

# UNREAL® ENGINE END USER LICENSE AGREEMENT FOR CREATORS

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You may Distribute any product made using the Licensed Technology without restriction, so long as that product does not include any Engine Code (including as modified by you under the Engine License) and does not require any Engine Code (including as modified by you under the Engine License) to run.

Certain restrictions apply to Distribution of the Licensed Technology, and consequently to the Distribution of a product developed under this Agreement that (i) combines any Engine Code with any other software or content, regardless of how much or little of the

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Specifically, you may only Distribute the Licensed Technology as follows:

**a. Distributions to Related Entities** - You may Distribute the Licensed Technology incorporated in object code (such as an application in executable form) format only as an inseparable part of a Product to your Related Entities pursuant to a license agreement that is no less protective of Epic and the Licensed Technology than this Agreement. The license agreement may authorize the Related Entity to use, reproduce, display and publicly perform the Product. However, unless the Product is an Exempt Product under Section 1(A)(c), you must ensure that the Related Entity does not Distribute the Product. The Product may not contain any Paid Content Distributed in uncooked source format or any Engine Tools.

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Any public Distribution (i.e., intended for Engine Licensees generally) which includes Engine Tools (including as modified by you under the Engine License) must take place either through the Marketplace (e.g., for distributing a Product’s modding tool or editor to end users) or through a fork of Epic’s GitHub UnrealEngine Network (e.g., for distributing Source Code).

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The Licensed Technology is licensed to you for use by a single User (other than Paid Plug-ins, which may also be used by your Paid Plug-in Users as described below). The User may store the Licensed Technology on any of the User’s computers, but the Licensed Technology cannot be shared with others (including any other employees or agents) except as part of a permitted Distribution of Licensed Technology as described above.

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Under the Engine License, the User may use the Licensed Technology for as long as you comply with this Agreement. If you are a legal entity, references to “**you**” in this agreement also apply to the User in all cases. You are responsible for the User’s compliance with this Agreement.

For Paid Plug-ins, in addition to use by a single User, each Paid Plug-in User with respect to whom you have paid the associated fee may store the Paid Plug-in on any of the Paid Plug-in User’s computers and may use the Paid Plug-in on your behalf under the Engine License, but the Paid Plug-in cannot be otherwise shared with others except as part of a permitted Distribution of Licensed Technology as described above. You are responsible for each Paid Plug-in User’s compliance with this Agreement.

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Subject to Section 19, during the term of this Agreement, 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 these 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 19, are considered part of the Licensed Technology and may be used under the Engine License (as amended by that amendment).

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**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.**

## **12. 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 product or matter you created, or your exercise of the Engine License, 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 Licensed Technology 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 or other product you created under the Engine License. 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 12.

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.

## **13. 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).

## **14. Term and Termination**

**A. Term of the Agreement.** 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 Engine License constitutes a material breach of this Agreement.

**C. Termination for Patent Action.** The Agreement will terminate automatically as of the date you or any of your Affiliates commences 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 Engine License will automatically terminate, you may no longer exercise any of the rights granted to you by the Engine License, 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 and fees are non-refundable under all circumstances, regardless of whether or not this Agreement has been terminated.

### **F. Surviving Provisions**

Sections 6-8, 10-12, 14-16, and 20-24 will survive termination of this Agreement.

## **15. 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.

## **16. 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.

## **17. 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 under this Agreement.

## **18. 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.

## **19. 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. Notwithstanding any other term hereof, 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 Engine 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.**

## **20. 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 to Epic when registering for any license to the Unreal® Engine (or any updated email address you subsequently provide). Epic's notices to you will be effective when they are sent to that email address.

## 21. 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 assign, transfer, charge, or sub-contract all or any of its rights or obligations under this Agreement. For clarity, you are not prohibited by Epic from assigning or transferring your rights in your Product, other than the Engine Code, Content, and Contributions. Third Party Software assignment and transfer is governed by the terms of the applicable licenses.

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**“Affiliate”** means, with respect to a party, any entity that controls, is controlled by, or is under common control with such party, 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.

**“Content”** means any code, artwork, or other content that Epic makes available to you, as part of Unreal® Engine under this Agreement, for use with the Engine Code, or any other part of Unreal® Engine. For clarity, Content includes but is not limited to Paid Content and UE-Only Content.

**“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), and any Modified Engine Tools Package that you provide to Epic for Distribution, do not constitute Contributions. 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.

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**“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 statically or dynamically linked; and (c) other software that may be used to develop standalone products based on the Licensed Technology.

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a. Epic Games, Inc., a Maryland Corporation having its principal business offices at Box 254, 2474 Walnut Street, Cary, North Carolina, 27518, U.S.A.; or

b. Epic Games International S.à r.l., a Luxembourg Société à Responsabilité Limitée, located at Atrium Business Park, 33 rue du Puits Romain, L8070 Bertrange, Grand-Duchy of Luxembourg, acting through its Swiss branch, having its principal business offices at Platz 3, 6039 Root, Switzerland.

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**“Paid Plug-in User”** means, for a particular Paid Plug-in, your individual employee or contractor for whom you have purchased the right to have your Engine License include their use.

**“Related Entity”** means, with respect to an entity, (i) an Affiliate of such entity or (ii) a third party that is not an Affiliate of such entity but engages in business and holds itself out under or in the name of such entity’s trademarks or other branding (other than as a publisher or distributor of such entity’s Product), such as a franchisee.

**“Source Code”** means the human readable form of a software program, including all modules it contains, plus any associated interface definition files, scripts used to control compilation, and installation of an executable (object code).

**“Third Party Licensor Content”** means third party content to which Epic displays links in the Marketplace and that is designated in the Marketplace as content licensed directly from the third party content provider.

**“Third Party Software”** means third party software components included in the Engine Code. For avoidance of doubt, software in the following directory - /Engine/Extras/ThirdPartyNotUE/ - is not Third Party Software under this Agreement and is not distributed under this Agreement.

**“Twinmotion”** means Epic’s proprietary software application known as Twinmotion.

**“Twinmotion EULA”** means the Twinmotion End User License Agreement (as available at [unrealengine.com/twinmotion/eula](https://unrealengine.com/twinmotion/eula)).

**“UE-Only Content”** means Content that is designated in the Marketplace as usable only in conjunction with the Engine Code.

**“Unreal® Engine”** means the proprietary computer software program known as the Unreal® Engine and any updates or upgrades to the program made available by Epic.

**“Unreal® Engine End User License Agreement for Publishing”** means the Unreal® Engine End User License Agreement for Publishing (as available at [unrealengine.com/eula/publishing](https://unrealengine.com/eula/publishing)) formerly known as the Unreal® Engine End User License Agreement.

**“User”** means an individual user who uses a valid Account to access the Engine Code, Content, and the Marketplace. If you are an individual, **“User”** means you. For legal entities, **“User”** means the individual employee or agent through whom you are exercising rights under this Agreement.

**“Version”** means any updated or upgraded version of the Licensed Technology that Epic chooses to make available to you.

**“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.

### **23. Custom Licenses**

Custom Licenses are not modified or otherwise affected by this Agreement. For Custom Products, the terms of your applicable Custom License will govern all matters (including royalties, license fees, notifications, Feedback, Contributions, trademarks, service marks, trade names, logos, screen shots, and video content related to those Custom Products) related to your use of the code, artwork, and content that are licensed to you under that Custom License, instead of the terms of this Agreement.

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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.

## **24. 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. However, for clarity, this Agreement does not supersede or amend any Unreal® Engine End User License Agreement for Publishing or Custom License you may have with Epic, which will continue to govern the copy of Unreal® Engine and related content you may have obtained or obtain in the future under such agreement.

The original of this Agreement is in English; any translations are provided for reference purposes only. 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. In the event that certain provisions of this Agreement are not enforceable in your jurisdiction, those provisions shall be enforceable to the furthest extent possible under applicable law.

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.