

ULTIMA ONLINE LICENSE AGREEMENT

1. **The Ultima Online License.** Ultima Online is an Internet-based online fantasy role-playing game service that allows you to play the "Ultima Online" computer game, in return for the payment of a fee. As part of the Ultima Online service, Origin Systems maintains a site on the World Wide Web with a URL address of "www.uo.com" (the "Web Site"). Throughout the remainder of this Agreement, the Ultima Online service (including the Web Site) will be referred to as the "Service", the Ultima Online game CD-ROM that you have purchased will be referred to as the "CD" and the software programs contained on the CD and provided to you through the Service will be referred to as the "Software". Origin Systems grants to you a limited, non-exclusive license to use the CD, the Software and the Service subject to all of the terms and conditions of this Agreement, and the additional terms set forth in the documentation of the CD.

2. **Agreements.** This Agreement and the terms and conditions set forth in the documentation for the CD comprise the entire agreement between Origin Systems and you, regarding the Service, the CD and the Software. Origin Systems may revise this Agreement at any time, and such revision shall be effective thirty (30) days after posting of the revised Agreement on the Web Site. You agree to review the Agreement on the Web Site periodically to become aware of such revisions. If any such revision is unacceptable to you, you may terminate your membership as provided in Section 9. Your continued use of the Service thirty (30) days after posting of a revised Agreement on the Web Site will mean that you accept all such revisions.

3. Account Information.

(a) **Account, User ID.** When you register for the Service, you will become a Member of the Service and an account will be created for you (your "Account"). The term "Member" in this Agreement refers to any person or entity, including you, that has registered for the Service, has entered into this Agreement with Origin Systems and is authorized by Origin Systems to use the Service. Upon your registration as a Member of the Service, you must choose a name to identify yourself to other Members and Service staff when you use the Service (your "User ID"). You may not select as your User ID the name of another person (unless it is also your name), or a name which violates any third party's trademark, copyright, or other proprietary right, or which Origin Systems deems in its discretion to be vulgar or otherwise offensive. Origin Systems reserves the right to delete any vulgar or otherwise offensive User ID, or to require you to change your User ID name. You are entirely liable for all activities conducted through your Account and the User ID registered to your Account.

(b) **Passwords.** Upon your registration for the Service, you will select a password. You are responsible for maintaining the confidentiality of your password and you are responsible for any harm resulting from your disclosure or allowing the disclosure of any password or from use by any person of your password to gain access to your Account and User ID. At no time should you respond to an online request for a password. Origin Systems employees will never ask for your password online. You acknowledge that although the Service may offer a feature that allows you to "remember" your password and thereby bypass the password protection, this feature makes it possible for third parties to access your Account and User ID. Use of this password bypass feature will be at your own risk. It is strongly discouraged. Likewise, please DO NOT use your User ID as your Password.

(c) **Former Members.** Members whose Accounts have been terminated by Origin Systems may not access the Service in any manner or for any reason, including through any other Account, without the express written permission of Origin Systems. Active Members may not knowingly allow former Members whose Accounts have been terminated to use the active Members' Accounts or User IDs.

4. Charges for Service.

(a) **General Charges.** Current fees for using the Service are published in the billing section of the Web Site. Origin Systems may change its fees and billing methods at any time effective thirty (30) days after notice of the changes are posted on the Web Site. All changes will be posted on the Web Site and you are responsible for reviewing the billing section of the Web Site to obtain timely notice of such changes. If any such change is unacceptable to you, you may terminate your use of the Membership as provided in Section 9. Your continued use of the Service thirty (30) days after posting of the changes on the Web Site will mean you accept such change. YOUR MEMBERSHIP FEES ARE PAYABLE IN ADVANCE AND ARE NOT REFUNDABLE IN WHOLE OR IN PART. For further information on billing see the Web Site. If your use of the Service is subject to use or sales tax then Origin Systems may also charge you for any such taxes, which will be in addition to the rates and charges published in the billing section of the Web Site. YOU ARE FULLY LIABLE FOR ALL CHARGES UNDER YOUR ACCOUNT, INCLUDING ANY UNAUTHORIZED CHARGES.

(b) **Payment by Credit Card.** If you pay for the Service by credit card, you represent to Origin Systems that you are the authorized user of the credit card used to pay Service charges. Each month you use the Service, you agree and reaffirm that Origin Systems is authorized to charge your credit card. You agree to promptly notify Origin Systems of any changes to your credit card account number, its expiration date and/or your billing address, and you agree to promptly notify Origin Systems if your credit card expires or is cancelled for any reason.

5. Rights and Responsibilities.

(a) **Content.** You acknowledge that: (i) the Software and the Service contain graphics, sound effects, music, animation-style video and text (collectively, "Content"), and (ii) Content may be provided under license by independent content providers, including text contributions from other Members. These independent content providers, including other Members, are referred to in this Agreement as "Content Providers". You, and any user of your Account or User ID, must evaluate, and bear the risk associated with, the accuracy, completeness or usefulness of any Content. Origin Systems does not pre-screen Content as a matter of policy, but Origin Systems has the right, but not the responsibility, to remove Content at any time which it deems to be harmful, offensive, or otherwise in violation of this Agreement.

(b) **Rights.** You acknowledge and agree that all characters created, and items acquired and developed as a result of game play are part of the Software and Service and are the sole property of Origin Systems. You acknowledge that: (i) the Software and the Service permit access to Content that is protected by copyrights, trademarks, and other proprietary rights owned by Origin Systems or Content Providers (collectively, "Rights"), and (ii) these Rights are valid and protected in all media existing now or later developed, and (iii) except as is explicitly provided otherwise, your use of Content shall be governed by the copyright laws of the United States and other applicable laws. You agree that you may upload or otherwise transmit on or through the Service only Content that is not subject to any Rights, or Content in which any holder of Rights has given express authorization for distribution on the Service. Unless specified otherwise in your transmission, by submitting Content to any area on the Service, you automatically grant (or you warrant that the owner of such Content has expressly granted) to Origin Systems the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Content worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed for the full term including any renewal term of any Rights that may exist in such Content.

(c) **Official Service.** Ultima Online has been designed by Origin Systems for play only on the Service. The Software is licensed to you for play on the Service only. Origin does not grant you a license to use the Software for any other purpose. You agree to play Ultima Online only on the Service and not through any other means. You further agree not to create or provide any other means through which others may play Ultima Online, for example, through server emulators. You may not reverse engineer, decompile or disassemble the Software, including any proprietary communications protocol used by the Software. You acknowledge that you do not have the right to create, publish, distribute, create derivative works from or use any graphics, audiovisual display, software programs, utilities, applications, emulators or tools derived from or created for Ultima Online unless specifically authorized in writing by Origin Systems.

(d) **Conduct and Communication.** You, and anyone you authorize to use your Account and User ID on the Service, agree to follow the Rules of Conduct published by Origin Systems. The Rules of Conduct may be found on the Web Site. The Rules of Conduct may change at Origin Systems discretion, at any time. Origin Systems reserves the right to terminate your Membership if it determines in its sole discretion that you have engaged in any impermissible conduct whether or not such conduct violates the Rules of Conduct. You acknowledge, however, that Origin Systems does not pre-screen Content or communication over the Service.

(e) **Privacy.** You understand that you have no expectation of privacy regarding the communications you make on the Service, and that Origin Systems representatives may monitor all communications made by or received from you. You hereby consent to the extraction of hardware system profile data and any data related to operation of the Software through the Service from any computer that logs on to the Service using your Account.

(f) **Parental Guidance.** Ultima Online has been given a "TEEN" rating, which means that parents may find it inappropriate for use by persons under the age of 13. While Origin Systems may choose to monitor and take action upon inappropriate gameplay, chat or links to the Service, it is possible that at any time there may be language or other material accessible on or through the Service that may be inappropriate for children or offensive to some users of any age. While Origin Systems has established Rules of Conduct for players accessing the Service, Origin Systems cannot ensure that other players will not provide Content or access to Content that parents or guardians may find inappropriate or that any user may find objectionable. Origin Systems does not as a matter of policy pre-screen the content of the materials or communications transmitted by each player.

6. **Disclaimer of Warranty.** To the maximum extent allowed by law, Origin Systems, its licensors and subcontractors do not warrant any connection to, transmission over, or results or use of, any network connection or facilities provided (or failed to be provided) through the Service. You are responsible for assessing your own computer and transmission network needs, and the results to be obtained therefrom. **YOU EXPRESSLY AGREE THAT USE OF THE SERVICE AND THE SOFTWARE IS AT YOUR SOLE RISK. THE SERVICE AND THE SOFTWARE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. ORIGIN SYSTEMS, ITS PARENT AND AFFILIATES DISCLAIM ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, REGARDING THE SERVICE, THE SOFTWARE, AND THE INTERNET. ORIGIN SYSTEMS, ITS PARENT AND AFFILIATES ASSUME NO RESPONSIBILITY FOR ANY DAMAGES SUFFERED BY YOU, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, ITEMS OR CHARACTERS FROM DELAYS, NONDELIVERIES, ERRORS, SYSTEM DOWN TIME, MISDELIVERIES OR SERVICE INTERRUPTIONS CAUSED BY ORIGIN SYSTEMS, ITS PARENT, AFFILIATES, LICENSORS AND SUBCONTRACTORS, OR BY YOUR OR ANY OTHER MEMBER'S OWN ERRORS AND/OR OMISSIONS.** Origin Systems makes no warranty with respect to any related software or hardware used or provided by Origin Systems in connection with the Service except as expressly set forth in the documentation of the CD.

7. **Limitation of Liability.** YOU ACKNOWLEDGE AND AGREE THAT ORIGIN SYSTEMS, ITS PARENT AND AFFILIATES SHALL NOT ASSUME OR HAVE ANY LIABILITY FOR ANY ACTION BY ORIGIN SYSTEMS, ITS PARENT, AFFILIATES OR ITS CONTENT PROVIDERS, OTHER MEMBERS OR OTHER LICENSORS WITH RESPECT TO CONDUCT, COMMUNICATION OR CONTENT ON THE SERVICE OR THE SOFTWARE. ORIGIN SYSTEMS, ITS PARENT AND AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE SOFTWARE OR THE SERVICE. ORIGIN SYSTEMS', ITS PARENT'S AND AFFILIATES' ENTIRE LIABILITY TO YOU AND YOUR EXCLUSIVE REMEDY FOR ANY BREACH OF ANY IMPLIED OR EXPRESS WARRANTY, OR FOR BREACH OF THIS AGREEMENT IS LIMITED SOLELY TO THE TOTAL AMOUNT PAID BY YOU FOR THE CD AND THE FEES PAID BY YOU FOR THE SERVICE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, IN SUCH STATES ORIGIN SYSTEMS', ITS PARENT'S AND AFFILIATES' LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

8. **Indemnification.** At Origin Systems' request, you agree to defend, indemnify and hold harmless Origin Systems, its parent, affiliates, licensees, distributors, Content Providers and other Members of the Service, from all liabilities, claims and expenses, including attorneys' fees, arising from any breach of this Agreement by you. Origin Systems reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder, and in such event, you shall have no further obligation to provide indemnification for such matter.

9. **Termination.** Either you or Origin Systems may terminate your Account at any time without further obligation to the other. Further, Origin Systems reserves the rights to terminate the Service at any time without further obligation to you. IF THE SERVICE OR YOUR ACCOUNT IS TERMINATED OR CANCELED FOR ANY REASON, NO REFUND OF ANY FEES WILL BE GRANTED. NO PRORATION OF FEES IS AVAILABLE TO YOU UPON TERMINATION OF THE SERVICE OR YOUR ACCOUNT FOR ANY REASON. UPON TERMINATION OF THE SERVICE OR YOUR ACCOUNT, YOUR ACCESS PRIVILEGES TO ANY AND ALL ACCOUNTS IN THE SERVICE WILL BE TERMINATED AND YOU WILL LOSE ANY CHARACTERS DEVELOPED OR ITEMS ACCUMULATED ON YOUR ACCOUNT AND FORFEIT ANY UNUSED ACCESS TIME THAT YOU PURCHASED OR RECEIVED PRIOR TO TERMINATION. UPON TERMINATION, YOU DO NOT HAVE THE RIGHT TO TRANSFER ANY CHARACTERS OR OTHER ITEMS ASSOCIATED WITH THE ACCOUNT.

10. **Member Lists.** From time to time, Origin Systems may make its Member list available to select companies that offer products and/or information that Origin Systems believes might be of interest to its Members. If you do not want your name released to these companies, please contact Customer Service.

11. **General Provisions.** You may not use, copy, modify, sublicense, rent, sell, assign or transfer the rights or obligations granted to you in this Agreement, except as expressly provided in this Agreement. Any assignment in violation of this Agreement is void, except that you may transfer your Account to another person provided that person accepts the terms of this License Agreement. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of: (i) such provision under other circumstances, or (ii) the remaining provisions hereof under all circumstances. Origin Systems' failure to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of any party to enforce each and every such provision hereafter. The express waiver by Origin Systems of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of Origin Systems shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of Origin Systems. This Agreement is governed by and construed under Texas law as such law applies to agreements between Texas residents entered into and to be performed entirely within Texas. All notices given by you or required under this Agreement shall be in writing and addressed to Origin Systems at 5918 West Courtyard Drive, Austin, Texas 78730, or faxed to (512) 795-8014. Attn.: Ultima Online Account Administration, or emailed to support@owo.com.

In order to set up your Account, you will be required to accept all of the above terms and conditions. If you do not accept this Agreement, follow the return instructions given to you online.