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## 13. MISCELLANEOUS

This Agreement, Psyonix's Terms of Use, and Psyonix's Privacy Policy represent the complete agreement between you and Psyonix relating to use of the Software and related services and products and supersede and replace

any prior agreements between you and Psyonix, whether written or oral. The original language of this agreement is English; any translations are provided for reference purposes only. It is the express wish of the parties that this Agreement and all related documents have been drawn up in English. You waive any right you may have under the law of your country to have this Agreement written or construed in the language of any other country. This Agreement describes certain legal rights. You may have other rights under the laws of your jurisdiction. This Agreement does not change your rights under the laws of your jurisdiction if the laws of your jurisdiction do not permit it to do so. Limitations and exclusions of warranties and remedies in this Agreement may not apply to you because your jurisdiction may not allow them in your particular circumstance. If any part of the Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect. Any failure by Psyonix to enforce or exercise any provision of the Agreement or related rights shall not constitute a waiver of that right or provision. You agree that this Agreement does not convey any rights or remedies on any person other than the parties to this Agreement, except as expressly stated. Psyonix may assign this Agreement, in whole or in part, at any time. You may not assign, transfer or sublicense any or all of your rights or obligations under the Agreement without Psyonix's express prior written consent. Psyonix's performance of the Agreement is subject to existing laws and legal process, and nothing contained in the Agreement is in derogation of Psyonix's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Software or information provided to or gathered by Psyonix with respect to such use. In addition to any excuse provided by applicable law, Psyonix shall be excused from liability for non-delivery or delay in delivery of the Software arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, terrorism, fire, denial of service attack, internet outages, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above. The parties agree that all correspondence relating to this Agreement shall be written in the English language. Any dispute arising out of these Terms shall be resolved in accordance with the laws of the State of California, USA without reference to its conflict of law provisions or the United Nations Convention on Contracts for the International Sale of Goods. Subject to any binding-arbitration provisions set forth in our Terms of Use, you agree that any claim asserted in any legal proceeding by you or Psyonix in connection with this Agreement shall be commenced and maintained in any

state or federal court located in San Diego County, California USA, having subject matter jurisdiction with respect to such dispute. You and Psyonix each agree to submit to the personal jurisdiction of such court. The prevailing party in any such proceeding shall be entitled to reimbursement of court costs, including reasonable attorneys' fees, in addition to any other remedy awarded. Notwithstanding the foregoing, if (and only if) you are using or accessing the Software in the European Union, the following applies: This Agreement shall be construed under the laws of England and Wales. You agree that any claim asserted in any legal proceeding by you or Psyonix in connection with these Terms shall be commenced and maintained in any court of competent jurisdiction in London, England, and you and Psyonix each agree to submit to the personal jurisdiction of such court. Except as otherwise set forth in this Agreement, there are no other third-party beneficiaries of this Agreement. I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FOREGOING END USER LICENSE AGREEMENT AND AGREE THAT MY USE OF THE SOFTWARE IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY THE END USER LICENSE AGREEMENT.

## Supplemental Terms

The following supplemental terms and policies apply to your use of certain Software and Services. Capitalized terms used in these Supplemental Terms which are not otherwise defined have the meanings given to them in the Psyonix End User License Agreement or Psyonix Terms of Use (as applicable, the "Agreements").

### 1. Sony PlayStation Users

You and Psyonix acknowledge and agree that the following are intended third-party beneficiaries of the Agreements:

- Sony Computer Entertainment, Inc.
- Sony Computer Entertainment America LLC,
- Sony Computer Entertainment Europe Ltd.

### 2. Apple iOS Users

The following additional terms and conditions apply with respect to Software and Services available for use on any Apple, Inc. ("Apple") iPhone or iPad devices that you own or control:

You acknowledge that your agreement is not with Apple. Psyonix, not Apple, is solely responsible for the Software and Services and the content thereof.

Your use of the Software and Services shall be subject to the Agreements, including these Supplemental Terms, and as permitted by the Usage Rules set forth in the App Store Terms and Conditions as of the date you download or first use the Software and Services (which you acknowledge you have had the opportunity to review).

You agree that Apple has no maintenance or support obligations with respect to the Software and Services.

You acknowledge and agree that Apple is not responsible for any product warranties, whether express or implied by law, with respect to the Software and Services. If you are legally entitled to a warranty in your country or other jurisdiction, then in the event of any failure of the Software and Services to conform to such required warranty, you may notify Apple, and Apple will refund the purchase price, if any, paid by you to Apple for the Software and Services. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Software and Services, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to such required warranty will be Psyonix's sole responsibility. However, you understand and agree that in accordance with the Agreements, Psyonix has disclaimed all warranties of any kind with respect to the Software and Services, and therefore, there are no warranties applicable to the Software and Services, except those required by law.

As between Apple and Psyonix, Psyonix, not Apple, is responsible for addressing your or any third party's claims relating to the Software and Services or your possession and/or use of the Software and Services, including, but not limited to: (i) product liability claims; (ii) any claim that the Software or Services fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. In the event of any third party claim that the Software or Services or your possession and use of the Software or Services infringes that third party's intellectual property rights, Psyonix, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim (if and to the extent required under the Agreements).

You agree that the Agreements do not confer any rights or remedies on any person other than the parties to the Agreements, except as expressly stated. Notwithstanding the foregoing, Apple, and Apple's subsidiaries, are third

party beneficiaries of the Agreements, and upon your acceptance of the Agreements, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreements against you as a third party beneficiary thereof.

Any end-user questions, complaints or claims with respect to the Software and Services should be submitted at <https://support.rocketleague.com>.