

End user licence agreement ("EULA")

This End-User Licence Agreement ("EULA") is a legally binding agreement between Abertay University (the "Licensor") and you. This EULA is not an agreement between you and Sony Interactive Entertainment, Inc, Sony Interactive Entertainment America LLC or Sony Interactive Entertainment Europe Ltd (each of which are an "SIE Group Company").

You must accept this EULA before you download, install and use the Game, as it sets out the basis upon which the Licensor licenses the Game for use.

Before you download the Game from the Licensor's website or the platform of one of our appointed distribution partners, you will be asked to give your express agreement to the provisions of this EULA. By accepting the terms of this EULA, the Licensor grants the User a world-wide, non-exclusive and non-transferable license to download and access the Game, in accordance with the terms of this EULA, including, in particular, clause 4.

By agreeing to be bound by this EULA, you warrant to us that you are at least 12 years of age. Any individual below the age of 12 cannot enter into this EULA and is not therefore entitled to access the Game.

Privacy Policy: The Licensor and developer of this Game do not collect or store any User Data. The Licensor, however, does make use of the PlayStation®Store Distribution Platform which has its own Privacy Policy independent of this Game, which can be accessed at <https://www.playstation.com/en-gb/legal/privacy-policy/>.

WARNING: The light patterns in some video games may trigger epileptic seizures or blackouts in a very small number of individuals. If you have an epileptic condition, you should consult a medical professional before accessing the Game. If you experience dizziness, muscle twitching, changes to vision, disorientation, seizures, convulsions and/or any involuntary movements while operating the Game, you should immediately stop the Game and consult a medical professional as a matter of urgency.

1. Definitions

1.1 In this EULA, except to the extent expressly provided otherwise:

"**Distribution Platform**" means any digital distribution platform operated by a third party with the Licensor's consent to distribute the Game, by means of which the User lawfully acquired the Game;

"**Distribution Platform Terms and Conditions**" means the terms and conditions of the Distribution Platform that set out any rights and/or obligations of the User in relation to the Game;

"**Effective Date**" means the date upon which the User accepts the terms of this EULA in accordance with the preamble to this EULA;

"**EULA**" means this end user licence agreement, including any amendments to this end user licence agreement from time to time;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, epidemics, pandemics, explosions, fires, floods, riots, terrorist attacks and wars);

"Game" means YOU ARE BEING FOLLOWED, as modified, patched, updated and upgraded from time to time by or with the authorisation of the Licensor;

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Licensor" means Abertay University of Bell Street, Dundee, United Kingdom, DD1 1HG;

"Permitted Hardware" means any desktop, laptop or tablet computer, PlayStation® Console or other such system to which the Game is delivered by the PlayStation Network, that is owned by and in the physical control of the User;

"Term" means the term of this EULA, commencing in accordance with Clause 3.1 and ending in accordance with Clause 3.2; and

"User" means the person to whom the Licensor grants a right to use the Game under this EULA in accordance with the terms and conditions of this EULA.

2. Credit

2.1 This document was created using a template from Docular (<https://docular.net>).

3. Term

3.1 This EULA shall come into force upon the Effective Date.

3.2 This EULA shall continue in force indefinitely, subject to termination in accordance with Clause 10 or any other provision of this EULA.

4. Licence

4.1 The Licensor hereby grants to the User from the Effective Date until the end of the Term a worldwide, non-exclusive, non-transferable licence to:

- (a) download and install a copy of the Game on the Permitted Hardware; and

(b) use a single instance of the Game on the Permitted Hardware, for the private and domestic and non-commercial purposes of the User and subject to the limitations and exclusions set out and referred to in this Clause 4.

4.2 Any licence granted to the User under this Clause 4 shall be subject to the following prohibitions:

- (a) the User must not sell, resell, rent, lease, loan, license, sub-license, gift, supply, transfer, publish, distribute or redistribute the Game;
- (b) the User must not make the Game available for download or access by others;
- (c) the User must not commercially exploit the Game or use the Game to provide any service (including using the Game at an internet cafe or computer gaming centre);
- (d) the User must not use the Game in connection with any marketing, advertising or promotional activity;
- (e) the User must not modify, alter, edit, adapt, display, perform, share content or create derivative works of the Game;
- (f) the User must not decompile, de-obfuscate or reverse engineer, or attempt to decompile, de-obfuscate or reverse engineer, the Game;
- (g) the User must not delete, remove, disable or circumvent any security protection measures or proprietary notices in or associated with the Game; and
- (h) the User must not import or export the Game, or otherwise use the Game, in contravention of any applicable laws,

save to the extent expressly permitted by this EULA or permitted by applicable law on a non-excludable basis.

4.3 The User acknowledges that the use of the Game and the exercise of the rights of the User under this EULA may require the use of an activation code or key, and further that:

- (a) the User shall be responsible for securely storing the activation code or key; and
- (b) the Licensor shall have no obligation to replace a lost, stolen or corrupted activation code or key.

5. Distribution Platforms

5.1 In addition to this EULA, the Distribution Platform Terms and Conditions may affect the rights, obligations and liabilities of the User in relation to the Game.

5.2 In the event of any conflict between this EULA and the Distribution Platform Terms and Conditions, the provisions of the latter shall take precedence.

- 5.3 Those provisions of the Distribution Platform Terms and Conditions that impose obligations and/or liabilities on the User in relation to the Game are hereby incorporated into this EULA for the benefit of the Licensor, and as such shall be enforceable by the Licensor against the User.
- 5.4 For the avoidance of doubt, the following matters shall be governed by the provisions of the Distribution Platform Terms and Conditions: the amounts payable by the User in respect of this EULA; the methods of payment to be used by the User; and any rights of the User to cancel this EULA and receive any refunds of amounts paid in respect of this EULA.
- 5.5 The User acknowledges that each SIE Group Company is a third party beneficiary of this EULA.
- 5.6 The Licensor is solely responsible for the Game.
- 5.6 The User acknowledges that the operator of the Distribution Platform has rights under the Distribution Platform Terms and Conditions which may affect the exercise of the User's rights under this EULA. Subject to Clause 9.1, the Licensor will not be in breach of this EULA as a result of, and will not be liable to the User in respect of:
- (a) any act or omission of the operator; or
 - (b) any loss or damage arising out of the operator's exercise of its rights under the Distribution Platform Terms and Conditions.

6. Intellectual Property Rights

- 6.1 Nothing in this EULA shall constitute an assignment or transfer of any Intellectual Property Rights of the Licensor.
- 6.2 Save to the extent expressly provided otherwise in this EULA, all the Intellectual Property Rights and other rights in:
- (a) the Game;
 - (b) the works and materials comprised in the Game; and
 - (c) any other software or services of the Licensor,
- are hereby reserved to the Licensor and its licensors.

7. Warranties

- 7.1 If the Licensor reasonably determines, or any third party alleges, that the use of the Game by the User in accordance with this EULA infringes any person's Intellectual Property Rights, the Licensor may acting reasonably at its own cost and expense:
- (a) modify the Game in such a way that it no longer infringes the relevant Intellectual Property Rights; or
 - (b) procure for the User the right to use the Game in accordance with this EULA.

- 7.2 The User warrants to the Licensor that it has the legal right, capacity and authority to enter into this EULA and to perform its obligations under this EULA.
- 7.3 All of the parties' warranties and representations in respect of the subject matter of this EULA are expressly set out in this EULA. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this EULA will be implied into this EULA or any related contract.

8. Acknowledgements and warranty limitations

- 8.1 The User acknowledges that complex software is never wholly free from defects, errors and bugs; and the Licensor gives no warranty or representation that the Game will be wholly free from defects, errors and bugs.
- 8.2 The User acknowledges that complex software is never entirely free from security vulnerabilities; and the Licensor gives no warranty or representation that the Game will be entirely secure.

9. Limitations and exclusions of liability

- 9.1 Nothing in this EULA will limit or exclude liability for:
- (a) death or personal injury resulting from negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any other liability that cannot be excluded or limited under applicable laws;

and, if a party to this EULA is a consumer, that party's statutory rights will not be excluded or limited by this EULA, except to the extent permitted by law.

- 9.2 The limitations and exclusions of liability set out in this Clause 9 and elsewhere in this EULA:
- (a) are subject to Clause 9.1; and
 - (b) govern all liabilities arising under this EULA or relating to the subject matter of this EULA, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this EULA.
- 9.3 The Licensor will not be liable to the User in respect of any losses arising out of a Force Majeure Event.
- 9.4 The Licensor shall not in any circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or

otherwise, arising under or in connection with the licence contained at Clause 4 and this EULA for:

- (a) loss of profits, sales, business, or revenue;
- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss or corruption of data or information;
- (e) loss of business opportunity, goodwill or reputation;

Where any of the losses set out in clause 9.4 (a) to clause 9.4 (e) are direct or indirect; or

(f) any special, indirect or consequential loss, damage, charges or expenses.

9.5 Other than the losses set out in clause 9.4 (for which the Licensor is not liable), the Licensor's maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to £50. This maximum cap does not apply to Clause 9.1.

10. Termination

10.1 This EULA shall immediately and automatically terminate if the User commits any breach of this EULA or any warranties under it

11. Effects of termination

11.1 Upon the termination of this EULA:

- (a) All rights granted to you under this EULA shall cease;
- (b) you must immediately cease all activities authorised by the Licence granted under this EULA;
- (c) you must immediately and permanently delete or remove the Software from all computer equipment and Permitted Hardware in your possession.

11.2 Except to the extent expressly provided otherwise in this EULA, the termination of this EULA shall not affect the accrued rights of either party.

11.3 For the avoidance of doubt, all licences granted to the User under this EULA shall terminate upon the termination of this EULA.

12. General

12.1 No breach of any provision of this EULA shall be waived except with the express written consent of the party not in breach.

12.2 If any provision of this EULA is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this EULA will continue in effect. If any unlawful and/or unenforceable provision

would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

- 12.3 The Licensor may vary this EULA by giving to the User written notice of the variation or by updating the version of this EULA published on its website. It is the responsibility of the User to periodically review the terms of this EULA for changes on the Licensor's website. The continued use of the Game by the User following any such variation constitutes the acceptance by the User of that variation. Subject to this, this EULA may only be varied by a written document signed by or on behalf of each of the parties.
- 12.4 The User hereby agrees that the Licensor may assign the Licensor's contractual rights and obligations under this EULA to any successor to all or a substantial part of the business of the Licensor from time to time - providing that such action does not serve to reduce the guarantees benefiting the User under this EULA. Save to the extent expressly permitted by applicable law, the User must not without the prior written consent of the Licensor assign, transfer or otherwise deal with any of the User's contractual rights or obligations under this EULA.
- 12.5 This EULA is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this EULA are not subject to the consent of any third party.
- 12.6 Subject to Clause 9.1, this EULA shall constitute the entire agreement between the parties in relation to the subject matter of this EULA, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 12.7 This EULA shall be governed by and construed in accordance with Scots law.
- 12.8 Subject to any mandatory requirements of applicable law, the courts of Scotland shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this EULA.