

MOBILE APPLICATION END USER LICENSE

This Mobile Application End User License (“License”) is an agreement between You and Universal Studios Interactive Entertainment LLC and its affiliates (“Licensor”) with respect to any mobile application (“Application”) in which this License appears or links. Please read this License before downloading or using the Application.

Do not download or use the Application if you do not agree to the terms of this License.

1. **LICENSE:** The Application and accompanying documentation is licensed, not sold or otherwise transferred to you by Licensor. You are hereby granted a limited non-transferable, non-exclusive license to use the Application and the services provided by the Application (“Services”), and any upgrades to the Application that replace or supplement the Application, on any mobile or wireless devices that you own or control as permitted by the Usage Rules for the purpose of viewing Licensor content on your mobile or wireless devices. You may not use the Application on any mobile or wireless device that you do not own or control. You may not rent, lease, lend, sell, redistribute or sublicense the Application, or distribute or make the Application available over a network where it could be used by multiple devices at the same time. You may not copy the Application (other than as expressly permitted by this License), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works based in whole or in part on the Application, or any updates to the Application. You acknowledge that the Services contain proprietary content, information and material that is protected by copyright and other applicable intellectual property and other laws, and that you will not use such proprietary content, information or other materials in any way whatsoever except for permitted uses of the Services. No portion of the content provided via the Services may be reproduced in any way except as permitted under this License. You hereby represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

2. **SERVICE CONTENT:** The Application and Services may enable access to Licensor’s or third party websites. Your use of the Services may require internet access or use of other third party products or services, such as your wireless service provider, and you are responsible for accepting and complying with any additional third party terms of service when using the Application. You understand that by using the Services, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, You agree to use the Services at Your sole risk and that the Licensor shall not have any liability to You for content that may be found to be

offensive, indecent, or objectionable. The Services may display, include or make available content, data, information, applications or materials from third parties (“Third Party Materials”) or provide links to certain third party web sites. By using the Services, You acknowledge and agree that the Licensor is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. The Licensor does not warrant or endorse and does not assume and will not have any liability or responsibility for any third-party Services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience.

3. **USER CONTENT:** The Application and Service may allow You to post or upload content to the Services (“User Content”). If you post or upload any User Content to the Services, you hereby acknowledge and agree that you are granting Licensor (including without limitation, its licensees, successors and assigns) a worldwide, royalty-free, perpetual, irrevocable, sub-licensable, non-exclusive right and license to use, reproduce, publicly display, publicly perform, modify, sublicense, and distribute such content, and incorporate it in other works, in whole or in part, in any manner and any media now known or hereafter developed. You represent and warrant that you own such content or otherwise have sufficient rights in the content to grant to Licensor the foregoing license without infringing or violating the rights of any third party. Without in any way limiting the foregoing, you acknowledge and agree that Licensor, its licensees, successors and assigns, shall have the right to sell, license, assign and otherwise transfer any and all of the rights granted by you to Licensor under this License, and to display any advertising, publicity, promotional materials and distribution rights in connection with your User Content. You acknowledge and agree that Licensor, its licensees, successors and assigns, will be entitled to retain any and all revenue generated from any sales, licenses, assignments and other transfers of the rights granted by you hereunder, as well as any and all revenue generated by the display of any advertising, publicity, promotional materials or distribution rights in connection with your User Content. Nothing in this License obligates or may be deemed to obligate Licensor or any other person or entity to exercise any of the rights granted by you under this License. You will not receive any compensation of any kind for your User Content or the use thereof, and you agree that there is no industry or other custom or practice that will vary the terms of this License. You agree that Licensor, its licensees, successors and/or assigns, shall have no obligation to give you credit for your User Content, but in their sole discretion may elect to do so.

4. **TERMINATION:** This License is effective until terminated. It may be terminated at any time, for any reason, by Licensor, including if Licensor discontinues the Application in its sole discretion. The License shall terminate automatically without notice from Licensor if you fail to comply or breach any terms of the License. Upon termination of the License, you shall cease all use of the Application, and destroy any copies of the Application. Except as may be expressly

set forth herein or otherwise required by applicable law, Licensor will have no responsibility or liability for maintaining the Application or providing support, including after this License has terminated.

5. **CONSENT TO USE OF DATA:** You acknowledge and agree that Licensor may collect and use technical data and related non-personally identifiable information, including but not limited to technical information about the device, system and application software you use to access the Application and Services to facilitate the provision of Application updates, product support related to the Application and Services. Such data may also be used to improve the Application and Services offered to you. Please refer the Privacy Policy [www.nbcuni.com/privacy/mobile-apps], which is incorporated into this License by this reference, for the applicable terms regarding collection and use of information and data in connection with the Application and/or Services.

6. **WAIVER OF WARRANTIES AND REPRESENTATIONS:** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF THE APPLICATION IS AT YOUR SOLE RISK AND YOU BEAR ALL RISKS AS TO SATISFACTORY QUALITY, PERFORMANCE, EFFORT AND ACCURACY OF THE APPLICATION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION, ANY UPGRADES AND ANY SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. LICENSOR DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APPLICATION, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLICATION OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APPLICATION OR SERVICES WILL BE CORRECTED. YOU ACKNOWLEDGE THAT THE APPLICATION OR SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE MISUSE OF, FAILURE OF, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA OR INFORMATION PROVIDED BY, THE APPLICATION OR SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY, OR ENVIRONMENTAL DAMAGE. NO ORAL OR WRITTEN INFORMATION GIVEN BY LICENSOR SHALL CREATE A WARRANTY. SHOULD THE APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE BURDEN OR ALL NECESSARY EXPENSES, SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION OR LIMITATIONS MAY NOT APPLY TO YOU.

7. **LIMITATION OF LIABILITY:** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR ACCIDENTS, PROPERTY DAMAGE, PERSONAL INJURY, DEATH, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF WORK, LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER PERSONAL OR COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Licensor's total liability to you all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of ten dollars (\$10.00). The foregoing limitations will apply even if above stated remedy fails of its essential purpose.

8. **CLAIMS:** Licensor is responsible for addressing any claims you or a third party may have relating to the Application, or your possession of the Application and/or use of that Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Application fails 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 Application, or your possession and use of the Application, infringes that third party's intellectual property rights, Licensor will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. If you have any questions, comments or claims with respect to the Application, please contact Licensor at: appdistribution@nbcuni.com.

9. **CHOICE OF LAW:** This License and the use of the Application and Services shall be subject to and governed by the laws of the State of New York, excluding its conflicts of law rules. You agree to **ARBITRATE ANY DISPUTES WITH US** and to **WAIVE JURY TRIAL** and **CLASS ACTIONS** as more fully set forth at www.nbc.com/terms, which terms govern the Application as if fully incorporated into this License (except that if there is a conflict between this License and those terms this License will govern such conflict). Your use of the Application and Services may also be subject to other local, state, national, or international laws.

10. **SUPPLEMENTAL TERMS FOR APPLE IPHONE, IPOD TOUCH AND IPAD USERS**

You acknowledge that Apple, Inc. and its subsidiaries (collectively "Apple") is not a party to the License, and Licensor, not Apple, is solely responsible for the Application and its content. If you use or download the Application, you are agreeing to be bound by the Usage Rules set forth in Apple's App Store Terms and Conditions (the "Usage Rules"). Although your license to the Application is non-

transferable, if Apple's Family Sharing feature has been enabled for the Application, then the Application may be accessed, acquired and used by other accounts associated with you through the Family Sharing feature.

IN NO EVENT DOES APPLE HAVE ANY OBLIGATION WHATSOEVER TO PROVIDE YOU WITH ANY MAINTENANCE OR SUPPORT SERVICES WITH RESPECT TO THE APPLICATION. IF THE APPLICATION FAILS TO CONFORM TO ANY APPLICABLE WARRANTY IN THIS LICENSE, THEN YOU MAY NOTIFY APPLE, AND APPLE WILL REFUND THE PURCHASE PRICE (IF ANY) OF THE APPLICATION TO YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE APPLICATION, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY APPLICABLE WARRANTY WILL BE LICENSOR'S SOLE RESPONSIBILITY.

You and Licensor acknowledge and agree that Apple is a third-party beneficiary to this License. Upon your acceptance of this License, Apple will have the right (and will be deemed to have accepted the right) to enforce the License against you as a third party beneficiary of this License.

©2018 Universal Studios.

This program uses PlayFab. Portions of this program © 2018 PlayFab, Inc.