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B. You agree that you shall not, under any circumstances,

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(iv) facilitate, create or maintain any unauthorized connection to the Game or the Service, including without limitation any connection to any unauthorized server that emulates, or attempts to emulate, the Service. All connections to the Game and/or the Service, whether created by the Game Client or by other tools and utilities, may only be made through methods and means expressly approved by ProTee. Under no circumstances may you connect, or create tools that allow you or others to connect, to the Game's proprietary interface other than those expressly provided by ProTee for public use.

4. Consent to Monitor. WHEN RUNNING, THE GAME MAY MONITOR YOUR COMPUTER'S RANDOM ACCESS MEMORY (RAM) FOR UNAUTHORIZED THIRD PARTY PROGRAMS RUNNING CONCURRENTLY WITH THE GAME. AN "UNAUTHORIZED THIRD PARTY PROGRAM" AS USED HEREIN SHALL BE DEFINED AS ANY THIRD PARTY SOFTWARE, INCLUDING WITHOUT LIMITATION ANY "ADDON," "MOD," "HACK," "TRAINER," OR "CHEAT," THAT IN PROTEE'S SOLE DETERMINATION: (i) ENABLES OR FACILITATES CHEATING OF ANY TYPE; (ii) ALLOWS USERS TO MODIFY OR HACK THE GAME INTERFACE, ENVIRONMENT, AND/OR EXPERIENCE IN ANY WAY NOT EXPRESSLY AUTHORIZED BY PROTEE; OR (iii) INTERCEPTS, "MINES," OR OTHERWISE COLLECTS INFORMATION FROM OR THROUGH THE GAME. IN THE EVENT THAT THE GAME DETECTS AN UNAUTHORIZED THIRD PARTY PROGRAM, THE GAME MAY (a) COMMUNICATE INFORMATION BACK TO PROTEE, INCLUDING WITHOUT LIMITATION YOUR ACCOUNT NAME, DETAILS ABOUT THE UNAUTHORIZED THIRD PARTY PROGRAM DETECTED, AND THE TIME AND DATE THE UNAUTHORIZED THIRD PARTY PROGRAM WAS DETECTED; AND/OR (b) EXERCISE ANY OR ALL OF ITS RIGHTS UNDER THIS AGREEMENT, WITH OR WITHOUT PRIOR NOTICE TO THE USER.

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7. Patches and Updates. ProTee may deploy or provide patches, updates and modifications to the Game that must be installed for the user to continue to play the Game. ProTee may update the Game remotely, including, without limitation, the Game Client residing on the user's machine, without the knowledge or consent of the user, and you hereby grant to ProTee your consent to deploy and apply such patches, updates and modifications.

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11. Equitable Remedies. You hereby agree that ProTee would be irreparably damaged if the terms of this License Agreement were not specifically enforced, and therefore you agree that ProTee shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this License Agreement, in addition to such other remedies as ProTee may otherwise have available to it under applicable laws. In the event any litigation is brought by either party in connection with this License Agreement, the prevailing party in such litigation shall be entitled to recover from the other party all the costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation.

12. Changes to the Agreement. ProTee reserves the right, at its sole discretion, to change, modify, add to, supplement or delete any of the terms and conditions of this License Agreement when ProTee upgrades the Game Client, effective upon prior notice as follows: ProTee will post notification

of any such changes to this License Agreement on the ProTee Play website and will post the revised version of this License Agreement in this location, and may provide such other notice as ProTee may elect in its sole discretion. If any future changes to this License Agreement are unacceptable to you or cause you to no longer be in compliance with this License Agreement, you may terminate this License Agreement in accordance with Section 4 herein. Your installation and use of any updates or modifications to the Game or your continued use of the Game following notice of changes to this Agreement will demonstrate your acceptance of any and all such changes. ProTee may change, modify, suspend, or discontinue any aspect of the Game at any time. ProTee may also impose limits on certain features or restrict your access to parts or all of the Game without notice or liability. You have no interest, monetary or otherwise, in any feature or content contained in the Game.

13. Dispute Resolution and Governing Law

a. Informal Negotiations. To expedite resolution and control the cost of any dispute, controversy or claim related to this License Agreement ("Dispute"), you and ProTee agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least 30 days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice from one person to the other. ProTee will send its notice to your billing address and email you a copy to the email address you have provided to us. You will send your notice to ProTee United B.V., P.O. Box 2210, 5300 CE Zaltbommel, The Netherlands, attn: Legal Department.

b. Binding Arbitration. If you and ProTee are unable to resolve a Dispute through informal negotiations, either you or ProTee may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the arbitration regulations of the foundation for the settlement of automation disputes in The Hague. The determination of whether a Dispute is subject to arbitration shall be governed by the Dutch Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation shall be governed by the Dutch Arbitration Rules. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this License Agreement, you and ProTee may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

c. Restrictions. You and ProTee agree that any arbitration shall be limited to the Dispute between ProTee and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

d. Exceptions to Informal Negotiations and Arbitration. You and ProTee agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (1) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or ProTee's intellectual property rights; (2) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (3) any claim for injunctive relief.

e. Location. If you are a resident of the Netherlands, any arbitration will take place at any reasonable location convenient for you. For residents outside the Netherlands, any arbitration shall be initiated in the Netherlands. Any Dispute not subject to arbitration (other than claims proceeding in any small claims court), or where no election to arbitrate has been made, shall be decided by a court of competent jurisdiction within the Netherlands, and you and ProTee agree to submit to the personal jurisdiction of that court.

f. Governing Law. Except as expressly provided otherwise, this License Agreement shall be is governed by, and will be construed under, the Laws of the Netherlands, without regard to choice of

law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

g. Severability. You and ProTee agree that if any portion of Section 14 is found illegal or unenforceable (except any portion of 13(d)) that portion shall be severed and the remainder of the Section shall be given full force and effect. If Section 13(d) is found to be illegal or unenforceable then neither you nor ProTee will elect to arbitrate any Dispute falling within that portion of Section 13 (d) found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the Netherlands, and you and ProTee agree to submit to the personal jurisdiction of that court.

14. Miscellaneous. This License Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements, provided, however, that this Agreement shall coexist with the Terms of Use. To the extent that the provisions of this Agreement conflict with the provisions of the Terms of Use, the conflicting provisions in the Terms of Use shall govern.

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