

## Unreal® Engine End User License Agreement

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- d. Distribution of Non-C++ Programming Language Integration - You may Distribute an integration of a programming language other than C++ for the Licensed Technology, but if you do, the integration must be Distributed free of charge, permit Distribution in a Product free of charge on all platforms, and be available in source code form (including, but not limited to, any compiler, linker, toolchain, or runtime) to all Engine Licensees.

You are permitted to post snippets of Engine Code, up to 30 lines of code in length, online in public forums for the sole purpose of discussing the content of the snippet and not for the purpose of enabling non-Engine Licensees to use or modify any Engine Code, or to aggregate, recombine, or reconstruct any larger portion of the Engine Code.

You may not sublicense the Licensed Technology in Source Code format. You may not sublicense the Licensed Technology in object code format, or any Content, except to grant end users the ability to use, or to permit your publishers and distributors to market and Distribute, a Product that you Distribute as permitted in Section 1(a) above. This paragraph does not limit your rights to Distribute and sublicense Examples.

When you generate revenue from a Product or Distribute it to end users, you must provide Epic with advance notification at [unrealengine.com/release](https://unrealengine.com/release), as early as reasonably possible, including the name of the Product, the format of distribution, unique Product id (where applicable), and the distribution channel(s).

### ***Other Restrictions***

#### ***UE-Only Content***

For UE-Only Content, you may exercise your rights under the License only if and to the extent that the UE-Only Content is utilized in combination with the Engine Code. For example, you may not develop or Distribute a Product that consists of or contains UE-Only Content but does not contain and require the Engine Code (including as modified by you under the License) for its use. The UE-Only Content will be subject to all of the terms of this Agreement that apply to Content, as well as the additional limitations described in this paragraph. All references in this paragraph to UE-Only Content include modified versions thereof made by you under the License.

### *Non-Compatible Licenses*

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You may not engage in any activity with respect to the Licensed Technology, including as incorporated into a Product, (1) for any gambling-related activities or Products (as defined by law in the jurisdiction of use); (2) for operation of nuclear facilities, aircraft navigation, aircraft communication systems or air traffic control machines, or for military use in connection with live combat; (3) in violation of any applicable law or regulation; (4) in which the Licensed Technology is rented or leased; (5) that misappropriates any of Epic’s other products or services; (6) in support of a claim by you or any third party that the Licensed Technology infringes a patent. You also may not sell or grant a security interest in the Licensed Technology.

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## **3. New Versions and Content**

During the term of your License, you will be entitled to access future Versions of the Engine Code and new Content that Epic chooses to make available to you. Epic does not have any obligation to make new Versions of the Engine Code or new Content available. Nor does Epic have any obligation to continue to make available for access or download any or all Versions of the Engine Code or Content. However, any Versions of the Engine Code and Content that Epic has made available to you, and for which you have accepted any applicable amendment to this Agreement as described in Section 21, are considered part of the Licensed Technology and may be used under the License (as amended by that amendment).

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#### **4. Royalty**

You agree to pay Epic a royalty equal to 5% of all worldwide gross revenue actually attributable to each Product, regardless of whether that revenue is received by you or any other person or legal entity, as follows:

- a. Gross revenue resulting from any and all sales of a Product to end users through any and all media, including but not limited to digital and retail;
- b. Gross revenue resulting from any and all in-app purchases, downloadable content, microtransactions, subscriptions, sale, transfer, or exchange of content created by end users for use with a Product, or redemption of virtual currency, either within a Product or made externally but which directly affect the operation of the Product;
- c. Gross revenue from any Kickstarter or other crowdfunding campaign which is directly associated with Product access or in-Product benefit (*e.g.*, in a multi-tiered campaign, if an amount is established in an early tier solely for Product access, your royalty obligation will apply to that amount for each backer with the same access, but not on additional amounts in higher tiers based on ancillary benefits);
- d. Your revenue from in-app advertising and affiliate programs;
- e. Revenue from advance payments for a Product (from a publisher or otherwise); and
- f. Revenue in any other form actually attributable to a Product (unless excluded below).

However, no royalty is owed on the following forms of revenue:

1. The first \$3,000.00 in gross revenue for each Product per calendar quarter;
2. Consulting fees or work-for-hire fees which are non-recoupable for services performed using the Licensed Technology (*e.g.*, an architect-created walkthrough simulation or a contractor-developed in-house training simulator);
3. Revenue from a Product which solely relies on the Licensed Technology for production of non-interactive linear media (*e.g.*, broadcast or streamed video files, cartoons, or movies) and which is Distributed in a form that does not contain the

Licensed Technology or, in order to deliver, rely on servers running the Licensed Technology;

4. Revenue from a Product which is only Distributed to Engine Licensees (such as through the Marketplace);
5. Revenue from ancillary products which are not software and which do not contain embedded information (such as QR codes) which affects the operation of the Product (e.g., comic books, soundtracks, apparel);
6. Financial winnings generated by awards for the Product;
7. Revenue from donations for a Product which are not tied to Product access or in-Product benefits; and
8. Revenue from interactive amusement park rides or coin-operated arcade games which use the Licensed Technology.

The royalty is based on gross revenue from end users, regardless of whether you sell your Product to end users directly, self-publish via the App Store or any similar store, or work with a publisher. The following simplified example illustrates the application of the royalty to gross sales: if your Product earns \$10 on the App Store, Apple may pay you \$7 (having deducted 30% as a distribution fee), but your royalty to Epic would still be 5% of \$10 (or \$0.50).

Royalties that you pay on an advance payment of revenue for a Product that is recoupable by the payer, such as a publisher, may be credited against future royalty payments that you incur under this Agreement for that Product.

Within 45 days after the end of each calendar quarter in which a Product earns revenue outside of the above-listed royalty exclusions, you must pay to Epic the full amount of the royalty due for that quarter and send Epic a royalty report on a per Product basis. Detailed information on royalty reporting and payment can be found at [unrealengine.com/release](http://unrealengine.com/release).

The royalty will be payable under this Agreement with respect to each Product for as long as any Engine Code or Assets (including as modified by you under the License) incorporated in or used to make the Product are protected under copyright or other applicable intellectual property law.

## **5. Payments**

Epic reserves the right to charge a 2% late fee, per calendar quarter (compounding), for any amounts unpaid after the required due date.

You are responsible for all taxes on all payments required to be made by you under this Agreement (other than taxes that Epic is obligated to pay on its income, which are Epic's responsibility). If you are required by a government agency to reduce your payment to Epic for any reason, you are required to provide sufficient documentation to Epic supporting the

withholding. For questions about withholding taxes or taxes in general, please go to [unrealengine.com/contact](http://unrealengine.com/contact).

## **6. Records and Audits**

You agree to keep accurate books and records related to your development, manufacture, Distribution, and sale of Products and related revenue. Epic may conduct reasonable audits of those books and records. Audits will be conducted during business hours on reasonable prior notice to you. Epic will bear the costs of audits unless the results show a shortfall in payments in excess of 5% during the period audited, in which case you will be responsible for the cost of the audit.

## **7. Support**

Epic does not have any support obligations with respect to the Licensed Technology under this Agreement. Support resources may be obtained at [unrealengine.com/faq](http://unrealengine.com/faq).

## **8. Feedback and Contributions**

If you provide Epic with any Feedback, Epic is free to use the Feedback however it chooses. If you make any Contribution available to Epic, you hereby assign to Epic all right, title, and interest (including all copyright, patent, and other intellectual property rights) in that Contribution for all current and future methods and forms of exploitation in any country. If any of those rights are not effectively assigned under applicable law, you hereby grant Epic a non-exclusive, fully-paid, irrevocable, transferable, sublicensable license to reproduce, distribute, publicly perform, publicly display, make, use, have made, sell, offer to sell, import, modify and make derivative works based on, and otherwise exploit that Contribution for all current and future methods and forms of exploitation in any country. If any of those rights may not be assigned or licensed under applicable law (such as moral and other personal rights), you hereby waive and agree not to assert all of those rights. However, you may continue to freely use any Feedback that you provide to Epic, and you may continue to use, in any manner consistent with the License, any Contribution (including Unreal Tournament Code Contributions) that you make available to Epic. For Unreal Tournament Content Contributions, you may continue to use those Contributions only in a manner consistent with the Unreal Tournament License.

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You acknowledge that, as a default setting, the Engine Code will collect and send to Epic anonymous hardware and usage data from end users of Products. This functionality is used by Epic to improve the Engine Code. You may modify the Engine Code under the License to turn off that functionality in your Product, or you may include in your Product the capability for your end users to turn off that functionality in the Product.

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**breach of warranty, or otherwise and even if Epic or its affiliates have been advised of the possibility of such damages. These limitations and exclusions regarding damages apply even if any remedy fails to provide adequate compensation.**

**Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in those states or jurisdictions, the foregoing limitations of liability shall apply only to the full extent permitted by law.**

#### **14. Indemnity**

You agree to indemnify, pay the defense costs of, and hold Epic, its licensors, its and their affiliates, and its and their employees, officers, directors, agents, contractors, and other representatives harmless from all claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees, costs, and expert witnesses' fees) that arise from or in connection with (a) any claim that, if true, would constitute a breach by you of this Agreement (including, without limitation, any Distribution or sublicensing of the Licensed Technology in violation of this Agreement) or negligence by you, (b) any claim brought by any third party to whom you Distribute or sublicense the Licensed Technology in violation of this Agreement (including without limitation any claim that the Licensed Technology infringes a patent), (c) any claim that any Product or any other matter you created, or your exercise of the Epic Licenses, infringes any third party's intellectual property rights or other proprietary or personal rights (except to the extent of any claim that your authorized use of unmodified Engine Code or Content originally provided to you by Epic under this Agreement infringes any United States patent, trademark or copyright), or (d) any federal, state, or foreign civil or criminal actions related to any Product. You agree to reimburse Epic on demand for any defense costs incurred by Epic and any payments made or loss suffered by Epic, whether in a court judgment or settlement, based on any matter covered by this Section 14.

If you are prohibited by law from entering into the indemnification obligation above, then you assume, to the extent permitted by law, all liability for all claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees, costs and expert witnesses' fees) that are the stated subject matter of the indemnification obligation above.

#### **15. Export Compliance**

You agree to comply with all applicable federal and foreign laws, regulations, and rules, and complete any required undertakings. You will obtain any necessary export license or other governmental approval prior to accessing, downloading, exporting, re-exporting, or releasing the Licensed Technology. You represent and warrant that you do not appear on any United States list of prohibited or restricted parties (including the Specially Designated Nationals List).

#### **16. Term and Termination**

**A. Term of the License.** This Agreement will continue in effect unless terminated as described below.

**B. Termination by Epic.** Epic may terminate the Agreement by providing written notice if you materially breach any provision of this Agreement and the breach is not curable or, if it is curable, you fail to cure the breach within thirty (30) days of notice of the breach from Epic. Without limiting the foregoing, your failure to make any payment due under this Agreement or breach of any restriction under the Epic Licenses constitutes a material breach of this Agreement.

**C. Termination for Patent Action.** The Agreement will terminate automatically as of the date you commence any claim that the Licensed Technology infringes a patent, or otherwise support any claim by a third party that the Licensed Technology infringes a patent.

**D. Effect of Termination.** Upon any termination, the Epic Licenses will automatically terminate, you may no longer exercise any of the rights granted to you by the Epic Licenses, and you must destroy all copies of the Licensed Technology in your possession and cease distributing any Products developed under this Agreement. Within 30 days of termination, unless otherwise agreed by Epic, you must destroy all Products in your inventory.

#### **E. No Refunds**

**Except to the extent required by law, all payments, fees and royalties are non-refundable under all circumstances, regardless of whether or not this Agreement has been terminated.**

#### **F. Surviving Provisions**

Sections 4-6, 8-10, 12-14, 16-18, and 22-26 will survive termination of this Agreement.

### **17. Governing Law and Jurisdiction**

You agree that this Agreement will be deemed to have been made and executed in the State of North Carolina, U.S.A., and any dispute will be resolved in accordance with the laws of North Carolina, excluding that body of law related to choice of laws, and of the United States of America. Any action or proceeding brought to enforce the terms of this Agreement or to adjudicate any dispute must be brought in the Superior Court of Wake County, State of North Carolina or the United States District Court for the Eastern District of North Carolina. You agree to the exclusive jurisdiction and venue of these courts. You waive any claim of inconvenient forum and any right to a jury trial. The Convention on Contracts for the International Sale of Goods will not apply. Any law or regulation which provides that the language of a contract shall be construed against the drafter will not apply to this Agreement.

### **18. Class Action Waiver**

**You agree not to bring or participate in a class or representative action, private attorney general action, or collective arbitration related to the Licensed Technology or this Agreement. You also agree not to seek to combine any action or arbitration related to the Licensed Technology or this Agreement with any other action or arbitration without the consent of all parties to this Agreement and all other actions or arbitrations.**

## **19. U.S. Government End Users**

The Licensed Technology and related documentation are “Commercial Items” (as defined at 48 C.F.R. §2.101), consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation” (as used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable). The Licensed Technology is being licensed to U.S. Government end users only as Commercial Items and with only those rights as are granted to other licensees (other than Academic Institutions) under this Agreement.

## **20. Independent Contractor**

You and Epic are independent contractors and are not the legal representative, agent, joint venturer, partner, or employee of the other. Neither party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party.

## **21. Amendments of this Agreement**

**Epic may issue an amended Agreement at any time in its discretion by providing notice to you or by providing you with digital access to the amended Agreement when you next log in to your Account, access the Marketplace, or download additional Content or new Versions. You are not required to accept the amended Agreement. However, in order to continue accessing your Account or the Marketplace or to download or use additional Content or new Versions, you must accept the amended Agreement. By logging in to your Account, using the Marketplace, or downloading or using additional Content or a new Version, you hereby agree to be bound by the amended Agreement then most recently issued by Epic. If you do not accept the amended Agreement, you may not log in to your Account, access the Marketplace, download or use additional Content, or download or use any new Version that is made available by Epic contemporaneously with or after the issuance of that amended Agreement (but this will not terminate your License for the Licensed Technology that you downloaded prior to the issuance of the amended Agreement). If you are a legal entity, acceptance of an amended Agreement by any of your Users will be binding on you.**

## **22. Notices**

Where this Agreement calls for notice from Epic, including written notice, Epic may provide notice to you at the email address that you provided when you registered for the License (or any updated email address you subsequently provide). Epic’s notices to you will be effective when they are sent to that email address.

## **23. No Assignment**

You may not, without the prior written consent of Epic, assign, transfer, charge, or sub-contract all or any of your rights or obligations under this Agreement, and any attempt without that consent will be null and void. You also may not transfer your Account. Epic may at any time

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As used in this Agreement, the following capitalized words have the following meanings:

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“**Contribution**” means any code, whether in Source Code format or object code format, or any other information or content, that you make available to Epic by any means (*e.g.*, via submissions to forums, wiki, or Epic’s GitHub UnrealEngine Network, or through email or otherwise). However, code, information, or content that you only make available to Epic as part of a Marketplace Submission at [unrealengine.com/marketplace/submissions](https://unrealengine.com/marketplace/submissions) does not constitute a Contribution. In addition, mere use of code or content with the Licensed Technology, without making that code or content available to Epic, does not constitute a Contribution.

“**Custom License**” means any agreement signed by you and Epic at any time, other than this Agreement or any amendment to this Agreement, under which you are granted a license to use the Unreal® Engine to develop one or more product(s).

“**Custom Product**” means a product developed pursuant to a Custom License.

“**Distribute**” means to provide or otherwise make a copy available, or to make its functionality available on a network.

“**Engine Code**” means the Source Code and object code of the Unreal® Engine, including any future Versions, as made available to you by Epic under this Agreement, and any object code compiled from that Source Code.

“**Engine Licensee**” means a third party who is separately licensed by Epic to use the Engine Code and Content.

“**Engine Tools**” means (a) editors and other tools included in the Engine Code; (b) any code and modules in either the Developer or Editor folders, including in object code format, whether

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**“Unreal Tournament Project”** means the development project, established on May 8, 2014 and curated by Epic through the GitHub UnrealEngine Network, for the development of a new Unreal Tournament video game.

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**“Version”** means any updated or upgraded version of the Engine Code or Content that Epic chooses to make available to the public.

**“You,” “your” or “yourself”**, whether or not capitalized in this Agreement, means you as an individual or the legal entity exercising rights under this Agreement through you. For legal entities, “you,” “your” and “yourself” include any entity that controls, is controlled by, or is under common control with you, where “control” means the power, direct or indirect, to cause the direction or management of the entity in question, whether by contract or otherwise, or ownership of 50% or more of the outstanding shares or beneficial ownership of the entity in question.

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As used in this Agreement, the defined term “Product” does not include Custom Products, and except as described above, the terms of this Agreement applicable to Products do not apply to Custom Products.

## **26. Miscellaneous**

This Agreement and any document or information referred to in this Agreement constitute the entire agreement between you and Epic relating to the subject matter covered by this Agreement. All other communications, proposals, and representations with respect to the subject matter covered by this Agreement are excluded.

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Any act by Epic to exercise, or failure or delay in exercise of, any of its rights under this Agreement, at law or in equity will not be deemed a waiver of those or any other rights or remedies available in contract, at law or in equity.

Unless otherwise stated in this Agreement, if any term of this Agreement is held by a court or tribunal of competent jurisdiction to be unenforceable, the term will be enforced to the maximum



extent permissible and the remaining terms of this Agreement will remain in full force and effect. You agree that this Agreement does not confer any rights or remedies on any person other than the parties to this Agreement, except as expressly stated.

Epic's obligations are subject to existing laws and legal process, and Epic may comply with law enforcement or regulatory requests or requirements despite any contrary term in this Agreement.