

XBOX ONE™

# BATTLEBORN®



gearbox  
SOFTWARE

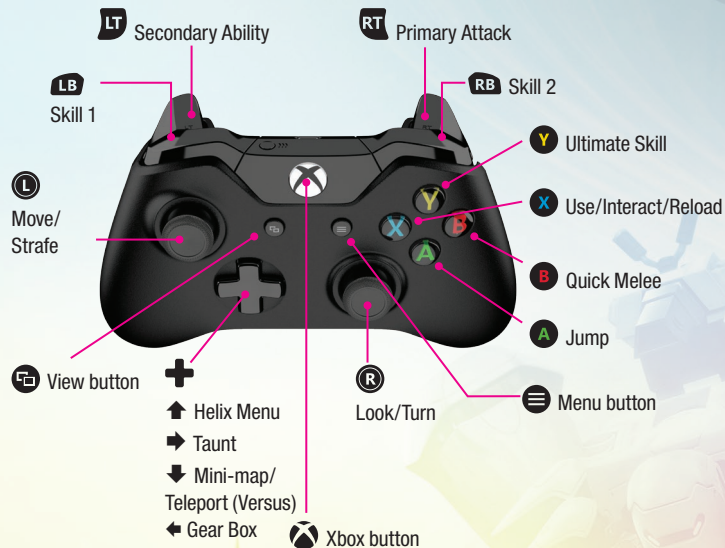
2K

**⚠ WARNING** Before playing this game, read the Xbox One™ system, and accessory manuals for important safety and health information. [www.xbox.com/support](http://www.xbox.com/support).

### Important Health Warning: Photosensitive Seizures

A very small percentage of people may experience a seizure when exposed to certain visual images, including flashing lights or patterns that may appear in video games. Even people with no history of seizures or epilepsy may have an undiagnosed condition that can cause “photosensitive epileptic seizures” while watching video games. Symptoms can include light-headedness, altered vision, eye or face twitching, jerking or shaking of arms or legs, disorientation, confusion, momentary loss of awareness, and loss of consciousness or convulsions that can lead to injury from falling down or striking nearby objects. **Immediately stop playing and consult a doctor if you experience any of these symptoms.** Parents, watch for or ask children about these symptoms—children and teenagers are more likely to experience these seizures. The risk may be reduced by being farther from the screen; using a smaller screen; playing in a well-lit room, and not playing when drowsy or fatigued. If you or any relatives have a history of seizures or epilepsy, consult a doctor before playing.

## CONTROLS



Move/Strafe .....	<b>L</b>
Look/Turn .....	<b>R</b>
Sprint .....	<b>L</b>
	(while moving forward)
Jump .....	<b>A</b>

Use/Interact/Reload . . . . .	X
Skill 1 . . . . .	LB
Skill 2 . . . . .	RB
Primary Attack . . . . .	RT
Secondary Ability . . . . .	LT
Ultimate Skill . . . . .	Y
Quick Melee . . . . .	B
Helix Menu . . . . .	↑
Taunt . . . . .	→
Expand Minimap (Story) / Teleport (Versus) . . . . .	↓
Gear box . . . . .	←
Show Menu . . . . .	≡
Scoreboard . . . . .	⌂
Hold to Respawn . . . . .	Y
	(After dying in Story)
Ping . . . . .	R

## MAIN MENU

The Main Menu is your hub for jumping into *Battleborn*. Choose a game mode, view playable characters, see which of your Friends are online to join in the fun, and more.

### VERSUS

Play five-on-five matches with other players online and see who comes out the victor. Select VERSUS PUBLIC to play a public match, or choose VERSUS PRIVATE to join your Friends in a private match.

### STORY

Play through each Episode to learn the story of *Battleborn*. Select STORY PRIVATE to play solo or with Friends. Choose STORY PUBLIC to battle through the maps with up to four Friends or random players online.

### COMMAND

Command is where you manage your *Battleborn* characters, Gear, in-game accomplishments, and more. Change up your Gear Loadout for something different. You can also see and track your in-game accomplishments.

### FRIENDS

See which Friends are currently playing *Battleborn*.

### MATCH HISTORY

Select any of the matches you've played to view the Match Summary screens, Experience, Challenges, Statistics, and Accomplishments.

### OPTIONS

Adjust Gameplay, Audio, Video, Lobby, and Controller settings.



## EXTRAS

Redeem Gearbox Software SHIFT Codes, and view the team that brought *Battleborn* to life in the Credits.

**NOTE:** To redeem SHIFT Codes, you must sign up to become a Gearbox Software SHIFT member or sign in as one.

## GAMEPLAY

### HUD



#### 1. RESPAWNS REMAINING

See the number of Extra Lives you have left to use if you die (Story mode only).

#### 2. SCORE

See the Score you've racked up so far (Story mode only).

#### 3. CHARACTER LEVEL

See your character's current level, and watch it rise as you level up.

#### 4. SHARDS

See the number of Shards you currently have.

#### 5. SHIELD

Watch your shield (if your character has one). This blue bar decreases as the Shield depletes, but it regenerates when you avoid damage for a time.

#### 6. HEALTH

See your remaining Health. To regain Health, you'll have to pick it up in the environment or use a healing ability. You also regain all health when you level up or teleport back to base (Teleporting can be used in Versus mode only.)


#### 7. MINI-MAP

View the mini-map to successfully navigate the environment.

#### 8. OBJECTIVES

See your current objectives (Story mode only).

#### 9. HELIX ICON

When this Helix icon appears, press  to instantly access the Helix Skill Menu and choose which new Augment you want to activate.

#### 10. SKILLS

View your character's Skills, including how many seconds remain until a used Skill recharges.

#### 11. GEAR

Gear that you have equipped to a Loadout can be viewed or activated by spending Shards.

#### 12. RESOURCE BAR

Keep track of your character's ammo count for weapons, and mana count for use of spells and other abilities.

## COMBAT BASICS


#### SKILLS

Every character has four skills; three Skills that can be activated, which includes an Ultimate Skill along with one passive skill. You can see available Skills in the lower right corner of the HUD.

After use, Skills need to cooldown before you can use them again. See the number of seconds left before a Skill is recharged in the lower right corner.

#### FINDING YOUR WAY


Use the mini-map to navigate to your next objective. Your current objectives are also listed on the right side of the HUD for easy reference.

If you feel lost, press  to quickly open the Expanded Minimap for a more thorough inspection of your current location. (It's a lot bigger than the mini-map.)

#### PICKUPS

Explore during missions to find Shard clusters and crates with rewards. These pickups include Shards, Credits, Overshields, and more.




#### USING THE ENVIRONMENT

You can use the environment to your advantage in combat. One of the best ways is by activating holographic defenses, such as turrets and drones. If you see one, move in close, press , and then select which of the available drones you'd like to activate (for example). Depending on the heat you're taking on the battlefield, you might choose something for healing instead of dealing damage. Each activity costs a certain number of Shards.

#### LEVELING UP

The Helix system is fast enough that you can level up your character fully—10 levels in total—in a single match.

As you take down enemies, you'll see a notification onscreen whenever you level up. Leveling up restores your Shield and Health to keep you in the fight. You also have a new Augment available to activate on the Helix, which strengthens your character's Skills for the match.


You'll know an Augment is available when you see the Helix icon on the bottom of the screen. Hold  to open the Helix Menu, where you'll see a double helix with two potential upgrades for a Skill. Press  to activate the Left Helix or  to activate the Right Helix. Choose quickly—the action on the battlefield won't wait for you!

### EXTRA LIVES

Dying happens. Extra Lives allow you to respawn on the map and continue your progress without having to start the map over. Any damage dealt to enemies and objectives completed remain as you left them, so you can pick up where you left off.

See the number of Extra Lives you have remaining at the top of the screen. When you run out, dying results in a mission failure, and you lose all the XP and Shards you were accumulating during its course. Return to the map from the Main Menu when you're ready to try again!

### GAME MENU

At any time while playing, press  to open the game menu. Here, you can adjust settings, review the controller layout, and either quit the game or vote to surrender (when playing with others).

### MATCH SUMMARY

When you complete a match (or fail), you'll see a results screen with the details of your experience. This includes your Final Score, Match Time, Challenges you completed, Statistics, and in-game Accomplishments.

## FOR EVERY KIND OF BADASS

*Battleborn* features 25 playable badasses, each with a unique style on the battlefield. The best place to check out all the characters is in the Command menu. Select COMMAND from the Main Menu to get started.

### CHARACTER RANKS

Every *Battleborn* character can increase their Character Rank permanently. This unlocks extra Augments called Mutations (5 in total) that create new ways of surviving and dealing damage on the battlefield. Outside of matches, you can view each character's Helix Augments and Mutations from the Command menu (COMMAND > *BATTLEBORN*).

### HELIX

Access the character's Helix Menu to see which Augments are available as you level up the character during a mission. This can help you plan your strategy ahead of time.

### TAUNTS

One of the most fun ways to enrage enemies is with Taunts. Every character in *Battleborn* has a unique set of Taunts, which you can unlock as you rank up the character and complete Challenges. See the Taunts you own here. When new Taunts become available, you can also preview them here to get a taste of each *Battleborn* character's personality.

### SKINS

Enter the battlefield in style. See your character's skins and select which one you'd like them to wear. You'll unlock skins as you rank up the character or open Loot Packs.

### COMMAND RANKS

Your Command Rank lets you keep track of your progress playing any or all of *Battleborn*'s modes, regardless of which character(s) you play as. You'll rank up as you play.



## PLAYING TOGETHER

Playing *Battleborn* with others gives you a chance to unleash power only known to teams. Create the perfect balance of deadly skill and all-out brute strength in your team, and see how you fare in online matches.

Play through Story with others in Story Public, or get competitive in Versus Public's five-on-five matches. You can also select VERSUS PRIVATE to start a private five-on-five game with Friends online.

### VERSUS PUBLIC

Versus Public is your go-to choice for playing competitive multiplayer matches. You'll be teamed up with other players for exciting five-on-five matches, or you can invite Friends to form your own team. Three competitive multiplayer modes are available.

### INCURSION

Destroy the enemy's Sentry with help from your team's minions, while defending your own Sentry. The first team to destroy both of the opponent teams' Sentries or to have the Sentries with the most remaining health when the timer runs out wins!

### CAPTURE

Capture Energy Collectors and defend them from enemies. The first team to 1000 points or the most points when the timer runs out wins!

### MELTDOWN

Lead your minions to the grinders. You'll score points every time one of your minions makes it to a grinder. The first team to accumulate 500 points or the team with the most points when the timer runs out wins!

## SUPPORT

Visit <http://support.2k.com> for the latest on help and support for *Battleborn*, including resolutions to common error messages, for information regarding my2K accounts, or to change your my2K profile.

## CREDITS

### GEARBOX SOFTWARE IS:

David Agabin  
Sean Ahern  
Awais Ahmed  
Kent Alfred  
Daniel Algood  
Andrew Alvarez  
John Anderson  
Robert Anderson  
John Antal  
Aaron Apgar  
Bjarni Arnason  
James Ash-Houchen  
Erik Avalos  
David Avery  
Stephen Bahl  
Ghent Bailey  
Andrew Bair  
Ray Barham  
Jimmy Barnett  
Chuck Bartholomew  
Tris Baybayan  
Kyle Beasley  
Brian Bekich  
Matthew Berner  
Curt Binder  
Christopher Black  
Logan Blackburn

Scott Bowers  
Troy Bowman  
Jazcek Braden  
Chris Brock  
Jeffrey Broome  
Jason Brown  
John Brown  
Brian Burleson  
Paul Burt  
Ruben Cabrera  
Wade Callender  
Mike Carlson  
Manny Carrasquillo  
Sean Cavanaugh  
Matthew Charles  
Andrew Cheney  
Robert Chew  
Christine Choate  
Amanda Christensen  
Jacob Christopher  
Jennifer Chung  
Jonathan Cohen  
Stephen Cole  
Chaz Colvin  
Josh Cook  
Jeremy Cooke  
Brian Cozzens  
Peter Dannenberg  
Max Davenport  
Trey Davenport  
Josh Davidson

Dustin Davis  
Ian Davis  
Michael Davis  
Patrick Deupree  
Erik Doescher  
Kevin Duc  
James Dwyer  
Dave Eaton  
Fredric Echols  
David Eddings  
Derek Escontrias  
Don Eubanks  
Travis Everett  
Robert Faison  
Jonathan Fawcett  
Christopher Faylor  
Patrick Fenn  
Manuel Fernandez  
Ryan Fields  
David Fisk  
Adam Fitzgerald  
Zach Ford  
Jasper Foreman  
Mark Forsyth  
Brent Friedman  
Brad Gaffney  
Michelle Garza  
Benjamin Gettleman  
Steven Gibson  
Evan Gill  
Jim Gilligan

Maarten Goldstein  
Pat Guarino  
Chris Guthery  
Dia Hadley  
Ell Hamilton  
Jackson Hardesty  
Craig Harrison  
Seth Hawkins  
Michael Hayes  
Philip Hebert  
Jonathan Hemingway  
Jonathan Hernandez  
Daniel Hilburn  
Tiffany Hillary  
Andrew Hoffman  
Alex Hollis  
Brent Hollon  
Danny Homan  
Comb Hua  
Jimmie Jackson  
Brad Jacobs  
Josh Jeffcoat  
Skyler Jermy  
Richard Jessup  
Dan Johnson  
Neil Johnson  
Steven Jones  
Jason Kang  
Grant Kao  
Nick Kaun  
Scott Kester

Damian Kim  
Seung Kim  
Kyle King  
Daniel Kinnear  
Charles Kostick  
Michael Krivacek  
Sherrie Lacy  
Brian Lam-Bentley  
James Lee  
Jesse Lemons  
Ed Lev Guerra  
Aaron Linde  
Matthew Link  
James Lopez  
Ashley Lyons  
Jeff MacFee  
Andrew Maier  
Nate Mallory  
Brian Martel  
Andrew Martz  
Adam May  
David May  
Brian McKee  
Curry McKnight  
Casey McLaughlin  
Brian McNett  
Mike McVay  
Ricky Meisner  
Seneca Menard  
Kevin Messenhimer  
Ryan Metcalf

Drew Mobley  
Sarah Moore  
Mikhail Mukin  
John Mulkey  
Jack Myers  
Aaron Nations  
Jason Neal  
Christopher Neeley  
Paul Nettle  
Michael Neumann  
Lilith Newman  
Tu Nguyen  
Anthony Nicholson  
Stephen Northcut  
Joshua Olson  
Jason Orsatti  
Nate Overman  
Kelly Padgett  
Shane Paluski  
Kevin Penrod  
Ben Perkins  
Julian Peterson  
Mark Petty  
Hung Pham  
Christopher Pickett  
Randy Pitchford  
Rick Porter  
Kevin Powell  
Paul Presley  
Amy Price  
Kelsey Rademaker



Sean Reardon  
Josh Rearick  
Jason Reiss  
Ashley Rochelle  
Kelly Romeo  
Sarah Rosa  
Michael Roth  
Paul Sage  
James Sanders  
Robert Santiago  
Jett Sarrett  
Alok Sawant  
Keith Schuler  
Chase Sensky  
Michael Sewell  
Darron Shaffer  
Carl Shedd  
Samantha Shepard  
Lloyd Sherman  
Jason Shields  
Ryan Showalter  
Michael Shultz  
Jimmy Sieben  
Bradley Sierzega  
Gabe Simon  
Jeffrey Skal  
Nathan Smith  
Ryan Smith  
Jasen Sparacino  
Erica Stead

Steven Strobel  
Brenden Tennant  
Aaron Thibault  
Brian Thomas  
Justin Thomas  
Graeme Timmins  
Caitlyn Trout  
Kyle Umbenhower  
Gregory Vanderpool  
Daniel Vanlacy  
Randy Varnell  
Raison Varner  
Scott Velasquez  
Kelley Vest  
Rachel Wagner  
Tyler Walker  
Mike Wardwell  
Michael Weber  
Tim Welch  
Tommy Westerman  
Joshua White  
Kathryn Williams  
Stacie Williams  
Nicholas Wilson  
Lorin Wood  
Hunter Wright  
Tim Wu  
David Ziman

## **2K**

Published by 2K. 2K is a publishing label of Take-Two Interactive Software, Inc.

### **2K PUBLISHING**

#### **President**

Christoph Hartmann

#### **C.O.O.**

David Ismailer

### **2K PRODUCT DEVELOPMENT**

#### **VP, Product Development**

John Chowanec

#### **Director of Product Development**

Melissa Miller

#### **Producer**

Chris Thomas

#### **Associate Producers**

Meghan Lee  
John Sweeney

#### **Additional Production Support**

Mark Montuya  
Doug MacLeod

### **Production Assistants**

Ross Marabella  
Nick Syrovatka  
Ben Holschuh

### **Digital Release Manager**

Tom Drake

### **Digital Release Assistant**

Myles Murphy

### **2K CREATIVE DEVELOPMENT**

#### **VP, Creative Development**

Josh Atkins

### **Design Director**

Jonathan Pelling  
Joe Quadara

### **Art Director**

Robert Clarke

### **Media Producer**

Mike Read

### **Associate Media Producer**

Scott James

#### **Developer Support Team – Cinematic Leads**

Jarrette Torcedo  
Leslie Harwood

### **Developer Support Team – Visual Effects Lead**

Stephen Babb

### **Developer Support Team – Animation Lead**

PJ Leffelman

### **Developer Support Team – Modeling Lead**

Peter Turner

### **Director, Creative Production**

Jack Scalici

### **Sr. Manager, Creative Production**

Josh Orellana

### **Creative Production Coordinator**

William Gale

### **Creative Production Assistants**

Cathy Neeley  
Megan Rohr

### **Director of Research and Planning**

Mike Salmon

### **Sr. Market Researcher**

David Rees

### **User Testing Assistant**

Jonathan Bonillas

### **2K CORE TECH VP, Technology**

Naty Hoffman

### **Director of Technology**

Mark James

### **Sr. Online Architect**

Louis Ewens

### **Software Engineer**

Jack Liu

### **2K MARKETING SVP, Marketing**

Sarah Anderson

### **VP, Marketing**

Matt Gorman

### **VP, International Marketing**

Matthias Wehner

### **Director of Marketing, North America**

Kelly Miller

**Director, Marketing**

Josh Goldberg

**Product Manager**

Ashley St. Germain

**VP of Communications,  
The Americas**

Ryan Jones

**Sr. Communications  
Manager**

Scott Pytlik

Jessica Lewinstein

**Community and Social  
Media Manager**

Catherine Lukianov

**Sr. Manager,  
Community Content**

Darren Gladstone

**Content Designer**

Adrianne Pugh

**Community Associate**

Marion Dreo

**Creative Director,  
Marketing**

Gabe Abarcar

**Sr. Director,  
Marketing Production**

Jackie Truong

**Associate Marketing  
Production Manager**

Ham Nguyen

**Marketing Production  
Assistant**

Nelson Chao

**Sr. Graphic Designer**

Christopher Maas

**Project Manager**

Heidi Oas

**Video Production  
Manager**

Kenny Crosbie

**Video Editor & Motion  
Graphics Designers**

Michael Regelean

Eric Neff

**Video Editor**

Peter Koeppen

**Associate Video Editors**

Doug Tyler

Nick Pylvanainen

**Web Director**

Nate Schaumberg

**Sr. Web Designer**

Keith Echevarria

**Web Developers**

Alex Beuscher

Gryphon Myers

**Web Producer**

Tiffany Nelson

**Channel Marketing  
Managers**

Anna Nguyen

Marc McCurdy

**Digital Marketing  
Coordinator**

Kelsie Lahti

**Sr. Director of Events**

Lesley Zinn Abarcar

**Events Manager**

David Iskra

**Director, Customer  
Service**

Ima Somers

**Customer Service  
Manager**

David Eggers

**Knowledge Base  
Coordinator**

Mike Thompson

**Customer Service  
Coordinator**

Jamie Neves

**Customer Service  
Associate Lead**

Crystal Pittman

**Senior Customer Service  
Associates**

Alicia Nielsen

Patrick Moss

Sean Barker

**Director, Partnerships  
& Licensing**

Jessica Hopp

**Partnerships &  
Licensing Manager**

Ryan Ayalde

**Partner Marketing  
Coordinator**

Ashley Landry

**Marketing Assistant**

Kenya Sancristobal

**2K OPERATIONS  
SVP, Senior Counsel**

Peter Welch

**Counsels**

Justyn Sanderford

Aaron Epstein

**VP, Publishing Operations**

Steve Lux

**Director of Label  
Operations**

Rachel DiPaola

**Partner Marketing  
Manager**

Dawn Earp

**International Project  
Manager**

Ben Kvalo

**Director of Operations**

Dorian Rehfield

**Licensing &  
Operations Specialist**

Xenia Mul

**Project Manager, Core  
Tech**

Peter Driscoll

**Operations Coordinator**

Aaron Hiscox

**2K IT****Sr. Director, 2K IT**

Rob Roudebush

**IT Manager**

Bob Jones

**Sr. Network Manager**

Russell Mains

**Systems Engineers**

Jon Heysek

Lee Ryan

**Systems Administrators**

Fernando Ramirez

Tareq Abbassi

Scott Alexander

Davis Krieghoff

**IT Analyst**

Michael Caccia

**2K QUALITY  
ASSURANCE  
Senior VP of Quality****Assurance and  
Submissions**

Alex Plachowski

### **Quality Assurance Test Manager (Projects)**

Eric Zala

### **Quality Assurance Test Manager (Support Team)**

Scott Sanford

### **Lead (Projects)**

Stephen "Yoshi" Florida

### **Lead (Support Team)**

Chris Adams

Nathan Bell

### **Associate Leads (Projects)**

Jeffrey Schrader

Phylicia Fletcher

### **Associate Leads (Support Team)**

Alexander Coffin

Ruben Gonzalez

Jordan Wineinger

### **Senior Testers (Projects)**

David Benedict

Jonathan Williams

Phil Lui

Raynard Moreno

### **Senior Testers (Support Team)**

Andrew Garrett

Ashley Carey

Bar Peretz

Josh Collins

Kristine Romine

Michelle Paredes

Nicole Millette

Robert Klempner

Zack Gartner

### **Quality Assurance Team**

Adam Junior

Ahmad Shahin

Alexis White

Alma Hernandez

Amanda Bassett

Andrew Romine

Anthony Zaragoza

Austin Day

Brian Castro

Bryce Fernandez

Cameron Fielder

Carter Davis

Cassandra Del Hoyo

Charlene Artuz

Charles Maidman

Chris Johnson

Christopher Elscoc

Cody Roemen

Dan Im

Daniel Smyth

David Eastwood

David Jackson

Deion Cyriacks

Drew de Los Santos

Eddie Bancud

Eduardo Luna

Gabriela-Diane Ronquillo

Greg Jefferson

Hugo Dominguez

Jae Maidman

Joel Apostol

Jordan Leano

Joshua Manes

Justin Handley

Justin Ward

Keith Rische

Kent Mewborne

Kyle Bellas

Kyle Marton

Max Ehrlich

Max Rohrer

Melanie Heuberg

Michael Bond

Michael Todd

Miguel Garcia

Nathan Craig

Oswaldo Carrillo-Ureno

Patrick Moss

Richard Chatterton

Rob Williams

Sampson Brier

Seth Kent

Spencer Hansen

Steven Barling

TJ Sedgwick

Thomas Sammons

Tiffany Chung

Tim Smith

Tom Quy

Tylan Brock

Tyler Redmann

Vance Lucido

Vanessa Derhoussoff

Will Poloski

### **2K INTERNATIONAL QUALITY ASSURANCE**

### **Localisation QA Manager**

José Miñana

### **Mastering Engineer**

Wayne Boyce

### **Mastering Technician**

Alan Vincent

### **Localisation QA Senior Lead**

Oscar Pereira

### **Localisation QA Leads**

Elmar Schubert

Florian Genthon

Jose Olivares

### **Associate Localisation QA Lead**

Cristina La Mura

### **Senior Localisation QA Technicians**

Alba Loureiro

Christopher Funke

Enrico Sette

Harald Raschen

Jihye Kim

Johanna Cohen

Pierre Tissot

Sergio Accettura

### **Localisation QA Technicians**

Carlos Muñoz Díaz

Christiane Molin

David Swan

Dimitri Gerard

Etienne Dumont

Gabriel Uriarte

Gian Marco Romano

Gulnara Bixby

Iris Loison

Javier Vidal

Julio Calle Arpon

Luca Magni

Manuel Aguayo

Martin Schücker

Namer Merli

Nicolas Bonin

Norma Hernandez

Pablo Menéndez

Roland Habersack

Rüdiger Kolb

Samuel Franca

Seon Hee C. Anderson

Shawn Williams-Brown

Sherif Mahdy Farrag

Stefan Rossi

Timothy Cooper

Yury Fesechka

### **2K EAST QA Director**

Zhang Xi Kun

### **QA Managers**

Du Jing

Steve Manners

### **Project Leads**

Shigekazu Tsuuchi

Wu Xiao Bin

### **Lead QA Testers**

Chu Jin Dan

Zhu Jian



### **Senior QA Testers**

Bai Gui Long  
Cho Hyunmin  
Kan Liang  
Qin Qi  
Zhang Rui Bin

### **QA Testers**

Bai Xue  
Hu Die  
Hu Meng Meng  
Hu Yun Xin  
Jin Xiong Jie  
Li Tong  
Liu Ya Qin  
Luo Tao  
Luo Ting  
Ning Xu  
Tan Liu Yang  
Tang Shu  
Wan Yue  
Zhang Biao  
Zhang Wei

### **Junior QA Testers**

Chen XueMei  
Guo Zhen Yi  
Lan Shi Bo  
Li Ling Li  
Liu Kun Peng  
Liu Qi  
Ma Li

Mao Ling Jie  
Ren Ke Yi  
Song Shi Xue  
Tang Dan Ru  
Wang Ce  
Wei Han Yu  
Wu Di  
Xiao Yi  
Yan Yan  
Yang Yu Fan  
Yu Feng  
Zhang Le  
Zhang Yi  
Zhao Yu  
Zhou Qian Yu  
Zou Zhuo Ke

### **IT Engineers**

Hu Xiang  
Zhao Hong Wei

### **Special Thanks**

Alexandria Belk  
Cameron Steed  
Candice Javellonar  
Chris Jones  
David Barksdale  
Joe Bettis  
Juan Corral  
Kris Jolly  
Leslie Cullum  
Louis Napolitano

Rachel McGrew  
Todd Ingram

### **2K INTERNATIONAL**

**General Manager**  
Neil Ralley

**Senior International  
Product Manager**  
David Halse

**International Product  
Manager**  
John Aikins

**International PR Manager**  
Richie Churchill

**International Community  
and Social Managers**  
Mitko Lambov  
Ibrahim Bhatti

**2K INTERNATIONAL  
PRODUCT  
DEVELOPMENT**  
**International Producer**  
Jean-Sébastien Feray

**Head of Creative Services  
and Localization**  
Nathalie Mathews

**Localization Project  
Manager**  
Emma Lepeut

### **External Localization Teams**

La Marque Rose  
Effective Media GmbH  
Synthesis Iberia  
Synthesis International srl  
Claude Esmein  
Xavier Kemmelein  
Softclub

Localization tools and  
support provided by XLOC  
Inc.

### **2K INTERNATIONAL TEAM**

Agnès Rosique  
Alan Moore  
Aaron Cooper  
Belinda Crowe  
Ben Seccombe  
Bernardo Hermoso  
Carlo Volz  
Caroline Rajcom  
Chris Jennings  
Chris White  
Dan Cooke  
Daniel Hill

Dennis de Bruin  
Devon Stanton  
Diana Freitag  
Francois Bouvard  
Gemma Woolnough  
Jan Sturm  
Jean Paul Hardy  
Jesús Sotillo  
John Ballantyne  
Julien Brossat  
Lieke Mandemakers  
Maria Martinez  
Oliver Keller  
Sandra Melero  
Sean Phillips  
Simon Turner  
Stefan Eder  
Tim Smith  
Warner Guinée  
Zaida Gómez

**Design Team**  
Tom Baker

### **TAKE-TWO INTERNATIONAL OPERATIONS**

Anthony Dodd  
Martin Alway  
Nisha Verma  
Phil Anderton  
Denisa Polcerova

Robert Willis

**2K ASIA TEAM**  
**Asia Sr. Publishing  
Director**  
Jason Wong

**Asia Marketing Director**  
Diana Tan

**Asia Marketing Manager**  
Daniel Tan

**Product Executives**  
Rohan Ishwarlal  
Sharon Lim

**Senior Brand Manager**  
Jason Dou

**Japan Marketing  
Manager**  
Maho Sawashima

**Localization Manager**  
Yosuke Yano

**Localization Coordinator**  
Pierre Guijarro

**Localization Assistant**  
Yusaku Minamisawa

**Take-Two Asia Operations**  
Eileen Chong

Veronica Khuan  
Chermine Tan  
Takako Davis  
Ryoko Hayashi

## Take-Two Asia Business Development

Erik Ford  
Syn Chua  
Ellen Hsu  
Kelvin Ahn  
Paul Adachi  
Fumiko Okura  
Hidekatsu Tani  
Fred Johnson  
Ken Tilakaratna  
Anna Choi  
Jookyoung Hyun  
Cynthia Lee  
Zachary Zainuddin

## SPECIAL THANKS

Strauss Zelnick  
Karl Slatoff  
Lainie Goldstein  
Dan Emerson  
Jordan Katz  
David Cox  
Steve Glickstein  
Take-Two Sales Team  
Take-Two Digital Sales

Team  
Take-Two Channel  
Marketing Team  
Siobhan Boes  
Hank Diamond  
Alan Lewis  
Daniel Einzig  
Christopher Fiumano  
Pedram Rahbari

Jenn Kolbe  
Greg Gibson  
Take-Two Legal Team  
Ashish Popli  
Chris McCown  
David Boutry  
Juan Chavez  
Rajesh Joseph  
Gaurav Singh  
Barry Charleton  
Mehmet Turan  
Jon Titus

Gail Hamrick  
Tony MacNeill  
Chris Bigelow  
Brooke Grabrian  
Katie Nelson  
Chris Burton  
Christina Vu  
Betsy Ross  
Pete Anderson

Oliver Hall  
Nicholas Bublitz  
Nicole Hillenbrand  
Danielle Williams  
Maria Zamaniego  
Nicholas Crowley  
Gwendoline Oliviero  
Ariel Owens-Barham

## AGENCIES

Access Communications  
BOND  
Freddie Georges Production  
Group  
g-NET  
Kathy Lee-Fung  
MODCo Media

# LIMITED SOFTWARE WARRANTY AND LICENSE AGREEMENT

This limited software warranty and license agreement (this "Agreement") may be periodically updated and the current version will be posted at [www.take2games.com/usa](http://www.take2games.com/usa) (the "Website"). Your continued use of the Software after a revised Agreement has been posted constitutes your acceptance of its terms. THE "SOFTWARE" INCLUDES ALL MATERIALS INCLUDED WITH THIS AGREEMENT, THE ACCOMPANYING MANUALS, PACKAGING, AND OTHER WRITTEN FILES, ELECTRONIC OR ON-LINE MATERIALS OR DOCUMENTATION, AND ANY AND ALL COPIES OF SUCH SOFTWARE AND ITS MATERIALS. THE SOFTWARE IS LICENSED, NOT SOLD. BY OPENING, DOWNLOADING, INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, AND ANY OTHER MATERIALS INCLUDED WITH THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT WITH THE UNITED STATES COMPANY TAKE-TWO INTERACTIVE SOFTWARE, INC. ("LICENSOR"), AS WELL AS THE PRIVACY POLICY LOCATED AT [www.take2games.com/privacy](http://www.take2games.com/privacy) AND TERMS OF SERVICE LOCATED AT [www.take2games.com/legal](http://www.take2games.com/legal). PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO OPEN, DOWNLOAD, INSTALL, COPY, OR USE THE SOFTWARE.

## LICENSE

Subject to this Agreement and its terms and conditions, Licensor hereby grants you a Software; distribute, lease, license, sell, rent, nonexclusive, non-transferable, limited, and revocable right and license to use one copy of the Software for your personal, non-commercial use for gaming on a single Game Platform (e.g., computer, mobile device, or gaming console) unless otherwise expressly specified in the Software documentation. Your license rights are subject to your compliance with this Agreement. The term of your license under this Agreement shall commence on the date that you install or otherwise use the Software and ends on the earlier date of either your disposal of the Software or the termination of this Agreement (see below). The Software is licensed, not sold, to you, and you hereby acknowledge that no title or ownership in the Software is being transferred or assigned and this Agreement should not be construed as a sale of any rights in the Software. Licensor retains all right, title, and interest to the Software, including, but not limited to, all copyrights, trademarks, trade secrets, trade names, proprietary rights, patents, titles, computer codes, audiovisual effects, themes, characters, character names, stories, dialog, settings, artwork, sounds effects, musical works, and moral rights. The Software is protected by U.S. copyright and trademark law and applicable laws and treaties throughout the world. The Software may not be copied, reproduced, or distributed in any manner or medium, in whole or in part, without prior written consent from Licensor. Any persons copying, reproducing, or distributing all or any portion of the Software in any manner or medium, will be willfully violating the copyright laws and may be subject to civil and criminal penalties in the U.S. or their local country. Be advised that U.S. copyright violations are subject to statutory penalties of up to \$150,000 per violation. The Software contains certain licensed materials and Licensor's licensors may also protect their rights in the event of any violation of this Agreement. All rights not expressly granted under this Agreement are reserved by Licensor and, as applicable, its licensors.

## LICENSE CONDITIONS

You agree not to: commercially exploit the Software; distribute, lease, license, sell, rent, convert into convertible currency, or otherwise transfer or assign the Software, or any copies of the Software, including but not limited to Virtual Goods (defined below) without the prior written consent of Licensor or expressly set forth in this Agreement; make a copy of the Software or any part thereof (other than as set forth herein); make a copy of the Software available on a network for use or download by multiple users; except as otherwise specifically provided by the Software or this Agreement, use or install the Software (or permit others to do same) on a network, for on-line use, or on more than one computer or gaming unit at the same time; copy the Software onto a hard drive or other storage device in order to bypass the requirement to run the Software from the included blu-ray Disc, (this prohibition does not apply to copies in whole or in part that may be made by the Software itself during installation in order to run more efficiently); use or copy the Software at a computer gaming center or any other location-based site; provided, that Licensor may offer you a separate license agreement to make the Software available for commercial use; reverse engineer, decompile, disassemble, display, perform, prepare derivative works based on, or otherwise modify the Software, in whole or in part; remove or modify any proprietary notices, marks, or labels contained on or within the Software; restrict or inhibit any other user from using and enjoying any online features of the Software; cheat or utilize any unauthorized robot, spider, or other program in connection with any online features of the Software; violate any terms, policies, licenses, or code of conduct for any online features of the Software; or transport, export, or re-export (directly or indirectly) into any country forbidden to receive the Software by any U.S. export laws or regulations or U.S. economic sanctions or otherwise violate any laws or regulations, or the laws of the country in which the Software was obtained, which may be amended

from time to time. ACCESS TO SPECIAL FEATURES AND/OR SERVICES, INCLUDING DIGITAL COPIES: Software download, redemption of a unique serial code, registration of the Software, membership in a third-party service and/or membership in a Licensor service (including acceptance of related terms and policies) may be required to activate the Software; access digital copies of the Software, or access certain un-lockable, downloadable, online, or other special content, services, and/or functions (collectively, "Special Features"). Access to Special Features is limited to a single User Account (as defined below) per serial code and access to Special Features cannot be transferred, sold, leased, licensed, rented, converted into convertible virtual currency, or re-registered by another user unless otherwise expressly specified. The provisions of this paragraph supersede any other term in this Agreement. TRANSFER OF PRE-RECORDED COPY LICENSE: You may transfer the entire physical copy of pre-recorded Software and accompanying documentation on a permanent basis to another person as long as you retain no copies (including archival or backup copies) of the Software, accompanying documentation, or any portion or component of the Software or accompanying documentation, and the recipient agrees to the terms of this Agreement. Transfer of the pre-recorded copy license may require you to take specific steps, as set forth in the Software documentation. You may not transfer, sell, lease, license, rent, or convert into convertible virtual currency any Virtual Currency or Virtual Goods except as expressly set forth in this Agreement or with Licensor's prior written consent. Special Features, including content otherwise unavailable without a single-use serial code, are not transferable to another person under any circumstances, and Special Features may cease functioning if the original installation copy of the Software is deleted or the pre-recorded copy is unavailable to the user. The Software is intended for private use only. NOTWITHSTANDING THE FOREGOING, YOU MAY NOT TRANSFER ANY PRE-RELEASE COPIES OF THE SOFTWARE. TECHNICAL



**PROTECTIONS:** The Software may include measures to control access to the Software, control access to certain features or content, prevent unauthorized copies, or otherwise attempt to prevent anyone from exceeding the limited rights and licenses granted under this Agreement. Such measures may include incorporating license management, product activation, and other security technology in the Software and monitoring usage, including, but not limited to, time, date, access, or other controls, counters, serial numbers, and other security devices designed to prevent the unauthorized access, use, and copying of the Software, or any portions or components thereof, including any violations of this Agreement. Licensor reserves the right to monitor use of the Software at any time. You may not interfere with such access control measures or attempt to disable or circumvent such security features, and if you do, the Software may not function properly. If the Software permits access to Special Features, only one copy of the Software may access those Special Features at one time. Additional terms and registration may be required to access online services and to download Software updates and patches. Only Software subject to a valid license can be used to access online services, including downloading updates and patches. Except as otherwise prohibited by applicable law, Licensor may limit, suspend, or terminate the license granted hereunder and access to the Software, including, but not limited to, any related services and products, at any time without notice for any reason whatsoever. **USER CREATED CONTENT:** The Software may allow you to create content, including, but not limited to, a gameplay map, scenario, screenshot, car design, item, or video of your game play. In exchange for use of the Software, and to the extent that your contributions through use of the Software give rise to any copyright interest, you hereby grant Licensor an exclusive, perpetual, irrevocable, fully transferable, and sub-licensable worldwide right and license to use your contributions in any way and for any purpose in connection with the Software and related goods and services, including, but not limited to, the rights to reproduce, copy, adapt, modify, perform, display, publish, broadcast, transmit, or otherwise communicate to the public by any means whether now known or unknown and distribute your contributions without any further notice or compensation to you of any kind for the whole duration of protection granted to VC and VG. VC and VG do not have an equivalent value in real currency and do not act as a substitute for real currency. You acknowledge and agree that Licensor may revise or take action that impacts the perceived value of or purchase price for any VC and/or VG at any time except as prohibited by applicable law. VC and VG do not incur fees for non-use; provided, however, that the license

This license grant to Licensor, and terms above regarding any applicable moral rights, will survive any termination of this Agreement. **INTERNET CONNECTION:** The Software may require an internet connection to access internet-based features, authenticate the Software, or perform other functions. **USER ACCOUNTS:** In order to use the Software or a software feature, or for certain features of the Software to operate properly, you may be required to have and maintain a valid and active user account with an online service, such as a third-party gaming platform or social network account ("Third-Party Account"), or an account ("User Account") in order to access the Software and its functionality and features. Your User Account log-in may be associated with a Third-Party Account. You are responsible for all use and the security of your User Accounts and any Third-Party Accounts that you use to access and use the Software.

**VIRTUAL CURRENCY AND VIRTUAL GOODS**  
If the Software allows you to purchase and/or earn though play a license to use Virtual Currency and Virtual Goods, the following additional terms and conditions apply.  
**NON-REDEEMABLE: VC & VG:** **VIRTUAL CURRENCY & VIRTUAL GOODS:** The Software may enable users to (i) use fictional virtual currency as a medium of exchange exclusively within the Software ("Virtual Currency" or "VC") and (ii) gain access to (and certain limited rights to) use virtual goods within the Software ("Virtual Goods" or "VG"). Regardless of the terminology used, VC and VG represent a limited license right governed by this Agreement. Subject to the terms of and compliance with this Agreement, Licensor hereby grants you the nonexclusive, non-transferable, non-licensable, limited right and license to use VC and VG obtained by you for your personal non-commercial gameplay exclusively within the Software. Except as otherwise prohibited by applicable law, VC and VG obtained by you are licensed to you, and you hereby acknowledge that no title or ownership in or to VC and VG is being transferred or assigned hereunder. This Agreement should not be construed as a sale of any rights in VC and VG. VC and VG do not have an equivalent value in real currency and do not act as a substitute for real currency. You acknowledge and agree that Licensor may revise or take action that impacts the perceived value of or purchase price for any VC and/or VG at any time except as prohibited by applicable law. VC and VG do not incur fees for non-use; provided, however, that the license

granted hereunder to VC and VG will terminate in accordance with the terms and conditions of this Agreement and the Software documentation, when Licensor ceases providing the Software, or this Agreement is otherwise terminated. Licensor, in its sole discretion, reserves the right to charge fees for the right to access or use VC or VG and/or may distribute VC or VG with or without charge. **EARNING & PURCHASING virtual currency and virtual goods:** You may have the ability to purchase VC or to earn VC from Licensor for the completion of certain activities or accomplishments in the Software. For example, Licensor may provide VC or VG upon the completion of an in-game activity, such as attaining a new level, completing a task, or creating user content. Once obtained, VC and/or VG will be credited to your User Account. You may purchase VC and VG only within the Software, or through a platform, participating third-party online store, application store, or other store authorized by Licensor (all referred to herein as "Software Store"). Purchase and use of in-game items or currency through a Software Store are subject to the Software Store's governing documents, including but not limited to, the Terms of Service and User Agreement. This online service will be sublicensed to you by the Software Store. GF Licensor may offer discounts or promotions on the purchase of VC, and such discounts and promotions may be modified or discontinued by Licensor at any time without notice to you. Upon completing an authorized purchase of Win an Application Store, the amount of purchased VC will be credited to your User Account. The Licensor shall establish a maximum amount you may spend to purchase VC per transaction and/or per day, which may vary depending on the associated Software. Licensor, in its sole discretion, may impose additional limits on the amount of VC you may purchase or use, how you may use VC, and the maximum balance of VC that may be credited to your User Account. You are solely responsible for all VC purchases made through your User Account regardless of whether or not authorized by you.

**BALANCE CALCULATION:** You can access and view your available VC and VG in your User Account when logged into your User Account. Licensor reserves the right, in its sole discretion, to make all calculations regarding the available VC and VG in your User Account. Licensor further reserves the right, in its sole discretion, to determine the amount of and manner in which VC is credited and debited from your User Account in connection with your purchase of VG or for other purposes. While Licensor strives to make all such calculations on a consistent and reasonable basis, you hereby acknowledge and agree that Licensor's determination of the available VC and VG in your User Account is final, unless you can provide documentation to Licensor that such calculation

was or is intentionally incorrect. **USING VIRTUAL CURRENCY AND VIRTUAL GOODS:** All purchased in-game Virtual Currency and/or Virtual Goods may be consumed or lost by players in the course of gameplay according to the game's rules applicable to currency and goods, which may vary depending on the associated Software. VC and VG may only be used within the Software, and Licensor, in its sole discretion, may limit use of VC and/or VG to a single game. The authorized uses and purposes of VC and VG may change at any time. Your available VC and/or VG as shown in such actions. You acknowledge that Licensor may use your User Account will be reduced each time you use VC and/or VG within the Software. The use of any VC and/or VG constitutes a demand against and withdrawal from your available VC and/or VG in your User Account. You must have sufficient available VC and/or VG in your User Account in order to complete a transaction within the Software. VC and/or VG in your User Account may be reduced without notice upon the occurrence of certain events related to your use of the Software: For example, you may lose VC or VG upon the loss of a game or the death of your character. You are responsible for all uses of VC and/or VG made through your User Account, regardless of whether or not authorized by you. You must notify Licensor immediately upon discovering the unauthorized use of any VC and/or VG made through your User Account by submitting a support request at [www.take2games.com/support](http://www.take2games.com/support).

**NON-REDEEMABLE:** VC and VG may only be redeemed for in-game goods and services. You may not sell, lease, license, or rent VC or VG, convert them into convertible VC, or VC and VG may only be redeemed for in-game goods or services and are not redeemable for any sum of money or monetary value or other goods from Licensor or any other person or entity at any time, except as expressly provided herein or otherwise required by applicable law. VC and VG have no cash value, and neither Licensor nor any other person or entity has any obligation to exchange your VC or VG for anything of value, including, but not limited to, real currency.

**NO REFUND:** All purchases of VC and VG are final and under no circumstances will such purchases be refundable, transferable, or exchangeable. Except as prohibited by applicable law, Licensor has the absolute right to manage, regulate, control, modify, suspend, and/or eliminate such VC and/or VG as it sees fit in its sole discretion, and Licensor shall have no liability to you or anyone else for the exercise of such rights.

**NO TRANSFERS:** Any transferring, trading, selling, or exchanging of any VC or VG to anyone, other than in game play using the Software as expressly authorized by Licensor ("Unauthorized Transactions"), including, but not limited to, among other users of the Software, is not sanctioned by

Licensor and is strictly forbidden. Licensor reserves the right, in its sole discretion, to terminate, suspend, or modify your User Account and/or VC and VG and terminate this Agreement if you engage in, assist in, or request any Unauthorized Transactions. All users who participate in such activities do so at their own risk and hereby agree to indemnify and hold harmless Licensor, its partners, licensors, affiliates, contractors, officers, directors, employees, and agents from all damages, losses and expenses arising directly or indirectly from any applicable law or regulation, or any intentional act designed to interfere or that otherwise has the effect of or may have the effect of intervening in any way with the operation of the Software. If we believe or have any reason to suspect that you have engaged in an Unauthorized Transaction, you further agree that Licensor may, in its sole discretion, restrict your access to your available VC and VG in your User Account or terminate or suspend your User Account and your rights to any VC, VG, and other items associated with your User Account.

**LOCATION:** VC is only available to customers in certain locations. You may not purchase or use VC on websites and other platforms.

**SOFTWARE STORE TERMS**  
This Agreement and the provision of the Software through any Software Store (including the purchase of VC or VG) is subject to the additional terms and conditions set forth on or in or required by the applicable Software Store and all such applicable terms and conditions are incorporated herein by this reference. Licensor is not responsible or liable to you for any credit card or bank-related charges or other charges or fees related to your purchase transactions within the Software or through a Software Store. All such transactions are administered by the Software Store, not Licensor. Licensor expressly disclaims any liability for any such transactions, and you agree that your sole remedy regarding all transactions is from or through such Software Store. This Agreement is solely between you and Licensor, and not with any Software Store. You acknowledge that the Software Store has no obligation to furnish any maintenance or support services to you in connection with the Software. Except for the foregoing, to the maximum extent permitted by applicable law, the Software Store will have no other warranty obligation whatsoever with respect to the Software. Any claim in connection with the Software related to product liability, a failure to conform to

applicable legal or regulatory requirements, claims under consumer protection or similar legislation or intellectual property infringement are governed by this Agreement, and the Software Store is not responsible for such claims. You must comply with the Software Store Terms of Service and any other Software Store applicable rules or policies. The license to the Software is a non-transferable license to use the Software only on an applicable device that you own or control. You represent that you are not located in any U.S.-embargoed countries or other geographical areas or on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's list or Entity List. The Software Store is a third-party beneficiary to this Agreement and may enforce this Agreement against you.

**INFORMATION COLLECTION & USAGE**  
By installing and using the Software, you consent to the information collection and usage terms set forth in this section and Licensor's Privacy Policy, including (where applicable) (i) the transfer of any personal information and other information to Licensor, its affiliates, vendors, and business partners, and to certain other third parties, such as governmental authorities, in the U.S. and other countries located outside Europe or your home country, including countries that may have lower standards of privacy protection; (ii) the public display of your data, such as identification of your user-created content or displaying your scores, ranking, achievements, and other gameplay data on websites and other platforms; (iii) the sharing of your gameplay data with hardware manufacturers, platform hosts, and Licensor's marketing partners; and (iv) other uses and disclosures of your personal information or other information as specified in the above-referenced Privacy Policy, as amended from time to time. If you do not want your information used or shared in this manner, then you should not use the Software. For the purposes of all data privacy issues, including the collection, use, disclosure, and transfer of your personal information and other information, the Privacy Policy located at [www.take2games.com/privacy](http://www.take2games.com/privacy), as amended, from time to time, takes precedence over any other statement in this Agreement.

**WARRANTY**  
**LIMITED WARRANTY:** Licensor warrants to you (if you are the initial and original purchaser of the Software but not if you obtain the pre-recorded Software and accompanying documentation as to transfer from the original purchaser) that the original storage medium holding the Software is free from defects in material and workmanship under normal use and service for 90 days from the date of purchase. Licensor warrants to you that the Software is compatible with a personal computer meeting the minimum system requirements listed in the Software documentation or that it



has been certified by the gaming unit producer as compatible with the gaming unit for which it has been published. However, due to variations in hardware, software, internet connections, and individual usage, Licensor does not warrant the performance of the Software on your specific computer or gaming unit. Licensor does not warrant against interference with your enjoyment of the Software; that the Software will meet your requirements; that operation of the Software will be uninterrupted or error-free; or that the Software will be compatible with third-party software or hardware or that any errors in the Software will be corrected. No oral or written advice provided by Licensor or any authorized representative shall create a warranty. Because some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, some or all of the above exclusions and limitations may not apply to you. If for any reason you find a defect in the storage medium or Software during the warranty period, Licensor agrees to replace, free of charge, any Software discovered to be defective within the warranty period as long as the Software is currently being manufactured by Licensor. If the Software is no longer available, Licensor retains the right to substitute a similar piece of Software of equal or greater value. This warranty is limited to the storage medium and the Software as originally provided by Licensor and is not applicable to normal wear and tear. This warranty shall not be applicable and shall be void if the defect has arisen through abuse, mistreatment, or neglect. Any implied warranties prescribed by statute are expressly limited to the 90-day period described above. Except as set forth above, this warranty is in lieu of all other warranties, whether oral or written, express or implied, including any other warranty of merchantability, fitness for a particular purpose, or non-infringement, and no other representations or warranties of any kind shall be binding on Licensor. When returning the Software subject to the limited warranty above, please send the original Software only to Licensor address specified below and include: your name, and return address, a photocopy of your dated sales receipt, and a brief note describing the defect and the system on which you are running the Software.

**INDEMNITY**  
You agree to indemnify, defend, and hold Licensor, its partners, licensors, affiliates, contractors, officers, directors, employees, and agents harmless from all damages, losses, and expenses arising directly or indirectly from your acts and omissions to act in using the Software pursuant to the terms of the Agreement. • IN NO EVENT WILL LICENSOR BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE, OR

MALFUNCTION OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE, OR MALFUNCTION, AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, PROPERTY DAMAGE, OR LOST PROFITS OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY, OR OTHERWISE. • LICENSOR'S LIABILITY SHALL BE LIMITED TO THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL LICENSOR'S LIABILITY FOR ALL DAMAGES (EXCEPT AS REQUIRED BY APPLICABLE LAW) EXCEED THE ACTUAL PRICE PAID BY YOU FOR USE OF THE SOFTWARE. • IN NO EVENT SHALL LICENSOR'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS HEREUNDER BY YOU, REGARDLESS OF THE FORM OF ACTION, EVER EXCEED THE GREATER OF THE FEES PAID BY YOU TO LICENSOR FOR THE PRECEDING TWELVE (12) MONTH PERIOD FOR ANYTHING RELATING TO THE SOFTWARE OR US\$200, WHICHEVER IS GREATER. • BECAUSE SOME STATES/COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, DEATH, OR PERSONAL INJURY RESULTING FROM NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, THESE LIMITATIONS AND/OR EXCLUSIONS AND/OR LIMITATIONS ON LIMITATION OTHERWISE RESULTING FROM THE ABOVE INDEMNITY MAY NOT APPLY TO YOU. THIS WARRANTY SHALL NOT BE APPLICABLE SOLELY TO THE EXTENT THAT ANY SPECIFIC PROVISION OF THIS WARRANTY IS PROHIBITED BY ANY FEDERAL, STATE, OR LOCAL LAW, WHICH CANNOT BE PRE-EMPTED. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. • WE DO NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM OUR NETWORK AND OTHER PORTIONS OF THE INTERNET, WIRELESS NETWORKS, OR OTHER THIRD-PARTY NETWORKS. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF THE INTERNET AND WIRELESS SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES MAY IMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET, WIRELESS SERVICES, OR PORTIONS THEREOF. WE CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, WE DISCLAIM ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THIRD-PARTY ACTIONS OR INACTIONS THAT IMPAIR OR DISRUPT YOUR CONNECTIONS TO THE INTERNET, WIRELESS SERVICES, OR PORTIONS

THEREOF OR THE USE OF THE SOFTWARE AND RELATED SERVICES AND PRODUCTS.

**TERMINATION**  
This Agreement is effective until terminated by you or by the Licensor. This Agreement automatically terminates when Licensor ceases to operate the Software servers (for games exclusively operated online), if Licensor determines or believes your use of the Software involves or may involve fraud or money laundering or any other illicit activity, or upon your failure to comply with terms and conditions of this Agreement, including but not limited to, the License Conditions above. You may terminate this Agreement at any time by (i) requesting Licensor to terminate and delete your User Account that is used to access or use the Software using the method set forth in the Terms of Service or (ii) destroying and/or deleting any and all copies of all Software in your possession, custody, or control. Deleting the Software from your Game Platform will not delete the information associated with your User Account, including any VC and VG associated with your User Account. If you reinstall the Software using the same User Account, then you may still have access to your prior User Account information, including any VC and VG associated with your User Account. However except as otherwise prohibited by applicable law, if your User Account is deleted upon termination of this Agreement for any reason, all VC and/or VG associated with your User Account will also be deleted, and you will no longer be available for use of the Software and any VC or VG associated with your User Account. If this Agreement terminates due to your violation of this Agreement, Licensor may prohibit you from re-registering or re-accessing the Software. Upon any termination of this Agreement, you must destroy or return the physical copy of Software to Licensor, as well as permanently destroy all copies of the Software, accompanying documentation, associated materials, and all of its component parts in your possession or control, including from any client server, computer, gaming unit, or mobile device on which it has been installed. Upon termination of this Agreement, your rights to use the Software, including any VC or VG associated with your User Account, will terminate immediately, and you must cease all use of the Software. The termination of this Agreement will not affect our rights or your obligations arising under this Agreement.

**U.S. GOVERNMENT RESTRICTED RIGHTS.** The Software and documentation have been developed entirely at private expense and are provided as "Commercial Computer Software" or "restricted computer software." Use, duplication, or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in subparagraph (c)(1)(i) of the Rights in Technical Data and Computer Software clauses in DFARS

252.227-7013 or as set forth in subparagraph (c) (1) and (2) of the Commercial Computer Software Restricted Rights clauses at FAR 52.227-19, as applicable. The Contractor/Manufacturer is Licensor at the location listed below.

**EQUITABLE REMEDIES.** You hereby agree that if the terms of this Agreement are not specifically enforced, Licensor will be irreparably damaged, and therefore you agree that Licensor shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to any of this Agreement, including temporary and permanent injunctive relief, in addition to any other available remedies.

**TAXES AND EXPENSES.** You shall be responsible for and shall pay and shall indemnify and hold harmless Licensor and any and all of its affiliates, officers, directors, and employees against all taxes, duties, and levies of any kind imposed by any governmental entity with respect to the transactions contemplated under the this Agreement, including interest and penalties thereon (exclusive of taxes on Licensor's net income), irrespective of whether included in any invoice sent to you at any time by Licensor. You shall provide copies of any and all exemption certificates to Licensor if you are entitled to any exemption. All expenses and costs incurred by you

in connection with your activities hereunder, if any, are your sole responsibility. You are not entitled to reimbursement from Licensor for any expenses, and will hold Licensor harmless therefrom.

**TERMS OF SERVICE.** All access to and use of the Software is subject to this Agreement, the applicable Software documentation, Licensor's Terms of Service, and Licensor's Privacy Policy, and all terms and conditions of the Terms of Service are hereby incorporated into this Agreement by this reference. These agreements represent the complete agreement between you and Licensor relating to use of the Software and related services and products and supersede and replace any prior agreements between you and Licensor, whether written or oral. To the extent there is a conflict between this Agreement and the Terms of Service, this Agreement shall control.

**MISCELLANEOUS.** If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement shall not be affected.

**GOVERNING LAW.** This Agreement shall be governed by the law of the State of New York, as such law is applied to agreements

between New York residents entered into and to be performed within New York, except as governed by federal law. Unless expressly waived by Licensor in writing for the particular instance or contrary to local law, the sole and exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Licensor's principal corporate place of business (New York County, New York, U.S.A.). You and Licensor consent to the jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by New York state or federal law. You and Licensor agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to this Agreement or to any dispute or transaction arising out of this Agreement.

**IF YOU HAVE ANY QUESTIONS CONCERNING THIS AGREEMENT, YOU MAY CONTACT US IN WRITING AT: TAKE-TWO INTERACTIVE SOFTWARE, INC., 622 BROADWAY, NEW YORK, NY 10012.**

**ALL OTHER TERMS AND CONDITIONS OF THE EULA APPLY TO YOUR USE OF THE SOFTWARE.**

©2016 Necromonger, LLC. Gearbox, Battleborn, and the Gearbox Software logos are registered trademarks, and the Battleborn logos are trademarks, all used courtesy of Gearbox Software, LLC. All rights reserved. Published and distributed by 2K, the 2K logo, and Take-Two Interactive are trademarks of Take-Two Interactive Software, Inc. in the U.S. and other countries and are used here under license. Unreal® is a registered trademark of Epic Games, Inc. Unreal® Engine, copyright 1998-2015, Epic Games, Inc. All rights reserved. Uses Bink Video. Copyright ©1997-2015 by RAD Game Tools, Inc. This software product includes Autodesk® Scaleform® software ©2015 Autodesk, Inc. All rights reserved. Autodesk Scaleform is a registered trademark of Autodesk, Inc., and/or its subsidiaries and/or affiliates in the USA and/or other countries. ©2015 NVIDIA Corporation. NVIDIA, the NVIDIA logo, GeForce, PhysX and The Way It's Meant To Be Played are trademarks and/or registered trademarks of NVIDIA Corporation. Uses Simpligyan™, Copyright ©2015 Donya™ Labs AB. All other marks are property of their respective owners. All rights reserved.