

## CYBERPUNK 2077 MOD TOOLS END-USER LICENCE AGREEMENT

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BY INSTALLING, AND/OR USING THE SOFTWARE AND ANY SOFTWARE INCLUDED WITHIN THE SOFTWARE, YOU REPRESENT AND WARRANT THAT

(A) YOU MEET THE AGE REQUIREMENTS IN YOUR LOCATION WHICH ARE REQUIRED IN ORDER TO PURCHASE AND USE THE GAME AND YOU ALSO ACCEPT THE TERMS OF THIS AGREEMENT WITH CD PROJEKT S.A., SEATED AT UL. JAGIELLOŃSKA 74, 03-301 WARSAW, POLAND (“**CDPR**”, “**we**” or “**us**”) OR

(B) YOU ARE BETWEEN 17 AND THE AGE OF ADULTHOOD IN YOUR LOCATION (E.G. 18) AND YOUR PARENT OR GUARDIAN REVIEWED AND APPROVED THIS AGREEMENT ON YOUR BEHALF.

IF YOU DO NOT MEET THE AGE REQUIREMENTS IN YOUR LOCATION WHICH ARE REQUIRED IN ORDER TO PURCHASE AND USE THE GAME AND/OR YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU ARE NOT ALLOWED TO INSTALL OR USE THE SOFTWARE AND ANY OTHER MATERIALS ASSOCIATED WITH THE SOFTWARE.

### 1. LIMITED USE LICENCE

Subject to the conditions described in Section 2 below, CDPR grants you a personal, limited, revocable, non-exclusive, non-transferable and non-assignable (except as expressly provided below), limited licence to (i) install and use the Software on your personal device solely and exclusively for your personal use, (ii) use the Software’s toolset features to create your own content to use with the Game only as necessary to create your own levels/quests to complement your use of the Game and/or create your own modifications to existing content in the Game (collectively, “**User Content**”), and (iii) distribute your User Content by means of providing a copy of the actual User Content to other users (e.g., via online content sharing platforms, ftp, email, disc copies, etc.) in accordance with CD PROJEKT RED Fan Content Guidelines (“**Fan Content Guidelines**”) available at: <https://cdprojektred.com/fan-content/>

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### 2. LICENCE CONDITIONS

(a) You agree not to:

- Use your User Content with any software programs other than the full commercial versions of the Game;
- Post, transmit, promote, distribute or facilitate distribution of User Content that is or may be considered racist, harassing, xenophobic, sexist, discriminatory, abusive, defamatory or otherwise offensive or illegal;
- Post, transmit, promote, distribute or facilitate distribution of User Content that infringes any copyright, trademark, patent, trade secret, privacy, publicity, or other rights;
- indicate falsely that you are our employee or our representative, or attempt to mislead users by indicating that you represent us or any of our partners or affiliates;
- Promote or encourage any illegal activity including hacking, cracking or distribution of counterfeit software;
- Procure, share or upload (in particular through the use of the Software) any files that contain any malicious code, including viruses, spyware, Trojan horses, worms, time bombs, intentionally corrupted data, any other files that contain malicious code or that may in any way damage or interfere with the operation of the Game;
- Modify any part of the Software that we do not specifically authorize you to modify or that we specifically forbid you from modifying, such as, but not limited to, executable files within the Game or Software;
- Use your User Content in any way that may be considered to breach the provisions of Fan Content Guidelines;
- Unless expressly permitted, reverse engineer, derive source code from, modify, decompile, or disassemble the Software, in whole or in part;
- Remove, disable or circumvent any proprietary notices or labels contained on or within the Software;
- Export or re-export the Software or any copy or adaptation thereof in violation of any applicable laws or regulations.

(b) General Permission: subject to the terms herein, you are permitted to use, analyse, modify, combine with other software, as well as create derivative works from the parts of the Software that we released in a source code form and are expressly listed as permitted for such use on the website available at: <https://www.cyberpunk.net/modding-support>.

(c) Protection Of Intellectual Property: We respect the intellectual property rights of others. You must have the legal right to share User Content. You may not share any User Content that is protected by copyright, trademark or other intellectual property rights unless (i) you are the owner of all of those rights or (ii) you have the prior written consent of the owner(s) of those rights to make such use of that User Content. We may, without prior notice to you and in our sole judgment, remove or seek removal of User Content that may infringe the intellectual property rights of a third party.

(d) Contributing User Content; Licence Grant To CDPR: When you create, contribute and share User Content to the Game, Section 4 of the Fan Content Guidelines will apply. In particular, you retain the right to your original User Content, however you expressly grant to us a non-exclusive, permanent, irrevocable, worldwide, sub-licensable, royalty-free licence to use, modify, reproduce, create derivative works from, distribute, exploit, transmit, perform and communicate your fan content in connection with our games.

### 3. LIABILITY

This section 3 does not apply to you if you are resident in the European Union or countries whose laws specifically prohibit the following liability limitations, but it does apply to you if you are resident elsewhere, including in the United States of America.

(a) Our Disclaimers: Your use of the Software is at your own risk. Except as we have set out elsewhere in this Agreement, CDPR and its affiliates, partners and licensors disclaim any implied or express warranties or representations regarding the Software. Software is provided to you on an "as is", "as available" basis without warranties or representations of any kind, express or implied, and we are not liable for any loss, damage or harm of any kind arising from your use of or inability to use the Software. To the fullest extent permitted by applicable law, we disclaim all warranties, express or implied, which might apply to the Software, including: implied warranties of title, non-infringement, merchantability, satisfactory quality, fitness for a particular purpose, any warranties that may arise from course of dealing or course of performance or usage of trade, freedom from viruses or errors or defects, and/or any warranties as to the accuracy, legality, reliability or quality of any content or information contained within the Software. We do not warrant that the Software will be uninterrupted or error-free, that defects will be corrected, or that the Software will be free of viruses or other harmful components.

(b) Our Liability Limitation. To the maximum extent permitted by applicable law, CDPR and its affiliates, partners and licensors shall not be liable to you for any loss of profits, charges or expenses, loss of data or any corruption or loss of information or any loss of business opportunity or any special, indirect, punitive, exemplary or consequential loss or damage or disruption of any kind, in any case, whether based on breach of contract, tort (including negligence, breach of statutory duty, breach of contract, breach of warranty or strict liability), misrepresentation, restitution or otherwise whether or not the relevant party has been advised of the possibility of such damage.

(c) OUR LIABILITY CAP. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CDPR AND ITS AFFILIATES', PARTNERS' AND LICENSORS' TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SOFTWARE OR THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE ACTUALLY PAID US (IF ANY) IN CONNECTION WITH THE MATTERS UNDERLYING ANY CLAIM(S). THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY IN CONNECTION WITH THIS AGREEMENT.

(d) Your Indemnity to Us. You agree to indemnify and hold harmless on demand CDPR, its affiliates, licensors and partners (and keep them indemnified and held harmless) from all damages, liabilities, claims and expenses, including legal fees, in connection with: (a) any alleged or actual breach of this Agreement by you; (b) the use of the Software by you or any person on your behalf; (c) User Content you create and make available to third parties as permitted hereunder and (d) infringement of CDPR's, its affiliates', licensors' and partners' Intellectual Property Rights. If claims are brought against us, then you will cooperate fully with us and we reserve the right to take over and conduct their defence. You will not settle any such claims in whole or in part without our prior written consent.

(e) Injunctive relief. You agree that any loss, damage or harm you suffer is not irreparable, and other remedies will be adequate, such that you are not entitled to injunctive or other equitable relief against CDPR, its affiliates, licensors and partners.

(f) Residents of California. If you reside in the state of California you are entitled to the following specific consumer rights information: you may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at 400 R St., Suite 1080, Sacramento, California, 95814, or by telephone at 916.445.1254. California residents expressly agree to waive California Civil Code Sec. 1542, which states: "A general release does not extend the claims which the creditor does not know or suspect to exist in his favour at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

#### 4. TERMINATION

Your right to use the Software under this Licence may be terminated by you at any time, by removing all copies of the Software from your computer systems and by destroying the Software. We reserve the right to terminate your licence to the Software and to prevent your use of the Software and the Game if you engage in illegal activity or violate this Agreement or if you have improperly used the Software in any way, as determined by CDPR. Termination of this Licence by CDPR is without waiver of any of its rights and remedies under this Licence or at law or in equity. Your obligations set forth in Sections 2 will survive the cancellation or termination of this Licence.

#### 5. GOVERNING LAW

a) If you are resident in the European Union and elsewhere in the world (but not the United States of America):

You and we agree that your use of the Software, and this Agreement, and any issues arising out of them, will be governed by and interpreted according to the laws of Poland and any dispute regarding it will be exclusively under the jurisdiction of the courts of Poland. In any legal claim under this Agreement, the side which wins will be entitled to its legal fees and expenses.

b) If you are resident in the United States of America:

To the extent not covered by the Dispute Resolution and Binding Arbitration language in section 6 below, you and we agree that your use of the Software, and this Agreement, and any issues arising out of them, will be deemed to be entered into in Los Angeles, California and governed by and interpreted according to the laws of the State of California, United States of

America (and, if applicable, US Federal law) without regard to choice of law principles. Any legal claim by you against CDPR, to the extent not covered by the Dispute Resolution and Binding Arbitration language in section 6 below, will be made exclusively in state or federal court located in Los Angeles, California, which will have subject matter jurisdiction regarding the dispute between you and us and therefore we both consent to the exclusive jurisdiction of those courts. Moreover, you waive any rights to argue that the state and federal courts in Los Angeles, California are an improper venue. In any legal claim under this Agreement, the side who wins will be entitled to its legal fees and expenses.

## 6. DISPUTES

Any dispute, claim, disagreement or controversy arising out of or relating to this Licence or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate (“**Dispute**”), will be determined in accordance with Section 16 of the Cyberpunk 2077 EULA.

## 7. MISCELLANEOUS

Unless explicitly stated herein, this Agreement contains the entire agreement between you and CDPR with respect to the Software and replaces any previous agreement regarding the same subject matter. If any of the terms of this Agreement are deemed unenforceable under applicable law, then the Agreement will be modified to make such term enforceable as originally intended to the greatest extent possible with the remainder of the terms remaining in effect. No failure to enforce or delay in enforcement of the terms of this Licence will be deemed a waiver of any term of this Agreement.

We may change this Agreement if we think it is necessary (e.g. for legal reasons or to reflect changes in the Software). If so, we will make the changed Agreement available online, in particular together with the updated Software, and make reasonable efforts to tell you about it. Once we change the Agreement, it will become legally binding on you thirty (30) days after we post it online. During that period, you are welcome to contact us at [legal@cdprojektred.com](mailto:legal@cdprojektred.com) if you have specific questions about the changes. If you do not agree to those changes (regardless of whether you email us), then unfortunately we need to ask you to cease using the Software.

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