

HALO: THE MASTER CHIEF COLLECTION END USER LICENSE AGREEMENT

IF YOU LIVE IN (OR ARE A BUSINESS WITH A PRINCIPAL PLACE OF BUSINESS IN) THE UNITED STATES, PLEASE READ THE "BINDING ARBITRATION AND CLASS ACTION WAIVER" SECTION BELOW. IT AFFECTS HOW DISPUTES ARE RESOLVED.

In order to protect Halo: The Master Chief Collection (our "Game") and the members of our community, this end user license agreement ("EULA") sets forth license terms, including your rights and restrictions, for downloading and using our Game. This license is a legal agreement between you and us (Microsoft Corporation "Microsoft") If you do not comply with these terms, we may stop you from using our Game, and if we think it is necessary, we might even have to ask our lawyers to get involved.

If you buy, download, use or play our Game, you are agreeing to our EULA terms. If you don't want to, or can't agree to these terms, then you must not buy, download, use or play our Game. This EULA incorporates [the terms of use for the microsoft.com website](#) ("Microsoft Terms of Use"), our [Code of Conduct](#), [Trademark & Brand Guidelines](#), and, our [Microsoft Privacy Statement](#). By agreeing to this EULA you also agree to all of the terms of the foregoing documents, so please read through them carefully.

REQUIREMENTS

You may only use or play our Game with your valid Xbox Live account.

ONE MAJOR RULE

The one major rule is that you must not distribute the Game or anything we've made unless we specifically agree to it. "Distribute anything we've made" means:

- Give copies of our Game to anyone else;
- Make commercial use of anything we've made;
- Try to make money from anything we've made; or
- Let other people get access to anything we've made in a way that is unfair or unreasonable.

Commercial use means to sell, license, lease, make available, or transfer for profit-making or income-generating purposes.

Unless we specifically agree to it, and so that we are crystal clear, "the Game" or "what we have made" includes, but is not limited to, the client or the server software for our Game and includes Halo: The Master Chief Collection on all platforms. It also includes updates, patches, downloadable content, add-ons, or modified versions of a Game, part of those things, or anything else we've made.

Otherwise we are quite relaxed about what you do - in fact we really encourage you to do cool stuff - just be sure to follow the terms laid out in this EULA.

USING OUR GAME

You have been granted a license to the Game so you can play and use it, yourself, on your devices.

Below, we also give you limited rights to do other things, but we must draw a line somewhere as we do not want people to go too far. If you wish to make something pertaining to anything we've made, we're humbled, but please make sure that it can't be interpreted as being official, and that it complies with this EULA, and the Trademark & Brand usage guidelines referenced above. Above all, do not make commercial use of anything we've made.

The license and permission we grant you to use and play our Game can be revoked if you break any of the terms of this EULA.

When you buy our Game, you receive a license that gives you permission to install the Game on your own personal device. You can use and play it on that device as set out in this EULA. This permission is personal to you, so you are not allowed to distribute the Game, or any part of it, to anyone else. This also means you cannot sell or rent the Game or make it available for access to other people. Additionally, you cannot pass on nor resell any license keys. This is important to help us protect our Game from piracy and fraud. It is also important to prevent members of our community from buying pirated versions of our Game or fraudulent license keys, which we may cancel in the case of fraud, for example.

If you bought the Game, you may play around with and modify it by adding modifications, tools, or plugins, which we will refer to collectively as "Mods." By "Mods," we mean something original that you or someone else created that doesn't contain a substantial part of our copyrightable code or content. When you combine your Mod with the Halo: The Master Chief Collection software, we will call that combination a "Modded Version" of the Game. We have the final say on what constitutes a Mod and what doesn't. You may not distribute any Modded Versions of our Game or software, and you are not allowed to use Mods for griefing. Basically, Mods are okay to distribute; hacked versions or Modded Versions of the Game client or server software are not okay to distribute.

Within reason, you're free to do whatever you want with screenshots and videos of the Game. By "within reason" we mean that you can't make any commercial use of them nor do things that are unfair or adversely affect our rights, unless we've specifically said it's okay in this EULA, allowed it through the Trademark & Brand Guidelines, or provided for it in a specific agreement with you. If you upload videos of the game to video sharing and streaming sites you are, however, allowed to put ads on them. Also, don't just rip art resources and pass them around, that's no fun.

Essentially, the simple rule is do not make commercial use of anything we've made unless we've specifically said it's okay. Oh, and if the law expressly allows it, such as under a "fair

use" or fair dealing" doctrine then that's okay too - but only to the extent that the law applicable to you says so.

In order to ensure the integrity of the Game, we need all Game downloads and updates to come from an authorized source. It's also important for us that 3rd party tools/services don't seem "official" as we can't guarantee their quality. It's part of the responsibility we have to the customers of our Game. Make sure that you read through our brand and asset usage guidelines too.

COMPETING SERVICE

In addition, you are not permitted to use our Game to stand up a competing service, for instance you should not:

- Code Use: use the code contained within the Game(s) or any part of it in another program or application outside of the MCC environment;
- Cloud Computing: Use the Platform, including a Game, in connection with any unauthorized third-party "cloud computing" services, "cloud gaming" services, or any software or service designed to enable the unauthorized streaming or transmission of Game content from a third-party server to any device;
- Matchmaking: Host, provide or develop matchmaking services for the Game(s), or intercept, emulate or redirect the communication protocols used by our Game in any way, for any purpose, including without limitation unauthorized play over the internet, network play, or as part of content aggregation networks; or
- Unauthorized Connections: Facilitate, create or maintain any unauthorized connection to the Platform including without limitation (i) any connection to any unauthorized server that emulates, or attempts to emulate, the Platform; and (ii) any connection using third-party programs or tools not expressly authorized by 343 Industries.

DATA

This software may interact with other Microsoft products that collect data that is transmitted to Microsoft. To learn more about how Microsoft processes personal data we collect, please see the [Microsoft Privacy Statement](#).

OWNERSHIP OF OUR GAME AND OTHER THINGS

Although we give you permission to install on your device and play our Game through the license, we are still the owners of it. We are also the owners of our brands and any content contained in the Game. Therefore, when you pay for our Game, you are buying a license to play / use our Game in accordance with this EULA - you are not buying the Game itself. The only permissions you have in connection with the Game and your installation of it are the permissions set out in this EULA.

Any Mods you create for the Game from scratch belong to you (including pre-run Mods and in-memory Mods) and you can do whatever you want with them, however, you may not use

them for commercial purposes (commercial use as defined above), and so long as you don't distribute Modded Versions of the Game. Remember that a Mod means something that is your original work and that does not contain a substantial part of our code or content. You only own what you created; you do not own our code or content.

CONTENT

If you make any content available on or through our Game, you agree to give us permission to use, copy, modify, adapt, distribute, and publicly display that content. This permission is irrevocable, and you also agree to let us permit other people to use, copy, modify, adapt, distribute, and publicly display your content. You are not giving up your ownership rights in your content, you are just giving us and other users permission to use it. For example, we may need to copy, reformat, and distribute content that you post on our website so others can read it. If you don't want to give us these permissions, do not make content available on or through our Game. Please think carefully before you make any content available, because it may be made public and might even be used by other people in a way you don't like.

If you are going to make something available on or through our Game, it must not be offensive to people, nor illegal. It must be honest, and it must be your own creation. Some examples of the types of things you must not make available using our Game include: posts that include racist or homophobic language; posts that are bullying or trolling; posts that are offensive or that damage our or another person's reputation; posts that include porn or someone else's creation or image; or posts that impersonate a moderator, or try to trick or exploit people. For more information, see Content Guidelines below.

Any content you make available on our Game must also be your creation or you must have permission or the legal right to do it. You must not, and you agree that you will not make any content available, using the Game, that infringes the rights of others.

We reserve the right to take down any content in our discretion.

CONTENT GUIDELINES

Halo: The Master Chief Collection and its services let you create and share content with a wide and diverse audience. We want the Game's ecosystem to be welcoming for everyone, so certain content cannot be shared or transmitted through our services.

Sexual or Graphic Violent Content

Sexual or overly violent content will not be accepted.

Illegal or Dangerous Content

We don't allow content involving or promoting illegal activities, including gambling, drugs, animal cruelty, fraud, hacking, and piracy.

Infringing or Unauthorized Content

Don't share or use content you didn't create or have permission from the owner to use.

Intolerant or Discriminatory Content

The Game's ecosystem welcomes diversity in race, ethnicity, color, religion, gender identity, sexual orientation, ability, and national origin. We do not tolerate discriminatory content based on any of these characteristics, including individuals with disabilities.

Please be cautious of who you are talking to in our Game. It is hard for either you or us to know for sure that what people say is true, or even if people are really who they say they are. Think twice before giving out information about yourself.

UPDATES

We might make upgrades, updates, or patches (we call them all "updates") available from time to time, but we don't have to. We are also not obliged to provide ongoing support or maintenance of any Game. Of course, we hope to continue to release new updates for our Game, we just can't guarantee that we will do so. With updates come changes that might not work well with other software, such as Mods. This is unfortunate, but it is something we don't take responsibility for. If that is the case, try running an older version.

BINDING ARBITRATION AND CLASS ACTION WAIVER

This Section applies if you live in (or, if a business, your principal place of business is in) the United States. If you and Microsoft have a dispute, you and Microsoft agree to try for 60 days to resolve it informally. If you and Microsoft can't, you and Microsoft agree to binding individual arbitration before the American Arbitration Association under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury. Instead, a neutral arbitrator will decide. Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity are not allowed; nor is combining individual proceedings without the consent of all parties. The complete Arbitration Agreement contains more terms and is at <https://aka.ms/arb-agreement-4>. You and Microsoft agree to these terms.

OUR LIABILITY, GOVERNING LAW, AND PLACE TO RESOLVE DISPUTES

The terms of this EULA do not affect any legal (statutory) rights that you may have under the law that applies to you for the Game. You might have certain rights which the law that applies to you says cannot be excluded. Nothing we say in these terms will affect those legal rights, even if we say something which sounds like it contradicts your legal rights. That's what we mean when we say, "subject to applicable law".

SUBJECT TO APPLICABLE LAW, when you get a copy of our Game, we provide it "as is". Updates are also provided "as is". This means that we are not making any promises, warranties, guarantees, or conditions to you about the standard or quality of our Game or related Updates, or that our Game will be uninterrupted or error free. We are not responsible for any loss or damage that it may cause. You bear the entire risk of using the Game or Updates as to its quality and performance. You must accept that we may release games well before they are complete and so they may (and often will) have bugs, but we prefer to release these features earlier than to make you wait for perfection. If you would like to notify us about a potential bug, we have a site for that here <http://www.halowaypoint.com/>.

If you and/or we ever have a dispute in court (and we hope that won't happen just as much as you do), the exclusive forum (that is, the place it will be handled) will be a state or federal court in King County, WA (if you live in the United States) or a court in Ontario (if you live in Canada). (If you live in the United States, most disputes go to arbitration, not court.) The laws of the state or province where you live govern this EULA and all disputes, including disputes relating to it, our Game, or our Website, regardless of conflict of laws principles, except that the Federal Arbitration Act governs everything related to arbitration.

CONSUMER RIGHTS; REGIONAL VARIATIONS.

This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state, province, or country. Separate and apart from your relationship with Microsoft, you may also have rights with respect to the party from which you acquired the Game. This agreement does not change those other rights if the laws of your state, province, or country do not permit it to do so. For example, if you acquired the Game in one of the below regions, or mandatory country law applies, then the following provisions apply to you:

- a) **Australia.** You have statutory guarantees under the Australian Consumer Law and nothing in this agreement is intended to affect those rights.
- b) **Canada.** If you acquired this Game in Canada, you may stop receiving updates by turning off the automatic update feature, disconnecting your device from the Internet (if and when you re-connect to the Internet, however, the Game will resume checking for and installing updates), or uninstalling the Game. The product documentation, if any, may also specify how to turn off updates for your specific device or Game.
- c) **Germany and Austria.**
 - i. **Warranty.** The properly licensed Game will perform substantially as described in any Microsoft materials that accompany the Game. However, Microsoft gives no contractual guarantee in relation to the licensed Game.
 - ii. **Limitation of Liability.** In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, Microsoft is liable according to the statutory law.

Subject to the foregoing clause ii., Microsoft will only be liable for slight negligence if Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would

endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, Microsoft will not be liable for slight negligence.

DISCLAIMER OF WARRANTY. THE GAME IS LICENSED "AS IS." YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS. TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, MICROSOFT EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

LIMITATION ON AND EXCLUSION OF DAMAGES. IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES DESPITE THE PRECEDING DISCLAIMER OF WARRANTY, YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.

This limitation applies to (a) anything related to the Game, services, content (including code) on third party Internet sites, or third party applications; and (b) claims for breach of contract, warranty, guarantee, or condition; strict liability, negligence, or other tort; or any other claim; in each case to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your state, province, or country may not allow the exclusion or limitation of incidental, consequential, or other damages.

TERMINATION

If we want, we can terminate this EULA at any time if you breach any of the terms. You can terminate it too, at any time; all you must do is uninstall the Game from your device and the EULA will be terminated. If the EULA is terminated, you will no longer have any of the rights to the Game given in this license. You do still have the right to things you have created yourself with the game, of course. The Arbitration Agreement (if you live in the United States) and the paragraphs about "Ownership of Our Game and Other Things", "Our Liability, Governing Law, and Place to Resolve Disputes", "Termination", and "General" will continue to apply even after the EULA is terminated.

GENERAL

We may change this EULA from time to time, if we have reason to, such as changes to our games, our practices, or our legal obligation. Those changes will be effective only to the extent that they can legally apply. For example, if you use the Game only in single-player mode and don't use the updates we make available then the old EULA applies, but if you do use the updates or use parts of the game that rely on our providing ongoing online services, then the new EULA will apply. We'll inform you of any change to the EULA before it takes effect, either by posting a notice on our Website or by other reasonable means. We're not going to be unfair about it, although we must acknowledge that if the law changes or if

someone does something that affects other users of the Game, then we will exercise our rights to stop such action and/or terminate this EULA.

Suggestions are voluntary. If you come to us with a suggestion for any one of our Websites or Games, that suggestion is made for free and we have no obligation to accept or consider it. This means we can use your suggestion in any way we want and for any purpose, and we don't have to pay you for it.