

END USER SOFTWARE LICENSE AGREEMENT AND LIMITED WARRANTY  
FINAL FANTASY XV WINDOWS EDITION PLAYABLE DEMO (the “Software  
Product”)

IMPORTANT - Please read this End User Software License Agreement (“EULA”) carefully before installing this Software Product. By installing, copying, and/or otherwise using the Software Product you agree to be bound by the terms of this EULA and we are only prepared to license you to use the Software Product under the terms of this EULA. Before installing this Software Product please make sure that your computing device meets the minimum technical specifications for the proper operation of this Software Product.

YOUR PARTICULAR ATTENTION IS DRAWN TO:

- THE EXCLUSION CLAUSE AND LIMITATION OF LIABILITY CONTAINED IN PARAGRAPH 7 BELOW; AND
- THE PROVISIONS OF PARAGRAPH 4 WHICH DESCRIBE CERTAIN INFORMATION WHICH MAY BE COLLECTED, STORED AND USED BY US AS A RESULT OF YOUR INSTALLATION AND USE OF THIS SOFTWARE PRODUCT AND/OR ONLINE FEATURES AND EXPLAINS HOW YOUR PERSONAL DATA WILL BE PROTECTED. BY ACCEPTING THIS EULA AND INSTALLING THIS SOFTWARE PRODUCT YOU ARE GIVING YOUR CONSENT TO OUR COLLECTION, STORAGE, USE AND PROCESSING OF SUCH INFORMATION AND DATA IN ACCORDANCE WITH PARAGRAPH 4 AND OUR PRIVACY AND COOKIES POLICIES. SQUARE ENIX (AS THAT TERM IS DEFINED BELOW) TAKES YOUR PRIVACY SERIOUSLY AND WE STRONGLY RECOMMEND YOU TAKE TIME TO READ THE PRIVACY POLICY AND COOKIES POLICIES APPLICABLE TO YOUR REGION (designated in Paragraph 1) AND PERIODICALLY CHECK FOR ANY UPDATES MADE TO THEM.

DOWNLOAD OF SOFTWARE PRODUCT

IF YOU AGREE TO BE BOUND BY THIS EULA PLEASE EXPRESS YOUR AGREEMENT BY CLICKING ON OR CHECKING "I AGREE", “ACCEPT” OR SIMILAR BUTTON OR CHECK BOX AT WHICH POINT THE SOFTWARE PRODUCT WILL BE INSTALLED ONTO YOUR HARD DRIVE. IF YOU DO NOT AGREE TO BE

BOUND BY THE TERMS OF THIS EULA, EXPRESS YOUR DISAGREEMENT BY CLICKING OR CHECKING "CANCEL", "NOT AGREE" OR SIMILAR BUTTON OR CHECK BOX AND THE SOFTWARE PRODUCT WILL NOT BE LOADED ONTO YOUR HARD DRIVE AND NO LICENCE SHALL BE GRANTED TO YOU IN RESPECT TO THE SOFTWARE PRODUCT. IF YOU ARE A "MINOR" YOUR PARENT OR LEGAL GUARDIAN'S CONSENT TO THIS EULA IS REQUIRED. IN THIS EULA, "MINOR" MEANS THAT YOU ARE AGED BETWEEN 13 AND 17 FOR THE AMERICAN REGION AND THE EMEA REGION, AND UNDER 20 FOR THE ASIAN REGION (EACH "REGION" IS DEFINED BELOW).

#### Technical Support:

If you require technical assistance, please refer to the manual accompanying the Software Product or visit one of the following websites applicable to your region. If you choose to contact Square Enix's customer support in your region, you are responsible for any applicable telephone and/or data communication charges. Square Enix does not guarantee that technical assistance will be available for any given time or for any length of time.

American Region: <http://support.na.square-enix.com/>

EMEA Region: <http://support.eu.square-enix.com/>

Asian Region: <http://support.jp.square-enix.com/>

#### 1. Legal Agreement

This EULA is a legal agreement between you and Square Enix, which governs your use of the Software Product. For purpose of all of your contractual relationships concerning the Software Product, "Square Enix" refers to the Square Enix affiliate for your geographic region, with which you are first entering into this EULA and acquired the Software Product so long as you use the Software Product. You are not entering into any contractual or other relationship with any other Square Enix affiliate as a result of your use of the Software Product or the service under this EULA. Note: If Square Enix

determines that you have intentionally provided improper information to Square Enix such that you are registered in the wrong region, Square Enix reserves the right to either (i) transfer your account to the proper region, making you subject to the rules, agreements and fees for that region, or (ii) terminate your account, without recourse.

(a) For the American region, “Square Enix” means Square Enix, Inc., registered office at 999 N. Sepulveda Blvd., 3rd Floor, El Segundo, CA 90245, U.S.A.

You are in the “American Region” if you acquired the Software Product while you are in: North America, South America, Central America, American Samoa, Guam, the United States Minor Outlying Islands or the Caribbean (excluding Cuba).

(b) For the EMEA region, “Square Enix” means Square Enix Ltd., registered office: at 240 Blackfriars Road, London, SE1 8NW United Kingdom.

You are in the “EMEA Region” if you acquire the Software Product while you are in: Åland Islands, Albania, Algeria, Andorra, Angola, Australia, Austria, Bahrain, Bangladesh, Belarus, Belgium, Bhutan, Bosnia and Herzegovina, Botswana, Bouvet Island, British Indian Ocean Territory, Brunei Darussalam, Bulgaria, Burundi, Cameroon, Central African Republic, Chad, Christmas Island, Cocos (Keeling) Island, Comoros, Congo and the Democratic Republic of Congo, Cook Islands, Croatia, Cyprus, Czech Republic, Denmark, Djibouti, Egypt, Equatorial Guinea, Eritrea, Estonia, Ethiopia, Faroe Islands, Fiji, Finland, France, French Guiana, French Polynesia, French Southern Territories (South Pacific), Gabon, Georgia, Germany, Gibraltar, Greece, Greenland, Guernsey, Holy See/Vatican City State, Hungary, Iceland, India, Ireland, Isle of Man, Israel, Italy, Jersey, Jordan, Kazakhstan, Kenya, Kuwait, Kyrgyz, Latvia, Lesotho, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madagascar, Malawi, Maldives, Malta, Mauritania, Mauritius, Mayotte, Monaco, Mongolia, Montserrat, Morocco, Mozambique, Namibia, Nepal, Netherlands, New Caledonia, New Zealand, Norfolk Island, Norway, Oman, Pakistan, Papua New Guinea, Poland, Portugal, Qatar, Réunion, Romania, Russian Federation, Saint Helena, Samoa, San Marino, Saudi Arabia, Serbia, Seychelles, Slovakia, Slovenia, South Africa, Spain, Swaziland, Sweden, Switzerland, Tajikistan, Tanzania, Timor-Leste, Tokelau, Tonga, Tunisia, Turkey, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Yemen, or Zambia.

(c) For the Asian region, “Square Enix” means Square Enix Co., Ltd, registered office at 6-27-30 Shinjuku, Shinjuku-ku Tokyo 160-8430 JAPAN.

You are in the “Asian Region” if you acquire the Software Product while you are in: Japan,

Republic of Korea, Taiwan, Laos, Thailand, Hong Kong, Vietnam, Philippines, Malaysia, Singapore, Indonesia, Cambodia or Macaw.

For the purposes of this EULA, references to the Software Product includes computer software owned by Square Enix or its third party suppliers/licensors and associated media; any printed materials; manuals; any on-line or other documentation; and to the extent it is not distributed under a separate license agreement, any updates or patches to the original game software which are provided to you or which you may download from any Square Enix web site or other source authorized by Square Enix expressly for such purpose). The terms and conditions of this EULA are without prejudice to any terms and conditions governing your use of any third party proprietary software product including without limitation any Microsoft Store software. Such third party proprietary software may be embodied on the media containing this Software Product or otherwise downloaded within the software package containing the Software Product and may be required in order to use certain features of this Software Product, which use may be subject to and conditional upon your acceptance and observance of additional third party end user license agreements.

Copyright and other intellectual property laws and treaties protect this Software Product. The Software Product is licensed, not sold.

## 2. Grant of Limited Non-Exclusive License

As long as you are in compliance with the provisions of this EULA, Square Enix grants you the non-exclusive right and limited license to:

(a) install one (1) copy of the Software Product into, and use it on, a single hard drive which is under your custody and control and which meets the specifications referred to in the manual for your own private and domestic use only;

(b) transfer the Software Product from one hard drive to another PROVIDED it is used on only one (1) hard drive at any one time and any hard drive on which it is used is under your custody and control at the time of use;

(c) transfer the Software Product (complete with all components and documentation) and the benefit of this EULA to another person PROVIDED such person has agreed to accept the terms of this EULA and you contemporaneously transfer any permitted copies of the Software Product you may have made to that person or destroy all copies of the Software Product not transferred. If any transferee does not accept such terms then this

EULA shall automatically terminate. Upon such transfer, you undertake to delete this Software Product from your hard drive and the license granted to you under this EULA shall automatically and immediately terminate.

All rights not expressly granted hereunder are, to the maximum extent permitted by law, reserved to Square Enix and its licensors. Your rights to use the Software Product under this EULA are strictly conditional upon your observance of the terms and conditions contained in this EULA at all times.

### 3. Restrictions

You are not permitted to:

(a) make any commercial use or exploit the Software Product in any manner whatsoever;

(b) install or use the Software Product on a network server, multi-user arrangement or remote access arrangement for the purposes of distribution to one (1) or more other computer(s) on that network or to effect such distribution or otherwise make a copy of the Software Product available in any manner or via any media where it could be used by multiple users;

(c) without a separate license from Square Enix, use the Software Product or permit the use of the Software Product, on more than one personal CPU, game console, handheld device, "smart phone" or PDA at the same time;

(d) to rent, lease, sub-license, loan, exploit for profit or gain, copy, modify, adapt, merge, translate, use, reproduce, distribute, broadcast, publicly perform, store in a retrieval system or otherwise deal in the Software Product or any part thereof in any way, except as expressly permitted by this EULA and/or to the extent expressly permitted under applicable law,;

(e) to reverse engineer, derive source code, modify, decompile, disassemble, or create derivative works based on the whole or any part of the Software Product, in whole or in part, except as the applicable law expressly permits. Where applicable law expressly permits any such acts, any lawful modifications, adaptations and improvements and all copyrights therein shall be deemed assigned to and shall belong to, vest in and be the

exclusive property of Square Enix and/or its licensors on creation to the maximum extent permitted by law and you hereby waive all or any moral rights in such creations;

(f) remove, disable or circumvent any security protections or any technical measures that control access to the Software Product and/or are designed to prevent or inhibit the infringement of any copyright or other intellectual property right in the Software Product;

(g) remove, modify, deface or circumvent any proprietary notices or labels contained on or within the Software Product;

(h) export or re-export the Software Product or any copy or adaptation in violation of any applicable laws or regulations; or

(i) create data or executable programs that mimic data or functionality in the Software Product.

Furthermore, you agree that you shall abide by any of the safety information, maintenance instructions or other relevant notices contained in the manual that is included with the Software Product.

#### 4. Your Consent to the Use by Us of Certain Data

Square Enix may from time to time, during your gameplay, collect anonymous, non-personally identifiable information (i.e. information which neither identifies you nor is linked to, associated with or capable of being used to identify, you) including how you are using the Software Product (including information about your successful installation and removal of the Software Product). This information may also include your internet protocol (I.P.) address (a numeric label assigned by your internet service provider to identify your internet-enabled device), which may be treated as personal identifiable information in certain jurisdictions. This information may be used to help you use the Software Product over the internet (if the Software Product contains Online Features) but also to help Square Enix better understand how its customers are using the Software Product and their behavior and preferences so that Square Enix can improve its products

and services in the future. This information and any other data which you may provide to Square Enix or which may be collected by Square Enix in connection with your installation and use of the Software Product or any Online Features will be collected, stored, retrieved, used and distributed in accordance with Square Enix's latest Privacy Policy, Terms of Use, and Cookies Policy applicable to your region, which are located at following websites:

American Region:        <http://na.square-enix.com/us/documents/privacy>  
                                 <http://na.square-enix.com/us/documents/cookies>  
                                 <http://na.square-enix.com/us/documents/tnc>

EMEA Region:            <http://eu.square-enix.com/en/documents/privacy>  
                                 <http://eu.square-enix.com/en/documents/cookies>  
                                 <http://eu.square-enix.com/en/documents/tnc>

Asian Region:            <http://www.jp.square-enix.com/privacy/>

With the exception of this Paragraph 4, if there is a direct conflict between the terms of (i) this EULA and (ii) any of the above-described Privacy Policies, Terms of Use, or Cookies Policies, the terms of this EULA shall control.

By purchasing, activating, or using the Software Product, you unconditionally and irrevocably agree to the terms of the applicable Privacy Policy, Terms of Use, and Cookies Policy as provided and amended from time to time.

In the event of any conflict between any provision of the applicable Privacy Policy, Terms of Use, or Cookie Policy and this Paragraph 4, the applicable Privacy Policy, Terms of Use, or Cookie Policy shall prevail.

## 5. Termination

Without prejudice to any other rights, Square Enix may terminate this EULA immediately without notice if you fail to comply with the terms and conditions of this EULA. In the event of termination, you must destroy all copies of the Software Product and all of its component parts including any Software Product stored on the hard disk of any computing device. You may also terminate the EULA at any time by destroying the Software Product and uninstalling it from your hard drive or other applicable hardware.

All provisions of this EULA relating to disclaimers or warranties, limitations of liability, remedies, damages, Square Enix's proprietary rights, choice of law and jurisdiction, indemnity and miscellaneous shall survive termination.

## 6. Ownership

You only own the physical media on which the Software Product is recorded. Square Enix and/or its licensors shall at all times retain ownership of the Software Product as recorded on the media and all subsequent copies regardless of form.

## 7. Limited Warranty and Exclusions

7.1 This limited warranty is in addition to, and does not affect, those of your statutory rights which cannot be excluded or limited in any way under the applicable law.

7.2 THE SOFTWARE PRODUCT ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SQUARE ENIX AND ITS LICENSORS DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS OR OTHER TERMS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SOFTWARE PRODUCT AND EACH AND EVERY PART THEREOF. WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING, SQUARE ENIX DOES NOT WARRANT THAT THE SOFTWARE PRODUCT IS ERROR-FREE OR THAT IT WILL OPERATE WITHOUT INTERRUPTION, NOR THAT SQUARE ENIX WILL REPAIR ANY ERRORS IN THE SOFTWARE PRODUCT. SQUARE ENIX FURTHER DOES NOT WARRANT THAT THE SOFTWARE PRODUCT WILL OPERATE ON ALL TYPES OF COMPUTING DEVICES.

7.3 IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

(A) IN NO EVENT SHALL SQUARE ENIX OR ITS LICENSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR ANY



PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THIS SOFTWARE PRODUCT, EVEN IF SQUARE ENIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ENTIRE RISK OF USE (INCLUDING WITHOUT LIMITATION, (A) ANY DAMAGE TO YOUR COMPUTING DEVICE HARDWARE, DATA OR SOFTWARE OR (B) AS A RESULT OF THE FAILURE TO ADHERE TO ANY PRECAUTIONS FOR USE SET OUT IN THE MANUAL) RESIDES WITH YOU.

(B) IN ANY CASE, THE MAXIMUM AGGREGATE LIABILITY OF SQUARE ENIX AND ITS LICENSORS UNDER OR IN RELATION TO THIS EULA OR THE USE OR ATTEMPTED USE OF THIS SOFTWARE PRODUCT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE PRODUCT.

7.4 Nothing in this EULA shall limit or exclude Square Enix's liability to you in negligence for death or personal injury, to the extent such exclusion or limitation is unlawful, unenforceable or void under any applicable law.

7.5 Some jurisdictions do not permit the warranty disclaimers or limitations on liability set forth in this paragraph 7. Nothing in this paragraph 7 shall affect your statutory rights as a consumer which under the applicable law are not capable of exclusion or limitation. These statutory rights may vary from state/jurisdiction to state/jurisdiction.

7.6 You understand that the Software Product may be updated or patched at any time and in doing so no obligation to provide such updates or patches to you pursuant to this EULA or otherwise shall arise.

## 8. Governing Law and Dispute Resolution

<b>Territory</b>	<b>Jurisdiction</b>	<b>Applicable Law</b>
American Region:	Courts of Los Angeles	California law excluding conflict of law
EMEA Region:	Courts of England and Wales	English Law
Asian Region	District Court of Tokyo	Japanese Law

8.1 If you acquired this Software Product in the EMEA region, any claim or dispute of whatever nature (including any non-contractual dispute) arising out of or relating to this EULA or the Software Product shall be governed by, and construed in accordance with, English law. Each party irrevocably submits for all purposes in connection with the

EULA or the Software Product (including any such dispute or claim) to the exclusive jurisdiction of the English courts, except that nothing in this EULA shall limit Square Enix's right to bring any action against any party in any other court of competent jurisdiction, nor shall the bringing of such action in one or more jurisdictions preclude the bringing of any other such actions in any other jurisdiction (whether concurrently or not) to the extent permitted by the law of such jurisdictions.

8.2 If you acquired this Software Product in the American region, any claim or dispute of whatever nature arising out of or relating to this EULA or the Software Product shall be governed by, and construed in accordance with, the laws of the State of California, USA without regard to its conflict of laws principles and subject to the exclusive jurisdiction of the state and federal courts situated in Los Angeles, California, USA except that nothing in this EULA shall limit Square Enix's right to bring any action against any party in any other court of competent jurisdiction, nor shall the bringing of such action in one or more jurisdictions preclude the bringing of any other such actions in any other jurisdiction (whether concurrently or not) to the extent permitted by the law of such jurisdictions

8.3 If you acquired this Software Product in the Asian region, any claim or dispute of whatever nature arising out of or relating to this EULA or the Software Product shall be governed by, and construed in accordance with, the laws of Japan and subject to the exclusive jurisdiction of the court of Tokyo District Court of Japan.

8.4 The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this EULA regardless of the territory or jurisdiction a claim is brought in.

## 9. Injunction

Because Square Enix would be irreparably damaged if the terms of this EULA were not specifically enforced, you agree that we shall be entitled, without bond or other security or proof of damages, to take action as may be required, including without limitation, the right to seek an injunction and other equitable remedies, in addition to any other remedies available to us under applicable law.

## 10. Indemnity

You agree to indemnify, defend and hold harmless Square Enix, its partners, affiliates, contractors, licensors, officers, directors, employee and agents from all claims, damages, costs and expenses (including reasonable legal fees) arising directly or indirectly from your acts of omissions in connection with using the Software Product or any breach by you of the terms of this EULA.

## 11. Miscellaneous

11.1 If you acquired this Software Product in the United States of America, you will not export or re-export it except as authorized and permitted by the laws and regulations of the United States of America.

11.2 Without prejudice to paragraph 7,5, this EULA together with any other agreement, policy or other document expressly referred to in this EULA constitutes the entire agreement between Square Enix and you with respect to the license and use of the Software Product and supersedes all prior or contemporaneous understandings. Without prejudice to paragraphs 11.4 and 11.5, no amendment or modification of this EULA will be binding unless made in writing and signed by a duly authorized representative of Square Enix.

11.3 You agree and acknowledge that all title, ownership rights, and intellectual property rights connected with the Software Product and any and all copies thereof (including but not limited to any derivative works, titles, computer code, themes, objects, characters, character names, stories, dialogs, catch phrases, locations, concepts, artwork, graphics, animation, sounds, musical compositions, audio-visual effects, text, screen displays, methods of operation, moral rights, “applets” incorporated into the Software Product, and any related documentation) are owned by Square Enix or its licensors.

11.4 Square Enix reserves the right to amend this EULA at any time, at its sole discretion, but will post such changes on the Square Enix website and/or will communicate such changes to you via and digital rights management system used to protect the content of the Software Product such as, where applicable, the Microsoft Store service where Microsoft Store software is used for such purpose. If any such future changes to this EULA are unacceptable to you or cause you to no longer be in compliance with this EULA you may terminate this EULA in accordance with the above Termination provisions. Your installation and/or continued use of any updates or modifications to the Software Product

or your continued use of the Product Software following notice of changes to this EULA will constitute your acceptance of any and all such changes to the terms of this EULA.

11.5 If any court or competent authority finds that any provision of this EULA (or part of any provision) is invalid, illegal or unenforceable under the applicable law, 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.

Last updated 22 February 2018