closed Alpha Program, or any EA products or services, including the Game and Closed Alpha Software.

You may further disclose the Confidential Information in accordance with a judicial or governmental order; provided, however, that (a) you give EA prompt written notice of such order so EA has opportunity to seek a protective order or other appropriate remedy to such order, prior to disclosure and shall comply with any applicable protective order or equivalent, (b) you provide EA with all reasonable assistance in opposing such required disclosure or seeking a protective order or confidential treatment for all or part of such Confidential Information, and (c) you disclose only such portion of the Confidential Information as is either permitted by EA or required by the court, tribunal, governmental agency or other authority, subject to any protective order or confidential treatment obtained by EA.

10. Ownership

Except for the revocable, limited license(s) expressly granted hereunder, EA retains all right, title and interest in and to the Closed Alpha Materials and all copies thereof, and all game character data in connection therewith. The Game and any other Closed Alpha Materials provided hereunder are copyrighted and are protected by United States copyright laws and international treaty provisions. You acknowledge that EA and/or its licensors own all intellectual property rights in and to the Closed Alpha Materials, including, without limitation, all patent rights, copyrights, inventions, trade secret rights, trade dress rights, trademark rights and intellectual property rights therein and thereto. You may not remove the copyright and other proprietary rights notices from the Closed Alpha Materials. You agree that this Agreement shall be retained with all printed and electronic copies of the Closed Alpha Materials and documentation constituting the Closed Alpha Materials. You agree not to copy the Closed Alpha Materials and to prevent any unauthorized copying of the Closed Alpha Materials. Except for the revocable, limited license(s) as expressly provided herein, EA does not grant you any express or implied right in any patents, copyrights, trademarks, or trade secret information of EA, and/or its licensors. In accordance with Section 7, you agree that EA and/or its licensors or licensees own all right, title, and interest in any and all of your Feedback, without any remuneration, compensation or credit to you. To the extent that any of the rights assigned herein cannot presently be assigned under applicable law, you agree to assign such rights at such time as the rights are capable of being assigned. You agree at EA's request to execute such further documents and to do such further acts as may be necessary or desirable to document, perfect, register or enforce EA's and/or its licensor's ownership of any of the rights, title and/or interests hereunder, in whole or in part including, without limitation, execution of a copyright assignment in a form provided by EA in its sole discretion. If you fail or refuse to execute any such documents, you hereby appoint EA as your attorney-in-fact, which appointment is coupled with an interest and is irrevocable, to act on your behalf and to execute, deliver, record and file such documents.

The rights granted, assigned and/or to be assigned by you hereunder are granted for the entire universe and shall inure in perpetuity, and, as set forth above, no further consideration shall be payable to you at anytime in connection therewith. You will acquire no right to use, and will not use without EA's prior written consent, the names, characters, artwork, designs, tradenames, copyrighted materials, trademarks or service marks of EA or its parent, related or subsidiary companies, employees, directors, officers, shareholders, assigns, successors, licensors or licensees: (a) in any advertising, publicity, marketing, promotion or on any website; or (b) in any manner other than in accordance with this Agreement.

11. Relief

In the event that you violate any of the terms set forth in this Agreement or in the Closed Alpha Program Code of Conduct as embodied in Addendum C, you hereby acknowledge that EA may immediately terminate your access to the Closed Alpha Program and that you may be liable to EA and/or third parties for such violation.

Further, you acknowledge and agree that a breach or threatened breach of Sections 2-10 of this Agreement will cause irreparable injury, that money damages would be an inadequate remedy and that EA shall be entitled to ex parte injunctive relief without bond, to restrain you, from such breach or threatened breach. Nothing in this Section shall be construed as preventing EA from pursuing any and all remedies available to it, including the recovery of money damages from you.

12. Indemnification

You (a) agree to indemnify, defend and hold EA harmless from and against all claims, losses, liabilities, damages, expenses, and costs (including, without limitation, reasonable fees for attorneys and expert witnesses) which result from any breach or alleged breach of any of your covenants, representations, warranties or obligations herein, and (b) hereby release, EA and its direct and indirect parents, subsidiaries, affiliates and sister corporations, and their respective officers, directors, employees and agents, from and against any losses, liabilities, claims, obligations, costs and/or expenses (including reasonable legal fees) which result from, arise out of or in connection with the use of the Closed Alpha Materials and/or your participation in the Closed Alpha Program.

13.

13.1 No Warranty

YOU ACKNOWLEDGE THAT THE GAME AND ANY CLOSED ALPHA SOFTWARE PROVIDED HEREUNDER ARE PRE-RELEASE PRODUCTS. YOU ACKNOWLEDGE THAT THE GAME AND CLOSED ALPHA SOFTWARE MAY CONTAIN ERRORS AND DEFECTS AND ARE NOT FINAL PRODUCTS. THE GAME AND CLOSED ALPHA SOFTWARE ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND INCLUDING WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. YOU FURTHER AGREE THAT EA HAS NO OBLIGATION TO MAKE THE GAME AND CLOSED ALPHA SOFTWARE AVAILABLE FOR PLAY WITHOUT CHARGE FOR ANY PERIOD OF TIME, NOR TO MAKE THEM AVAILABLE AT ALL.

13.2 No Liability for Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EA SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING WITH RESPECT TO THIS AGREEMENT, THE GAME, OR OTHER CLOSED ALPHA MATERIALS PROVIDED HEREUNDER, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL EA'S AGGREGATE LIABILITY TO YOU UNDER THIS AGREEMENT EXCEED FIFTY US DOLLARS (US\$50.00).

13.3 No Support

EA does not provide any technical support for the Game and Closed Alpha Software. However, EA may provide an e-mail address and/or a private message board for you to send any questions and/or comments regarding the Closed Alpha Materials. EA does not, however, make any representations or warranties as to the accuracy of any statements or advice provided in response to your e-mail(s) and/or board postings.

13.4 Test Environment.

You acknowledge that the Game and Closed Alpha Software will run in a test environment, that game characters, character data, or any other value or status indicators that you achieve through game play as part of the Closed Alpha Program may be erased or modified at EA's sole discretion at any time, and that such data shall likely not be exported into the Game once the Game is commercially released if not otherwise communicated by EA.

14. Miscellaneous

14.1 Survival

The provisions of Sections Four: Bron van verwijzing niet gevonden through 13 shall continue in full force and effect even after (a) the Closed Alpha Program has been terminated or completed and/or (b) your participation in the Closed Alpha Program has been terminated.

14.2 Governing Law; Jurisdiction

The laws of the State of California, excluding its conflicts-of-law rules, govern this Agreement. You expressly agree that exclusive jurisdiction for any claim or dispute with EA or relating in any way to your participation in this Closed Alpha Program or your use of Closed Alpha Materials in the courts of Northern California and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Northern California in connection with any such dispute including any claim involving EA or its parent, affiliates, subsidiaries, employees, contractors, officers, directors, vendors and content providers.

14.3 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.

15. Entire Agreement

This Agreement 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, except for the Terms of Service and Membership Terms as defined in Section 1 above.

ADDENDUM A

You may disclose the following information:

1. The fact that there is an official Closed Alpha Program for the Game.
2. The fact that you are a member of the official Closed Alpha Program for the Game.

ADDENDUM B

You may not disclose the following information:

1. Any contact/private information for EA personnel that is provided to you.
2. Any contact information (address, password, etc.) to any private areas for use in connection with the Closed Alpha Program, including but not limited to, chat, email and message boards.
3. Any information/discussions/postings from the private boards or forum for the Closed Alpha Program.
4. Any comments/information that would allow people who are not currently part of the Closed Alpha Program to get access to the Closed Alpha Program or Game through either legitimate or illegitimate means.
5. Post or distribute any screen captures, pictures, videos, podcasts, screenshots or any other representations, known or unknown, of any content in the Game or other Closed Alpha Materials.
6. Any comments regarding the game based on your participation as a Closed Alpha participant.
7. Any details regarding the stability of the Game or the Game servers.
8. Any comments or discussions on new features or other new functionalities in the Game or other Closed Alpha Materials.
9. General comments about the Game's overall development.
10. Any comments on any aspect of the Game or other Closed Alpha Materials not covered by Addendum A above.

ADDENDUM C

CLOSED ALPHA PROGRAM CODE OF CONDUCT

You agree:

1. That you are privileged guests on this system and as guests, we expect you to exhibit common courtesy to all EA personnel as well as other members of the Closed Alpha Program. EA ("we" or "us") will exhibit the same courtesy towards you.
2. You will be helping us shape the Game into a great product and we value yo