



END USER LICENSE AGREEMENT (EULA)

IMPORTANT- READ CAREFULLY: This End User License Agreement ("EULA") is a legal Agreement between you ("Customer") and Pragmatic Solutions, Inc. for the Pragmatic Solutions, Inc. Software Toolkit identified herein. All users of the Software Toolkit, and those who use our services ("Customers") - must comply with this EULA. Your violation of this EULA may result in the suspension or termination of this Agreement. **YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY USING THE SOFTWARE TOOLKIT. IF YOU DO NOT AGREE, DO NOT USE THE SOFTWARE TOOLKIT.** This EULA should be read in conjunction with the other policies posted on aahonor.com.

Customer is ultimately responsible for any and all activity that originates from your computer regardless of Customer's knowledge of such activity. This includes but is not limited to activity by other guests. This also applies to security breaches of your own system by others who launch attacks from your machine. It is absolutely imperative that Customer takes proper precautions to ensure the security of their computer. Customer is liable and accountable for any activity originating from their account that is deemed to be in violation of our EULA.

Pragmatic Solutions, Inc. may also from time to time withdraw, suspend, or change the EULA or any part thereof. Such changes will take effect as from such date as Pragmatic Solutions, Inc. may determine. Pragmatic Solutions, Inc. will notify Customer of such changes through written notice, electronic mail, aahonor.com website or such other form as Pragmatic Solutions, Inc. may deem appropriate. Customer agrees that the display of the revised EULA on aahonor.com website will constitute notice of the changes. Customer's continued use of the service will constitute acceptance of the changes.

Definitions:

1. The following definitions shall apply in this Agreement:
 - a. The term "Honor Server Software" shall mean software designed to enable Customers to accrue experience points while playing on Honor Servers.
 - b. The term "Application Software" shall mean software designed to work in conjunction with the Honor Server Software in allowing Customers to play on Honor Servers as well as collect data and transmit other information as needed.
 - c. The term "Software Toolkit" shall mean both the Honor Server Software and Application Software.
 - d. The term "Game" shall mean America's Army®: Operations and America's Army®: Special Forces, including all updates, add-ons, special editions and enhancements thereto created by Department of the Army ("DA") and all versions of said game released by DA on all PC computer platforms. This definition applies only to DA created products and specifically excludes any PC or console game title(s), or any other licensed third party which incorporates the Licensed Trademarks as defined herein.
 - e. The term "Game Portal" shall mean a website where consumers "pay to play" at an individual level where the user is presented with America's Army Game Servers owned by the game portal provider.
 - f. The term "Honor Servers" shall mean authorized Game servers that enable Customers to accrue experience points while playing the Game.
 - g. The term "Non-Honor Servers" shall mean authorized Game servers that do not allow Customers to accrue experience points while playing the Game.
 - h. The term "Game Servers" shall mean both the Honor Servers and Non-Honor Servers.
 - i. The term "Server Instance" shall mean a single discrete invocation of the Game Server executable tied to the registered IP address and unique port number.
 - j. The term "Licensed Trademarks" shall mean Pragmatic Solutions, Inc.'s and licensor's trademarks identified in Schedule A - Branding Specifications.
 - k. The term "Territory" shall mean the entire world.
 - l. The term "Charges" shall mean all activation/connection, disconnection, reconnection, subscription, installation, and administrative charges and other fees to be paid by Customer for or relating to the services.
2. Capitalized terms used in this Agreement and not otherwise defined have the meanings ascribed to them in the original Agreement or EULA.

Description of Services:

3. Grant of License:
 - a. Software Toolkit:
 - i. Pragmatic Solutions, Inc. hereby grants to Customer a nonexclusive license to use the Software Toolkit for the sole purpose of authorizing Customer's Server Instance(s) on Honor Server(s), and collecting and managing any and all statistical data created by authorized Customers playing Americas Army® on such Honor Server(s) via a telecommunications connection to the internet or other telecommunications connection as agreed to by the parties. The rights granted herein are restricted for use solely by Customer and may not be assigned, transferred or sublicensed to a third party without the prior written consent of Pragmatic Solutions, Inc.
 - ii. By virtue of the Agreement, Customer does not acquire any rights of ownership to the Software Toolkit. All right, title and interest in and to the Software Toolkit and all derivative works thereof shall at all times remain the property of Pragmatic Solutions, Inc. or their respective owners.
 - iii. Customer and/or any third party shall not be permitted under any circumstances (except in accordance with written instructions from Pragmatic Solutions, Inc.) to remove, open, modify, interfere or interconnect with the Software Toolkit, gain or attempt to gain access to the Software Toolkit, or reverse engineer, reverse compile or attempt to derive the composition or underlying information of any software or computer programs in the Software Toolkit.
 - b. Customer agrees to abide by the Branding Specifications identified in Schedule A and the Business Practice and Acceptable Use Policy identified in Schedule B. Upon termination, Customer shall be immediately restricted from using the Software Toolkit and/or any Licensed Trademarks.
 - c. Licensed Trademarks:



- i. Subject to the limitations set forth below, Pragmatic Solutions, Inc. hereby grants to Customer, during the term of this Agreement, the non-exclusive license to use the Licensed Trademarks, in connection with its use of the Software Toolkit and the Game throughout the Territory.
- ii. By virtue of the Agreement, Customer does not acquire any rights of ownership to the Licensed Trademarks. All right, title and interest in and to the Licensed Trademarks shall at all times remain the property of Pragmatic Solutions, Inc. or their respective owners.
- d. Customer shall be responsible for ensuring that all employees and agents of Customer that have access to the Software Toolkit and the Licensed Trademarks pursuant to this Agreement adhere to the terms of this Agreement applicable to Customer.
- e. If Customer is dissatisfied with the service or with the content, products or services available on or through the service or with any of the terms and conditions ("T&Cs") of this Agreement, Customer's sole and exclusive remedy is to discontinue accessing and using the service or terminate the service according to this Agreement.
- f. In the event Customer violates this EULA, Pragmatic Solutions, Inc. shall have the right to terminate this Agreement immediately and seek specific performance, injunctive and/or equitable relief, in addition to any other available remedies.
- g. All rights not expressly granted Customer in this Section are reserved by Pragmatic Solutions, Inc.
- 4. Rights and Responsibilities:
 - a. Customer shall use the Software Toolkit for authorized purposes only, solely in conjunction with controlling access to Customer content in connection with the authorization to use Honor Servers.
 - b. Unless, otherwise agreed to by Pragmatic Solutions Inc. in writing, Customer shall not offer, make available or link to companies offering competing services or products as specified within this Agreement, this restriction shall not apply to other games offered on their website.
 - c. Customer may limit the use of certain persons on Game Servers that they license, but may not limit their use on the Game overall.
 - d. Customer will bear all losses associated with any consumer disputes, bad debt charge backs for consumer payments and/or other consumer fraud which results from payment not being collectable by Customer.
 - e. Customer shall provide a reasonable level of security at each facility where Software Toolkit is located and shall use reasonable care to protect any equipment of Pragmatic Solutions, Inc. located at the Customer's facility(ies) from loss, damage or destruction. Upon expiration or termination of this Agreement, Customer shall cooperate with Pragmatic Solutions, Inc. or its agents to return all software placed on the servers by Pragmatic Solutions, Inc. for the operation of the Software Toolkit.
 - f. Unless, otherwise agreed to by Pragmatic Solutions Inc in writing, Customer shall be required to upgrade to the latest release of the Game within thirty (30) days of such release being made public by Department of the Army.
 - g. Customer will not create, suffer or allow any, liens or claims on their property that could attach to or otherwise be placed on the Software Toolkit. Customer shall perform such acts, execute such documents and provide any notices reasonably requested by Pragmatic Solutions, Inc. to evidence Pragmatic Solutions, Inc.'s ownership of the Software Toolkit. If legal title was transferred to Customer via the importation process, operation of law or some other means, Customer shall transfer title back to Pragmatic Solutions, Inc.

Conditions:

- 5. Eligibility for Services:
 - a. Customer represents that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction.
- 6. Payment Provisions:
 - a. Upon execution of this Agreement, Customer shall pay to Pragmatic Solutions, Inc. the setup fee identified in Schedule C – Payment Provisions.
 - b. Pricing may change at any time for monthly subscribers and will go into effect after your current paid month is over. Pragmatic Solutions, Inc. may also from time to time withdraw, suspend, or change the Payment Provisions or any part thereof. Such changes will take effect as from such date as Pragmatic Solutions, Inc. may determine. Customers continued use of the service will constitute acceptance of the changes.
 - c. Customer is liable to pay a recurring monthly fee for the service at the prescribed rate(s) as identified in Schedule C – Payment Provisions.
 - d. Payment shall be due for each Server Instance.
 - e. Customer shall be billed in advance for the subscription fees at monthly intervals or such intervals as may be approved by Pragmatic Solutions, Inc., unless Customer elects to prepay the subscription fees.
 - f. All past due amounts shall accrue interest at the rate of one and one-half percent (1.5%) per month.
 - g. Customer may pay through methods of payment approved by Pragmatic Solutions, Inc. Any change in the method of payment will only be effected upon approval by the relevant financial institution of Customer's application for the new method of payment.
 - h. Any remaining balance will be refunded to Customer without interest after this Agreement is terminated and Customer has paid all outstanding amounts due, accruing due or payable to Pragmatic Solutions, Inc.
 - i. Billing and payment disputes that may be raised by Customer shall be treated in accordance with the EULA.
 - j. Customer shall pay all other fees, charges, costs, and expenses arising hereunder in full within thirty (30) days from the date they become due and payable.
 - k. The fees listed in this Agreement do not include taxes. If Pragmatic Solutions, Inc. is required to pay sales, use, property, value-added, or other federal, state, or local taxes (other than taxes based on Pragmatic Solutions, Inc.'s income) based on the licenses granted in this Agreement or on Customer's use of the Software Toolkit, then such taxes shall be billed to and paid by Customer.
 - l. All payments made by Customer under this Agreement shall be payable to Pragmatic Solutions, Inc. in United States Dollars.
- 7. Cancellation:
 - a. Set Up Fee: If the Customer cancels their service within five (5) days of the original order, Pragmatic Solutions, Inc. shall refund the set up fee, minus a fifteen percent (15%) cancellation fee. If Customer cancels their service after five (5) days, there shall be no refund of the set up fee.
 - b. Monthly Fee: If the Customer cancels their service within five (5) days of the original order, Pragmatic Solutions, Inc. shall refund the monthly fee, minus a fifteen percent (15%) cancellation fee. If the Customer cancels their service within fifteen (15) days, Pragmatic



Solutions, Inc. shall refund a prorated amount equal to the number of days remaining in the month. If Customer cancels their service after fifteen (15) days, there shall be no refund of the monthly fee.

- c. Yearly Fee: If the Customer cancels their service within five (5) days of the original order, Pragmatic Solutions, Inc. shall refund the yearly fee, minus a fifteen percent (15%) cancellation fee. If the Customer cancels their service within fifteen (15) days, Pragmatic Solutions, Inc. shall refund a prorated amount equal to the number of days remaining in the year. If Customer cancels their service after fifteen (15) days, there shall be no refund of the yearly fee.

Representations and Warranties:

8. Warranties:
- a. Customer acknowledges and accepts that Pragmatic Solutions, Inc. is not in control of the Game, and thus can not be liable for any downtime associated with the Game.
 - b. Pragmatic Solutions, Inc. does not warrant that the Software Toolkit or its related services (including any scripts) provided in connection therewith will be error-free or that third parties will not access Customer content controlled using the Software Toolkit. Pragmatic Solutions, Inc. assumes no responsibility for the copying, redistribution or other use or misuse by third parties of Customer content controlled using the Software Toolkit.
 - c. The service is provided on an "as is" and "as available" basis and Customer expressly agrees and accepts that Customer uses the service or rely on any content obtained through the service at Customer's sole risk. Pragmatic Solutions, Inc. expressly disclaims all warranties of any kind, whether express or implied, including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement to the fullest extent allowed by law. No advice or information whether oral or written, obtained by Customer from Pragmatic Solutions, Inc. or through the service will create any warranty not expressly made in this Agreement.
 - d. Pragmatic Solutions, Inc. warrants for the term of this Agreement that the Software Toolkit, unless modified by Customer, will perform substantially in accordance with the documentation provided by Pragmatic Solutions, Inc. when operated in accordance with such documentation. Pragmatic Solutions, Inc. will undertake to correct any reported error condition in accordance with its then current technical support policies.
 - e. Pragmatic Solutions, Inc. will take all commercially reasonable steps to ensure that the Software Toolkit are running not less than 99% of twenty-four hours per day, every day of the year, except for reasonable downtime, including, but not limited to, general maintenance, hardware, application software upgrades, power and telecommunications outages not attributable to the actions or omissions of Pragmatic Solutions, Inc. as determined on an annual basis. Pragmatic Solutions, Inc., to the extent reasonably possible, agrees that scheduled downtime will be performed during minimum usage periods; however, Pragmatic Solutions, Inc. reserves the hours of 2:00 a.m. PST through 6 a.m. PST every day of the year to perform maintenance and such hours shall not be included in the service level calculations. Pragmatic Solutions, Inc. shall not be responsible for Customer's telecommunications connections to the Internet or Customer's computer hardware and software. Any refunds due will be reflected on Customer's next statement.
 - f. Each party warrants that it has the full right, power and authority to enter into and fully perform its obligations under this Agreement and grant the rights and licenses granted by it in this Agreement. Pragmatic Solutions, Inc. has provided Customer with all information requested by Customer concerning the patent, trademark and copyright status of the Game and Licensed Trademarks. No warranties or representations regarding Pragmatic Solutions, Inc.'s ownership of the Game or Licensed Trademarks are made by Pragmatic Solutions, Inc. other than that the information provided to Customer by Pragmatic Solutions, Inc. is true and accurate to the best of its knowledge. Pragmatic Solutions, Inc. shall not be liable to Customer as the result of activities by Customer hereunder for infringement of any patent, copyright, trademark or other intellectual property or privacy right belonging to any third party, or for damages or costs involved in any proceeding based upon any such infringement, or for any royalty or obligation incurred by licensee because of any patent, copyright or trademark held by a third party.
9. Disclaimer of Actions Caused by and/or Under the Control of Third Parties:
- a. Pragmatic Solutions, Inc. does not control the flow of data from the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions caused by these third parties can produce situations which Pragmatic Solutions, Inc.'s Customers connections to the internet (or portions thereof) may be impaired or disrupted. Pragmatic Solutions, Inc. cannot guarantee that these events will not occur and therefore disclaims any and all liability resulting from or related to such events.
 - b. Customer acknowledges and accepts that Pragmatic Solutions, Inc. is not in control of the release schedule of the Game and its associated patches and operating system releases, and thus can not be held liable for the failure of any release or the delay of any release.
 - c. System Requirements:
 - i. Customer is responsible for ensuring that all personal computer(s) and other related accessories and systems meet the service's minimum system requirements as may be stipulated by Pragmatic Solutions, Inc., and that they are compatible and may properly function and inter-operate with the equipment, the service and the network. Pragmatic Solutions, Inc. shall not be liable for any equipment, service or network failure or performance degradation resulting from the non-compliance of such requirements as set by Pragmatic Solutions, Inc. from time to time. Customer acknowledges and accepts that certain applications are not supported by the service.
 - ii. Any service failure due to subsequent changes to the system configuration after successful installation is Customer's sole responsibility. Any Charges as a result of rectifying such fault caused by Customer or any third parties will be borne by Customer.
 - iii. Customer acknowledges that it must supply a static and unique IP address and port number for authorization of servers for each Game Server.
10. For any breach of Warranties contained in this section which remains uncured for thirty (30) days, Customer's exclusive remedy, and Pragmatic Solutions, Inc.'s entire liability shall be the right of Customer to terminate this Agreement.

Indemnification

11. Customer agrees to indemnify and hold Pragmatic Solutions, Inc. and Licensor's harmless against any claim, demand, suit or judgment, including reasonable attorney's fees, which may be levied against it as a result of Customer's actions or a violation of the terms of this Agreement.



Limitation of Liability:

12. NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR FROM NEGLIGENCE OR STRICT LIABILITY), OR FOR LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF (OR KNOWS OR SHOULD KNOW OF) THE ONLY POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INDEMNIFICATION FOR ANY WILLFUL MISCONDUCT BY A PARTY. PRAGMATIC SOLUTIONS, INC. ENTIRE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE THE TERMINATION OF THIS AGREEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY.

Term and Termination:

13. Either party may terminate the Agreement upon written notice if the other party breaches its obligations hereunder and such breach remains uncured for thirty (30) days following written notice to the breaching party, except for breaches due to a failure to pay or breaches of the Branding Specifications identified in Schedule A, and the Business Practice and Acceptable Use Policy identified in Schedule B.
14. This Agreement shall terminate automatically if:
- A petition in bankruptcy is filed by or against Customer;
 - A petition for reorganization is filed by or against Customer;
 - Customer makes an assignment for the benefit of creditors;
 - There is an expropriation, confiscation or nationalization by any government of a substantial portion of Customers assets;
 - Customer becomes insolvent; or
 - Customer admits its inability to pay its debts when due.
15. If DA ceases to support the operating system that the Customer is using to host the Game Server. Customer acknowledges and accepts that Pragmatic Solutions, Inc. cannot control whether or not DA chooses to support any particular operating system.
16. This Agreement shall remain in full force and effect from the commencement date for a period of one year, unless the Agreement is terminated sooner by either party as provided herein. This Agreement may be renewed for additional periods at the end of said term upon the mutual agreement of the parties.
17. Pragmatic Solutions Inc. may terminate this Agreement if Pragmatic Solutions, Inc's authority to authorize or offer Game Servers for the America's Army Game is terminated.

Effect of Termination:

18. Upon a termination of this Agreement for any reason, all fees and expenses accrued but not yet paid shall be due and payable by Customer to Pragmatic Solutions, Inc. Termination of this Agreement shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall such termination relieve Customer's obligation to pay any and all fees and expenses that accrued prior to such termination.

Cessation of Use:

19. Except as otherwise provided herein, the Customer shall, forthwith upon the expiration of this Agreement or any extension thereof, or upon its sooner termination, discontinue the manufacture, printing, promotion, advertising, sale and distribution of the Game, Licensed Trademarks, and Game Servers and shall not thereafter use, advertise or display any name or Licensed Trademarks which is, or any part of which is, similar to or confusing with any such designation associated with any of Pragmatic Solutions, Inc. and licensor's Licensed Trademarks.

International Use

20. Recognizing the global nature of the Internet, Customer agrees to comply with all local rules regarding online conduct and acceptable content. Specifically, Customer agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

Confidential Information:

21. The term "Confidential Information" shall mean any non-public information that is designated as "proprietary" or "confidential" or by similar words by the disclosing party (the Discloser) to the receiving party (the Recipient) at the time of disclosure. Confidential Information shall not include any information that:
- the Recipient can demonstrate by its written records to have had in its possession prior to disclosure to the Recipient by the Discloser;
 - was part of the public knowledge or literature, not as a result of any action or inaction of the Recipient;
 - was subsequently disclosed to the Recipient from a source other than the Discloser without an obligation of confidentiality to the Discloser;
 - the Recipient can demonstrate by its written records to have been independently developed by the Recipient without the use, directly or indirectly, of any Confidential Information; or
 - Recipient is required to disclose pursuant to a court order or as otherwise required by law; provided, however, that Recipient notifies the Discloser within sufficient time to give the Discloser a reasonable period of time to contest such order. Releases required by law shall specifically include releases of such confidential information pursuant to the Freedom of Information Act. For a period of 3 years from the date of initial disclosure, the Recipient shall not disclose the Confidential Information of the Discloser and shall protect such Confidential Information from unauthorized disclosure.
22. Each party agrees during the term of this Agreement and thereafter to take all steps reasonably necessary to hold in trust and confidence the other party's Confidential Information. Each party agrees to hold such Confidential Information in strict confidence, not to disclose it to third parties or to use it in any way, commercially or otherwise, other than as otherwise permitted under this Agreement. Each party agrees not to allow any unauthorized person access to such Confidential Information, either before or after termination of this Agreement, without the prior written consent of the other party. Each party will limit the disclosure of the Confidential Information to employees or independent contractors with a need to know who:



- a. have been advised of the confidential nature thereof, and
 - b. have acknowledged the express obligation to maintain such confidentiality.
23. Injunctive Relief. Pragmatic Solutions, Inc. and Customer each acknowledge that its failure to comply with the provisions of this section will cause irreparable harm to the other party which cannot be adequately compensated for in damages, and accordingly acknowledges that the other party will be entitled, in addition to any other remedies available to it, to interlocutory and permanent injunctive relief to restrain any anticipated, present or continuing breach of this section.

Privacy Policy:

24. The privacy policy located at aahonor.com shall be incorporated herein. Pragmatic Solutions, Inc. may also from time to time withdraw, suspend, or change the privacy policy or any part thereof. Such changes will take effect as from such date as Pragmatic Solutions, Inc. may determine. Customer's continued use of the service will constitute acceptance of the changes.

Force Majeure:

25. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of riots, insurrection, fires, flood, storm, explosions, war, governmental action, labor conditions, earthquakes, material shortages, or any other cause which is beyond the reasonable control of such party.

Waiver:

26. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

Applicable Law:

27. This Agreement shall be governed by the laws of the State of California, without reference to any rules regarding choice of law. The parties hereby agree that California state courts or a Federal District Court located in Los Angeles, California shall have exclusive jurisdiction over any controversy arising under this Agreement. Pragmatic Solutions, Inc. may institute legal action in any appropriate jurisdiction.

Severability:

28. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

Complete Agreement:

29. This Agreement constitutes the complete agreement between the parties on the subject matter identified herein. Any modifications or alterations to this Agreement must be made in writing and signed by both parties.

Rev. 01/4/2008



**SCHEDULE A
 BRANDING SPECIFICATIONS**

Customer Agrees:

- a. All packaging, advertising, marketing, and collateral materials will clearly identify Pragmatic Solutions, Inc. as the source for the Honor Server Software and Honor Servers.
- b. The Honor Servers, Game, and Licensed Trademarks may not be used in any manner that expresses or implies Pragmatic Solutions, Inc. and/or Department of the Army's affiliation, sponsorship, endorsement, certification, or approval, other than as contemplated by this Agreement.
- c. The Licensed Trademarks will include the appropriate ®, TM, or SM symbol or other symbol as may be appropriate as specified by Pragmatic Solutions, Inc. and/or Department of the Army at least at the first or most prominent mention of them in connection with each item.
- d. Any use of the Licensed Trademarks shall include a copyright notice in the following form: "© Army Game Project 2002 – 200[X]. Portions of the software are protected by United States and international copyright. All Rights Reserved." and/or "© Pragmatic Solutions, Inc. 2005. All Rights Reserved."
- e. All packaging and advertising materials for the Game or Honor Servers shall include a trademark notice in the form: The trademarks PRAGMATIC, PRAGMATIC PREFERRED PROVIDER and PRAGMATIC HONOR PROVIDER are the property of Pragmatic Solutions, Inc. and "AMERICA'S ARMY, AMERICA'S ARMY: SPECIAL FORCES, HONOR, THE OFFICIAL U.S. ARMY GAME, EMPOWER YOURSELF, and DEFEND FREEDOM are registered trademarks or trademarks of the United States Army in the United States and other countries and are used under license from the United States Army."

Licensed Trademarks:

- AMERICA'S ARMY®
- AMERICA'S ARMY: OPERATIONS®
- AMERICA'S ARMY: SPECIAL FORCES®
- AMERICA'S ARMY: OVERMATCH®
- EMPOWER YOURSELF®
- DEFEND FREEDOM®
- THE OFFICIAL U.S. ARMY GAME®



Rev. 01/4/2008



SCHEDULE B BUSINESS PRACTICE AND ACCEPTABLE USE POLICY

Customer Agrees:

- a. To conduct business in a manner that reflects favorably at all times on the Game, Licensed Trademarks, Game Servers, and the good name, goodwill and reputation Pragmatic Solutions, Inc. and Department of the Army;
- b. To avoid deceptive, misleading or unethical practices that are or might be detrimental to Pragmatic Solutions, Inc. and Department of the Army, the Game, or the public, including but not limited to disparagement of Pragmatic Solutions, Inc. and Department of the Army;
- c. To make no false or misleading representations with regard to Pragmatic Solutions, Inc. and Department of the Army or the Game;
- d. Not to publish or employ or cooperate in the publication or employment of any misleading or deceptive advertising material;
- e. To make no representations, warranties or guarantees to customers or to the trade with respect to the specifications, features or capabilities of the Game, Honor Server Software, or Game Servers which are inconsistent with the literature distributed by Pragmatic Solutions, Inc. and Department of the Army, including all warranties;
- f. That its policy of sale, distribution and/or exploitation of the Honor Server Software, Licensed Trademarks, Game Servers, and the Game shall be of high standard customary in the video game hosting industry and shall in no manner reflect adversely upon the good name of Pragmatic Solutions, Inc. and Department of the Army or upon the goodwill and reputation associated with the Game and Licensed Trademarks;
- g. To make its best efforts to monitor the Honor Servers in order to prevent cheating and behavior in violation of the terms of service identified in the Game and on the americasarmy.com website;
- h. To provide high levels of timely technical support to the customers and users of the Game Servers operated by the Customer;
- i. To comply with all policies and directives established by Pragmatic Solutions, Inc. and Department of the Army regarding the establishment and use of Honor Servers;
- j. To not send unsolicited e-mails or spam containing the Licensed Trademarks or references to the Game, Pragmatic Solutions, Inc. and Department of the Army, or their respective websites;
- k. To not allow web links to or advertising for any adult or pornographic websites or materials from websites featuring the Licensed Trademarks or references to the Game, Pragmatic Solutions, Inc. and Department of the Army, or their respective websites;
- l. To upgrade to the latest release of the Game within thirty (30) days of it being made public by Department of the Army.

Acceptable Use:

- a. Customer may not use the Software Toolkit in any manner in violation of any state, local, federal or international law.
- b. Customer may not use the Software Toolkit in any manner which infringes the intellectual property rights or other proprietary rights of any third party including, without limitation, material protected by copyright, trademark, patent, trade secret, or other intellectual property right used without proper authorization.
- c. Customer may not use the Software Toolkit for disseminating harmful content including, without limitation, viruses, Trojan horses, worms, time bombs or any other computer programming routines that may damage or interfere with any system.
- d. Customer may not offer or disseminate fraudulent goods, services, schemes, or promotions or furnish false data on any signup form, contract or online application or registration, including without limitation use of credit card numbers.
- e. Customer may not use the Software Toolkit for transmitting or disseminating subject matter that is unlawful, libelous, defamatory, obscene, pornographic, indecent, harassing, threatening, abusive or otherwise objectionable.
- f. Customer may not use the Software Toolkit for any tortuous conduct, including, but limited to, posting defamatory, libelous, slanderous, scandalous, or private information about a person or company without their consent.
- g. Customer may not use the Software Toolkit for abusive activities on the internet, including, but not limited to, activities such as using a non-existent email return address, spamming, spoofing or any effort designed to deceive or mislead.

Rev. 01/04/2008



SCHEDULE C PAYMENT PROVISIONS – HONOR ONLY

1. Setup Fee: \$100.00
 - a. One time setup fee per Server Instance.
2. Monthly Recurring Fees: \$40.00
 - a. Per Server Instances
3. Annual Prepayment for Server Instance: \$400.00
 - a. Customer may prepay the monthly recurring fee for Server Instance by paying the monthly fee at a two month payment discount.
4. Payment Terms:
 - a. Customer will be billed monthly, in advance on the anniversary of their Service Commencement Date. (ie, if the Customer signs up on the 10th of the month, they will be billed on the 10th of the following month)
 - b. All past due amounts shall accrue interest at the rate of one and one-half percent (1.5%) per month.
 - c. Customer may pay through methods of payment approved by Pragmatic Solutions, Inc.
5. Special Terms:
 - a. License is for Customer only and may not be resold or transferred in anyway without Pragmatic Solutions, Inc. express written permission.
 - b. Server Instances must contain static and unique IP address and port numbers.
6. Cancellation:
 - a. Setup Fee: If the Customer cancels their service within five (5) days of the original order, Pragmatic Solutions, Inc. shall refund the setup fee, minus a fifteen percent (15%) cancellation fee. If Customer cancels their service after five (5) days, there shall be no refund of the set up fee.
 - b. Monthly Fee: If the Customer cancels their service within five (5) days of the original order, Pragmatic Solutions, Inc. shall refund the monthly fee, minus a fifteen percent (15%) cancellation fee. If the Customer cancels their service within fifteen (15) days, Pragmatic Solutions, Inc. shall refund a prorated amount equal to the number of days remaining in the month. If Customer cancels their service after fifteen (15) days, there shall be no refund of the monthly fee.
 - c. Yearly Fee: If the Customer cancels their service within five (5) days of the original order, Pragmatic Solutions, Inc. shall refund the yearly fee, minus a fifteen percent (15%) cancellation fee. If the Customer cancels their service within fifteen (15) days, Pragmatic Solutions, Inc. shall refund a prorated amount equal to the number of days remaining in the year. If Customer cancels their service after fifteen (15) days, there shall be no refund of the yearly fee.

For full details of the Payment Plan, please refer to the EULA above.

Rev. 01/04/2008