

ELECTRONIC ARTS
[COMPUTER GAME ROOM] LICENSE AGREEMENT

This License Agreement is made as of _____, ____ (referred to as the “Effective Date”) by and between Electronic Arts Inc., a Delaware corporation and Electronic Arts Polska Sp. z o.o. with offices located at ul. Ilzecka 26, 02-135 Warszawa (together referred to as “EA”) and the owner of the computer game room listed below (referred to as the “Operator”):

Operator Name: _____

Address of Computer Game Room: _____

Contact Details (name, e-mail address, phone) _____

Background: The Operator owns and manages a computer game room at the location specified above (referred to as the “Game Room”) at which members of the public are allowed to operate personal computers or game machines for a limited amount of time in return for a fee. EA publishes, markets and sells entertainment software products for play on computers and other game machines. Operator has decided to purchase certain EA products (the “EA Products”) for play by consumers in the Game Room. The EA Products that are covered by this License Agreement will be specified in order confirmation forms that are mutually accepted in writing by EA and Operator from time to time, and as evidence of the inclusion of specific EA Products under this License Agreement, copies of the order confirmation forms will be attached to this License Agreement. Operator will purchase the EA Products to be used in the Game Room only from EA, or from a distributor who is specifically licensed and authorized by EA to provide EA Products to computer game rooms in the country in which the Game Room is located.

License to Use the EA Products in a Business: Ordinarily, purchasers of EA Products do not have the right to use them in a business. However, this License Agreement permits Operator to allow its customers to use the EA Products on computers or game machines that are physically located in the Game Room during the time that this License Agreement is in effect. Each EA Product unit disk may only be used on one computer or game machine at a time. Operator may only install each EA Product on the number of computers in the Game Room that is agreed in writing between EA and Operator at the time that EA Product is supplied by EA. Operator will ensure that at any one time, the total number of computers running an EA Product in the Game Room will not exceed the total number of unit disks of that EA Product purchased by the Operator from EA under this License Agreement and as set forth on the order confirmation forms. This License Agreement also allows Operator to advertise that the Game Room is an authorized provider of each EA Product covered under this License Agreement, but otherwise Operator is not permitted to use any trademark or service mark of EA or its affiliates. The Operator will not erase, remove or make illegible any copyright notices or other proprietary or confidentiality legends that are printed on or contained in the EA Products delivered to Operator for use in the Game Room.

Limitations: The EA Products may only be installed and used on computers or game machines located on the physical premises of the Game Room. Operator will not attempt to install any EA Product on any computer or game machine located outside of the Game Room. Operator will not attempt to make any copies of the EA Products and will not allow any person to take any EA Products out of the Game Room for any reason. Operator will not attempt to reverse engineer the EA Products by any method. Operator will not attempt to use the EA Products for any purpose other than the purpose specifically authorized in this License Agreement. Operator will not permit or allow any person to do any of the things that Operator is prohibited from doing in this License Agreement. Operator’s use of any EA trademarks or service marks as permitted in this License Agreement will not provide Operator with any ownership interest whatsoever in those marks. Operator may not return any EA Product, unless it is defective, in which case Operator must inform EA of such defect within seven (7) days from the invoice date of such EA Product and Operator’s only remedy will be for EA to replace the defective EA Product unit. EA shall not be responsible for any installation related difficulties, nor shall EA be liable to refund any costs or fees paid in relation to EA Products. Neither will EA be obligated to provide any technical support to Operator in relation to any EA Products. EA owns all right, title and interest in the EA Products at all times, throughout the world. Operator has no right to sublicense, transfer or assign any EA Products or any of Operator’s rights or obligations under this License Agreement.

Operation of the Game Room: Operator will make sure that its operation of the Game Room complies with all applicable laws, regulations and rules made by any applicable government authority. Operator will: (1) conduct its business in a manner that reflects favorably at all times on the EA Products and the good name, goodwill and reputation of EA; (2) not use deceptive, misleading or unethical practices that are or might be detrimental to EA, the EA Products, or the public; (3) not use any EA Products or any third party products in the Game Room on an unlicensed basis or in any way that is inconsistent with terms of any applicable licenses or laws; (4) not download any EA games or third-party games from the Internet without specific authorization from EA or the copyright owner of such games; and (5) prevent Game Room customers from downloading any EA games or third-party games from the Internet without specific authorization from EA or the copyright owner of such games. In the event Operator increases the number of computers or videogame machines in the Game Room, Operator will promptly notify EA in writing of such increase and the number of computers or videogame machines added. In the event of a decrease in the number of computers or videogame machines in the Game Room, EA will not be liable to refund to Operator any costs or fees previously paid to EA by Operator.

Inspection of Game Room: During the term of the licenses set forth in this License Agreement, EA is entitled to enter and inspect the Game Room without advance notice, to audit or review the Game Room, the EA Products being used and any documents, files, networks, systems, records or other materials that are relevant to Operator's compliance with the terms of this License Agreement. Operator will permit EA's employees, agents or representatives to enter and inspect all parts of the Game Room premises (including all back offices and other areas where the public is not permitted), and will cooperate in every reasonable way with EA's inspection. Operator shall comply with such audit or review and ensure that its personnel shall comply, such compliance to consist of, but not be limited to, providing relevant documents (whether located at the Game Room or not), oral or written clarification, disassembling for non-destructive examination of the network equipment, computers and videogame machines, and allowing and facilitating direct inquiry of Operator's customers.

Term and Termination: This License Agreement will continue in effect for no more than 1 year from the Effective Date hereof. Any renewal thereafter shall be agreed upon by the parties in writing. EA may terminate this License Agreement immediately in the event that Operator breaches any of the terms of this License Agreement. In no event will EA owe Operator any refund of EA Product costs or fees paid. Operator may terminate this License Agreement and stop using the EA Products in the Game Room at any time by delivering written notice to EA, but in that event, Operator will not be entitled to any refund of EA Product costs or fees paid, unless Operator's termination is based on EA's or its employees' willful misconduct or gross negligence.

Choice of Law: This License Agreement will be governed and interpreted under the laws of [Poland] and the Operator fully acknowledges and consents to the application of the laws of [Poland] to this License Agreement. Operator fully understands that all rights and privileges it may have are strictly limited to such as are provided in this License Agreement and relevant laws of [Poland]. Operator hereby waives any defense, claim, or counter claim which it has or may have as a result of its breach of the License Agreement or applicable laws governing the same, and hereby waives any right to object to applicability of this acknowledgement and consent on the basis that the governing law and jurisdiction provisions of the License Agreement do not apply to this acknowledgement and consent or that Operator is ignorant of applicable laws.

Compliance with Local Laws and Registration Obligations: Operator will ensure that the Game Room and its operation are at all times during the term of this License Agreement in full compliance with all applicable laws and regulations, including without limitation any registration requirements. This License Agreement was prepared in two language versions: Polish and English. In the event of inconsistency between these two versions, the English version shall prevail.

Ownership of Intellectual Property Rights: Electronic Arts Inc. is the legal owner of all copyrights and trademarks used in the EA Products and has the sole right to take any and all actions, and bring any and all claims, related to the enforcement of EA's intellectual property rights (including copyright and trademark rights) in the EA Products.

Assignment: This License Agreement is personal to Operator and may not be assigned by Operator to any other person or entity without the express written consent of EA. If Operator is acquired by any third party (through merger, sale of assets or any other corporate reorganization), or if Operator sells the Game Room to a third party,

then EA will have the right to terminate this License Agreement and the licenses set forth herein, with no refund of fees or EA Product costs to Operator. EA may assign this License Agreement (and all of EA's rights and obligations under this License Agreement) to a third party.

Limitation of Liability: EA shall not be liable for consequential, punitive or indirect damages, nor for loss of profits or moral damages, and in no event shall EA's total liability for losses and damages under this License Agreement exceed the total amount paid by Operator to EA for the EA Product that caused or is directly related to said losses and damages.

Entire Agreement: This License Agreement is made up of the terms set forth herein and the terms set forth in each of the order confirmation forms for EA Products that are mutually accepted by EA and Operator.

EA and Operator hereby execute this License Agreement as a binding contract, as of the Effective Date. If Operator is a legal entity (other than an individual), then Operator represents that the person signing on Operator's behalf below has the authority to bind Operator to the terms set forth in this License Agreement.

EA: _____

Operator: _____