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If you are prohibited by law from entering into the indemnification obligation above, then you assume, to the extent permitted by law, all liability for all claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees, costs and expert witnesses' fees) that are the stated subject matter of the indemnification obligation above.

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“Subscription” means Epic’s provision of access, under the License, to future Versions of the Engine Code and Assets that Epic makes available to the public.

“Third Party Software” means third party software components included in the Engine Code.

“UE-Only Assets” means Assets that are designated in the Marketplace as usable only in conjunction with the Engine Code.

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

“Unreal Tournament Content” means any code, artwork, or other content asset from, directly or indirectly, the GitHub UnrealEngine Network folder located at /UnrealTournament/Source or /UnrealTournament/Content/RestrictedAssets.

“Unreal Tournament Project” means the development project, established on May 8, 2014 and curated by Epic through the GitHub UnrealEngine Network, for the development of a new Unreal Tournament video game.

“Unreal Tournament Contribution” means any Contribution that utilizes, incorporates or is based on any Unreal Tournament Content (including as modified by you under the Unreal Tournament License).

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

“Version” means any updated or upgraded version of the Engine Code or an Asset that Epic chooses to make available to the public.

“You,” “your” or “yourself”, whether or not capitalized in this Agreement, means you as an individual or the legal entity exercising rights under this Agreement through you. For legal entities, “you,” “your” and “yourself” include any entity that controls, is controlled by, or is under common control with you, where “control” means the power, direct or indirect, to cause the direction or management of the entity in question, whether by contract or otherwise, or ownership of 50% or more of the outstanding shares or beneficial ownership of the entity in question.

26. Miscellaneous

This Agreement and any document or information referred to in this Agreement constitute the entire agreement between you and Epic relating to the subject matter covered by this Agreement. All other communications, proposals, and representations with respect to the subject matter covered by this Agreement are excluded. However, for clarity, any agreements previously signed by you and Epic regarding the Engine Code or Assets are not modified or otherwise affected by this Agreement, and they will continue in effect in accordance with their terms.

The original of this Agreement is in English; any translations are provided for reference purposes only. You waive any right you may have under the law of your country to have this Agreement written or construed in the language of any other country.

This Agreement describes certain legal rights. You may have other rights under the laws of your jurisdiction. This Agreement does not change your rights under the laws of your jurisdiction if the laws of your jurisdiction do not permit it to do so. Limitations and exclusions of warranties and remedies in this Agreement may not apply to you because your jurisdiction may not allow them in your particular circumstance. In the event that certain provisions of this Agreement are

not enforceable in your jurisdiction, those provisions shall be enforceable to the furthest extent possible under applicable law.

Any act by Epic to exercise, or failure or delay in exercise of, any of its rights under this Agreement, at law or in equity will not be deemed a waiver of those or any other rights or remedies available in contract, at law or in equity.

Unless otherwise stated in this Agreement, if any term of this Agreement is held by a court or tribunal of competent jurisdiction to be unenforceable, the term will be enforced to the maximum extent permissible and the remaining terms of this Agreement will remain in full force and effect. You agree that this Agreement does not confer any rights or remedies on any person other than the parties to this Agreement, except as expressly stated.

Epic's obligations are subject to existing laws and legal process, and Epic may comply with law enforcement or regulatory requests or requirements despite any contrary term in this Agreement.