

FINAL FANTASY® XV

Closed Online Test Agreement for Multiplayer DLC

Square Enix Limited registered in England with company number 01804186 and registered office address 240 Blackfriars Road, London SE1 8NW ("**Square Enix**", "**Company**", "**us**" or "**we**") is planning to conduct a Closed Online Test from 3rd August 2017 to 8th August 2017 of the upcoming online multiplayer downloadable content feature for FINAL FANTASY® XV ("**DLC**"). Testers may participate in one or more rounds of Testing of the DLC 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 Closed Online Test. However, we do not guarantee that you will be able to participate in the Closed Online Test.

All applicants are required to own the Full Season Pass of Final Fantasy XV and either an active (i) PlayStation Plus Membership or (ii) XBOX Live Gold Membership for the duration of the Closed Online Test.

ANY INDIVIDUAL WHO IS 16 YEARS OF AGE OR OLDER MAY BECOME ELIGIBLE TO PARTICIPATE IN THIS CLOSED ONLINE TEST BY ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT BY DOWNLOADING THE DLC. YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND ACCEPTED THE TERMS AND CONDITIONS OF THIS AGREEMENT BY DOWNLOADING THE DLC.

1. GENERAL TERMS AND CONDITIONS

1.1 Definitions

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

"**Test(ing)**" refers to the closed online testing of the DLC.

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

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

"**Company**" refers to Square Enix Ltd, 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 Testing.

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

"**Product**" refers to the DLC 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.

1.2 Compliance with this Agreement

The Tester shall comply with this Agreement and all other rules and instructions issued by Company, at all times while participating in the Test and in any online activities related to or arising out of the 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 Tester. Any rules provided to the 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 Tester's continued participation in this Testing after notification of any amendments to this Agreement will be an indication that the Tester has read and agreed to the amendments. It shall be the 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 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 Testing, or the Testing ends, whichever occurs first.

Company may terminate this Agreement and the 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, Tester acknowledges that any of the following circumstances will result in Company's decision to terminate this Agreement: (a) Tester violates any terms or conditions of this Agreement or any other agreements between Tester and Company; (b) Tester infringes or attempts to infringe any of Company's intellectual property rights; or (c) Tester is judged by Company, in its sole discretion, to be unsuitable to participate in the Testing.

2. TESTER'S RESPONSIBILITIES AND OBLIGATIONS

2.1 General Responsibilities of Tester

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

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

2.2 Tester's Obligations with Respect to Company's Propriety Rights

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

For the avoidance of doubt, 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, or other information or materials supplied to Tester by Company in connection with the Test. Furthermore, 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 Tester by Company in connection with the Test. Nothing in this

Agreement grants or confers, or shall be construed to grant or confer, any rights in the Products, Software, Documentation, or other information or materials supplied to Tester by Company, expressly or by implication, except the express limited rights set forth herein.

2.3 Tester's Responsibility for Expenses

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, FFXV Season Pass and console platform charges for PlayStation Plus and/or XBOX Live Gold subscriptions that may be necessary for participation in the Test.

2.4 Prohibited Conduct

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 Tester to Company.
- (f) Participate in the Test despite the fact that Company has previously suspended or revoked Tester's privileges to use the service in conjunction with the DLC.
- (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, or any other information or materials obtained by Tester in connection with the 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 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 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 Testing at a public place such as an Internet café 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.

Tester will comply with any and all demands by Company to cease engaging in any conduct prohibited by this Agreement.

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 Tester's participation in the Test at any time, for any or no reason, and without notice. Tester acknowledges and agrees that, although the Company has the absolute right to suspend Tester's participation in the Test at any time, for any or no reason, and without notice, that Tester's engaging in any of the conduct prohibited herein will result in Company's decision to suspend Tester's participation in the Test or take other actions permitted by this Agreement or by applicable law.

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 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 Tester's personal information to Others for any purposes other than for the purpose of the Testing, customer service, or sending beneficial information to Testers by postal mail or e-mail. Tester hereby consents to the sharing of Tester's personal information in the circumstances described herein and Tester consents to the Company's

processing of all or any data obtained in respect of the Tester during the course of the Test and such data shall be processed fairly and lawfully by Company in accordance with the terms of the Data Protection Act 1998. Tester shall refer to the terms of Company's privacy policy, which will be posted on Company's official website. 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 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 Tester of any fees or provision of credit.

3.2 Accumulated Data during Testing Period

ALL DATA GENERATED DURING THE TEST BELONGS TO COMPANY. DATA ACCUMULATED BY TESTER DURING THE EARLY PHASES OF TESTING MAY, AT COMPANY'S ELECTION BE TRANSFERRED, IN WHOLE OR IN PART, OVER TO THE PUBLICLY RELEASED VERSION OF THE DLC OR ANY OTHER SUBSEQUENTLY LAUNCHED ONLINE SERVICE. COMPANY RESERVES THE RIGHT TO CHANGE THIS PLAN AT ANY TIME IN ITS SOLE DISCRETION WITHOUT NOTICE.

3.3 Deletion of Information

All information and data supplied by the 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 XV, 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. 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 applicable service.
- (c) When the Company, in its sole discretion, determines such deletion to be necessary for operating, maintaining, and managing the Service.
- (d) When the Company, in its sole discretion, determines it to be 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 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 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 Testing to Others or commission the operation of Testing, entirely or in part, to Others.

4.2 Change in Test Content

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

4.3 Temporary Interruption of Test

Company makes no assurances about the operation or availability of the Test, and the 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 TEST, THE PRODUCT, SOFTWARE, DOCUMENTATION, OR ANY OTHER INFORMATION, MATERIALS, OR SERVICES PROVIDED TO TESTER OR OTHERS IN CONNECTION WITH THE TEST, AND 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 TESTER OR OTHERS IN CONNECTION WITH THE 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.

TESTER ACKNOWLEDGES THAT THE PRODUCT AND SOFTWARE ARE CURRENTLY UNDER DEVELOPMENT AND TESTING BY COMPANY. COMPANY DESIRES TO OBTAIN INPUT FROM 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 TESTER SHOULD TAKE EXTRA CARE IN PRESERVING ITS PRE-EXISTING DATA ON 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 Tester or Others whatsoever relating to or arising out of the Test or the use of the Products, Software, Documentation, or any other information, materials, or services in connection with the

Test, including but not limited to any loss, damages, costs, or expenses due to termination of the Test or Tester's failure to report changes in Tester information in accordance with this Agreement and shall not be obligated to compensate 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 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 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 Tester, and 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 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.

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 TEST OR TESTER'S OR OTHER'S PARTICIPATION IN THE TEST, INCLUDING BUT NOT LIMITED TO BETA TESTER'S AND OTHER'S USE OF THE SERVICE. 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 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 and any dispute or claim arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

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.