

DYING LIGHT 2 STAY HUMAN GAME MODIFICATIONS POLICY

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Techland S.A. with its seat in Wrocław, address: ul. Jana Szczyrki 11, 54-426 Wrocław, Poland (“Techland”, “we”) encourages fan creativity, and, in particular, wants fans creators to show their passion for Dying Light 2 Stay Human (the “Game”) by developing modifications to the Game, expanding the Game features and developing the Game community.

To ensure the integrity of our intellectual property, prevent certain illegal or toxic behavior in the Game community and maintain healthy gaming environment, we have developed this Dying Light 2 Stay Human Game Modifications Policy (the “Policy”) that stipulates the rules for modifications to the Game (“Mods”).

1. **Scope of this Policy.** This Policy includes and incorporates by reference the following documents:
 - a. the Game End User License Agreement (<https://techland.net/upload/EULA-DL2.pdf>),
 - b. Techland Terms of Service (<https://techland.net/docs/terms-of-service>) and
 - c. Privacy Policy (<https://techland.net/docs/privacy-policy>).

This Policy complements the documents mentioned above. In case of any discrepancy between this Policy and provisions of the Game End User License Agreement and the Techland Terms of Service with respect to the subject of this Policy, provisions of this Policy shall prevail.

2. **No license implied.** You are granted a personal, limited, revocable, non-exclusive and non-assignable license to create Mods, provided that such Mods are within the scope and on the terms of the Game End User License Agreement and this Policy. Except as expressly granted under the Game End User License Agreement and this Policy, Techland does not grant you any right, license, or covenant not to sue with respect to any Techland intellectual property rights. There are no implied licenses granted under the Game End User License Agreement and this Policy.
3. **Prohibited content and Indemnity.** Your Mods must not contain anything that is unlawful, tortious, fraudulent, deceptive, obscene, sexually explicit, defamatory, violent, threatening, harassing, abusive, falsely representative, or invasive of someone else’s privacy. Your Mods must not include any content that infringes any third party intellectual property rights or otherwise violates third-party rights. You must not incorporate any gambling mechanics, NFTs or any crypto features, software viruses, or third-party brand integrations in your Mods. You should not mark your Mods as "official" or in any way authorized or endorsed by Techland. (The foregoing hereinafter is referred to as “Prohibited Content”). You agree to indemnify, defend and hold Techland and its parent companies, affiliates, licensees, contractors, officers, directors, employees and agents

harmless from any damages, losses, cost and expenses (including attorneys' fees) arising directly or indirectly from any acts and omissions associated with the use of any Mod which you create, publish or otherwise use, including but not limited to any allegation that the Mod violates the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party, or any other violation by you of the terms of this Policy.

4. **No commercial use.** Mods shall not be exploited for any commercial purposes, including, but not limited to: incorporating in-game currency, making in-game items available for sale outside of the Game, incorporating NFTs or other crypto features; any commercial advertisement or solicitation, and integrating or promoting any third-party products or brands. For the avoidance of doubt, nothing herein shall be construed as restriction of the license grant to Techland under Section 6 of this Policy and Techland's use of Mods.
5. **Distribution of Mods.** You may publish or otherwise distribute Mods only through platforms or any other way that has been approved by Techland and as long as Mods are not commercially exploited, included in other games and/or products and are otherwise in compliance with this Policy. At the present time, Techland's officially supported platform is Mod.io (<https://mod.io/>). Some platforms, like Mod.io, may have their own terms of use to which you may be required to consent to use the service (e.g., Mod.io terms of use available at <https://mod.io/terms>).
6. **License to Techland.** We do not claim ownership in your original content embodied in Mods that have been created by you. However, by creating and distributing Mods, and/or by using any tools or software provided by Techland in connection with your Mods, you hereby, as of the moment of creation of the Mods, grant Techland a perpetual, irrevocable, worldwide, fully paid up, non-exclusive, sub-licensable, right and license to exploit your Mods and all elements thereof on all fields of use known as of the moment of granting the license, in any and all media, formats and forms, known now or hereafter devised for commercial purposes or otherwise. Techland will in particular have the unlimited right to copy, reproduce, fix, modify, adapt, translate, prepare derivative works, publish, distribute, sell, license, sublicense, transfer, publicly display, publicly perform, provide access to, and broadcast Mods as well as all modified and derivative works thereof. Techland will have the right to authorize the exercise of derivative copyrights to the Mods and to exercise such rights. You hereby confirm that you are not entitled to receive, and hereby waive any right to, any compensation or other remuneration in connection with your Mods, including if and to the extent that Techland chooses to exercise its rights granted under this section. You hereby commit yourself not to exercise your moral rights to the Mods against Techland and in a manner that could violate or threaten the interests of Techland. If, due to any reasons, under any provisions of applicable law, the license described in this section cannot be granted perpetually and irrevocably, after the initial period of 5 years you may terminate it with 10 years notice period, while the rest of the terms described in this section remain unchanged.
7. **Trademarks and merchandise.** You hereby agree not to claim trademark protection in, or register for protection anywhere in the world, any titles, trademarks, character names, or other names and phrases associated with or included in the Game, including but not limited to the phrase DYING LIGHT, DYING LIGHT 2 STAY HUMAN, or any

characters, locations, titles, logos, or in-game lore. You should not produce, distribute or make available merchandise incorporating Techland's intellectual property, including but not limited to any in-game assets, characters, locations, titles, or logos.

8. **Enforcement.** Techland reserves the right to take legal action against you for any misuse or unauthorized use or exploitation of Techland's intellectual property. Without limiting our rights we reserve the right, in our sole and absolute discretion, to remove or disable Mods from any online platform, and to demand you to cease development and distribution of a Mod that we believe infringes Techland's intellectual property rights, this Policy or other applicable policies.
9. **Your use of third-party Mods.** All use of Mods are at your own risk. Please note that Techland does not sponsor or support any Mods. Any links or references to Mods published by third-parties are provided for your information only. Techland is not responsible for any damage to your property, computer crashes or loss of progression or other data as a result of your use of Mods. Techland does not provide any quality checks, maintenance, technical, or other support or review for Mods. Mods are made available by third-parties and Techland has no control over the content of such Mods. You acknowledge and agree that your use of Mods is at your own discretion and risk and that you will be solely responsible for any obligations, damages or losses which arise from your registration, access and use of Mods, including, without limitation, any damage to any equipment, software, information, or data.
10. **DMCA Notice and Procedure.** Please note that all Mods are hosted by Mod.io. Mod.io is a third party and is not affiliated with Techland. If you believe that your copyright has been infringed by a Mod, we advise you to submit any Notice of Claimed Infringement to Mod.io, using the form provided at <https://mod.io/report>.

Techland will respond to allegations of copyright violations in accordance with the Digital Millennium Copyright Act (DMCA).

In your Notice of Claimed Infringement ("Notice"), you must:

- a. Identify the copyrighted work that you claim has been infringed, or - if multiple copyrighted works are covered by your Notice - you may provide a representative list of the copyrighted works that you claim have been infringed.
- b. Identify the material or link you claim is infringing (or the subject of infringing activity) and to which access is to be disabled, including at a minimum, if applicable, the URL of the link shown on the site or the exact location where such material may be found.
- c. Provide your company affiliation (if applicable), mailing address, telephone number, and email address.
- d. Include both of the following statements in the body of the Notice:

- i. "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."
 - ii. "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of, the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."
- e. Provide your full legal name and your electronic or physical signature.

When a valid Notice of Claimed Infringement is received, we will review the Notice, forward the Notice to Mod.io, and, if possible and when justified, remove any links to the Mod from Techland-hosted web pages.

11. **LIMITATION OF LIABILITY.** ALL MODS ARE MADE AVAILABLE ON AN "AS IS" BASIS. ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. YOU ACKNOWLEDGE AND AGREE THAT YOUR EXCLUSIVE REMEDY FOR ANY DISPUTE WITH TECHLAND CONCERNING THE USE OF ANY THIRD PARTY MOD IS TO STOP USING THE MOD. IN NO EVENT SHALL TECHLAND AND ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF YOUR USE OF ANY THIRD PARTY MODS. THE LIABILITY OF TECHLAND AND ITS LICENSORS SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

12. **Alterations to the Policy.** From time to time, we may amend, modify or replace this Policy, for example if this is necessary due to legal reasons or in order to reflect the changes in the Game. If we make a material change to this Policy, we will make reasonable efforts to notify you via email or the other means of communication indicated by you. The latest version of the Policy will always be available on https://techland.net/upload/Techland_Modpolicy.pdf . Any new version of the Policy shall take effect 14 days after the date of posting on https://techland.net/upload/Techland_Modpolicy.pdf . If you do not agree to the updated Policy, you may stop using and creating Mods at any time, and any further activities in this regard will be considered acceptance of the updated Policy.