

### ENGLISH - BEFORE USING THIS PRODUCT, PLEASE VISIT THE SETTINGS MENU ON YOUR PLAYSTATION®4 SYSTEM FOR IMPORTANT HEALTH AND SAFETY INFORMATION

PRECAUTIONS - This game disc contains software for the PlayStation®4 system (PS4™) and conforms to PS4™ specifications for the PAL market only. Carefully read the Safety Guide for the PS4™ to ensure correct usage and storage of this game disc.

HEALTH WARNING - Always play in a well lit environment. Take regular breaks, 15 minutes every hour. Discontinue playing if you experience dizziness, nausea, fatigue or have a headache. Some individuals are sensitive to flashing or flickering lights or geometric shapes and patterns, may have an undetected epileptic condition and may experience epileptic seizures when watching television or playing videogames. Consult your doctor before playing videogames if you have an epileptic condition and immediately should you experience any of the following symptoms whilst playing: altered vision, muscle twitching, other involuntary movement, loss of awareness, confusion and/or convulsions.

3D HEALTH WARNING - Some people may experience discomfort (such as eye strain, eye fatigue or nausea) while watching 3D video images or playing stereoscopic 3D games on 3D televisions. If you experience such discomfort you should immediately discontinue use of your television until the discomfort subsides. Generally we recommend that you avoid prolonged use of your PS4<sup>™</sup> system and take 15 minute breaks during each hour of play. However, when playing stereoscopic 3D games or watching 3D video, the length and frequency of necessary breaks may vary from person to person please take breaks that are long enough to allow any feelings of discomfort to subside. If symptoms persist, consult your doctor. The vision of your gchildren (especially those under six years old) is still under development. We recommend that you consult with your child's doctor or optometrist before allowing young children to watch 3D video images or play stereoscopic 3D games. Adults should supervise young children to ensure they follow the recommendations listed above.

VR HEALTH WARNING - Some people may experience motion sickness, nausea, disorientation, blurred vision or other discomfort while viewing virtual reality content. If any of these symptoms are experienced, stop using immediately and remove the VR headset.

PIRACY - The use of PS4<sup>™</sup> and PS4<sup>™</sup> game discs is governed by software licence. The PS4<sup>™</sup> and the PS4<sup>™</sup> game discs contain technical protection mechanisms designed to prevent the unauthorised reproduction of the copyright works present on the PS4<sup>™</sup> game discs. The unauthorised use of registered trademarks or the unauthorised reproduction of copyright works by circumventing these mechanisms or otherwise is prohibited by law. If you have any information about pirate product or methods used to circumvent our technical protection measures please email **anti-piracy@eu.playstation.com** or call your local Customer Service number.

**SET PARENTAL CONTROLS** - The rating on the front of box indicates the age for which this game disc is appropriate. Set the parental control on your device to prevent play by children who are below that age. For information on age ratings and how to set the parental controls, see the Quick Start Guide included with your PS4<sup>m</sup> or visit **playstation.com/parents** 

HELP & SUPPORT - Please visit eu.playstation.com or refer to the telephone number below:

United Kingdom 🕿 0203 538 2665 Call charges vary depending on your landline / mobile provider. Please check with your provider before calling.

Ireland **7** 01 691 7379 Call charges vary depending on your landline / mobile provider. Please check with your provider before calling.

# TABLE OF CONTENTS

- **4 CONTROLLER LAYOUT**
- **5 PRODUCT SUPPORT**
- **5 CONTROLS**
- **5 BASIC OFFENSE**
- **5 BASIC DEFENSE**
- 6 ADVANCED OFFENSE
- **6 ADVANCED DEFENSE**
- 7 PRO STICK™
- 7 PRO STICK<sup>™</sup>: SHOOTING
- 8 PRO STICK™: DRIBBLING
- 9 POST SHOTS
- 9 POST MOVES
- 10 DEFENSIVE CONTROLS
- 12 NBA 2K18 GAME CREDITS
- 19 LIMITED SOFTWARE WARRANTY AND LICENSE AGREEMENT



# **Default controls:**

4

① Move Player	left stick
② Sprint	R2 button
③ Icon Pass or Icon Swap	R1 button
④ Post-Up / Dribble Moves or Intense D	L2 button
⑤ Overhead Pass / Alley-Oop / Lead to Basket or Block / Rebound	riangle button
(6) Dribble Moves / Shooting / Passing or Hands Up /Take Charge	right stick
⑦ N/A	R3 button
(8) Bounce / Flashy Pass or Take Charge	$\bigcirc$ button
Pass / Skip Pass or Player Swap (closest to ball)	imes button
1 Call Play / Pick Controls or Double Team	L1 button
① Call Timeout or Intentional Foul	touch pad button
1 Pause	OPTIONS button



## Product Support: http://support.2k.com

Please note that NBA 2K18 online features are scheduled to be available until December 31, 2019 though we reserve the right to modify or discontinue online features on 30-days' notice. Visit **www.nba2k.com/status** for more information.

# CONTROLS DUALSHOCK®4 WIRELESS CONTROLLER

Basic Offense	Control	Basic Defense
Move Player	Left Stick	Move Player
PRO STICK™: Dribble Moves / Shooting / Passing	Right Stick	Hands Up / Take Charge
Post-Up / Dribble Moves	L2	Intense-D
Sprint	R 2	Sprint
Call Play / Pick Controls	L1	Defensive Adjustments/Double Team
Icon Pass	R1	Icon Swap
Pass (tap) / Skip Pass (press and hold)	8	Player Swap (closest to ball)
Bounce Pass (tap), Flashy Pass (double tap), Receiver Control (press and hold)	٥	Take Charge
Shoot (press) Pump Fake / Hop (tap) Spin Gather (double tap)	۰	Steal (press) Intentional Foul (hold)
Overhead Pass (tap), Alley-Oop (double tap), Lead to Basket (press and hold)	۵	Block / Rebound
Gameplay HUD	t	Gameplay HUD
Offensive Game Plan	→	Defensive Game Plan
OTFC Offense Strategy	+	OTFC Defensive Sets
OTFC Substitutions	ŧ	OTFC Substitutions

## ADVANCED OFFENSE

Action	Input	
Positional Playcall	Tap L1, tap desired teammate's player icon, choose play from menu	
Overhead / Pass	Тар 🙆	
Flashy Pass	Double-tap 🕥	
Alley-Oop	Double-tap 🚳	
Receiver Control	Press and hold $m{\Theta}$ , then use Left Stick to move the selected receiver, release $m{\Theta}$ to pass the ball.	
Lead to Basket Pass	Press and hold (2) to force the selected teammate to make a basket cut, wait for him to get in range or release (2) to force the pass early	
Fake Pass	໖ + ⊚	
Jump Pass	▣ + ⊗	
Give & Go	Press and hold $\otimes$ to retain control of passer, release $\otimes$ to pass the ball back to him	
Putback Dunk/Layup Finish Alley-Oop (when controlling receiver)	Hold 🖲	
PRO STICK™ Pass	R1 + Right Stick	

## ADVANCED DEFENSE

Action	Input
Move	Left Stick
Fast Shuffle	R2 + L2 + Left Stick
Steal	Тар 🖲
Block	۵
Rebound	🙆 (ball in air)
Take Charge	•
Flop	Double-tap 💿
Ball Denial	Hold L2 when near opponent

Intense Defense	Hold L2
Crowd Dribbler	Hold L2 and move Left Stick toward the dribbler.
Hands Up	Hold Right Stick
Deny Hands Out	Hold Right Stick (while playing offball defense)
Double Team	Press and hold 11
Icon Double Team	Tap L1 then press and hold desired double teamer's player icon

# **PRO STICK™**

The PRO STICK<sup>™</sup> gives you more control over your offensive arsenal than ever before.

## PRO STICK™: SHOOTING

Action	Input
Jump Shot	Move and hold Right Stick (toward hoop for bank shot)
Pump Fake	Start a jump shot, then quickly release Right Stick
Runner / Floater (driving mid-range)	Hold Right Stick away from hoop
Hop Gather	Tap  while standing or driving (Left Stick determines direction of hop)
Spin Gather	R2 + Double tap  while standing or driving
Normal Layup (driving to hoop)	Hold Right Stick left, right, or toward hoop while driving (Right Stick direction determines finish hand)
Euro Step Layup (driving to hoop)	Double tap 📵 while holding Left Stick toward off hand
Cradle Layup (driving to hoop)	Double tap 🖲 while holding Left Stick toward ball hand.
Reverse Layup (driving along baseline)	Hold Right Stick toward baseline
2-Hand Dunks (driving to hoop)	R2 + Hold Right Stick toward hoop
Dominant/Off-Hand Dunk (driving to hoop)	R2 + Hold Right Stick left or right to dunk with that hand
Flashy Dunks (driving to hoop)	R2 + Hold Right Stick away from hoop
Mid-Air Change Shot	Start dunk/layup, Right Stick any direction while in air
Step Through	Pump fake, then hold Right Stick again before pump fake ends

PRO STICK™: DRIBBLING		
Action	Input	Context
Triple Threat Jab Step	Tap Right Stick Left/Right/Forward	Triple Threat
Triple Threat Spinout	Rotate Right Stick	Triple Threat
Triple Threat Stepback	<b>R2</b> + Tap Right Stick away from hoop	Triple Threat
Rhythm Dribble	Tap Right Stick toward hoop	Dribbling
Hesitation (quick)	Tap Right Stick toward ball hand	Dribbling
Hesitation (escape)	<b>R2</b> + Tap Right Stick toward ball hand	Dribbling
In and Out	<b>R2</b> + Move Right Stick toward hoop then quickly release	Dribbling
Crossover (front)	Tap Right Stick toward off hand	Dribbling
Crossover (between legs)	Tap Right Stick between off hand and player's back	Dribbling
Behind Back	Tap Right Stick away from hoop	Dribbling
Spin	Rotate Right Stick from ball hand around player's back, then quickly return to neutral	Dribbling
Half-Spin	Rotate Right Stick in a quarter-circle from ball hand to hoop, then quickly return to neutral	Dribbling
Stepback	<b>R2</b> + Tap Right Stick away from hoop	Dribbling

## POST SHOTS

Action	Input
Post Hook (close range)	Hold Right Stick toward hoop (with Left Stick neutral)
Shimmy Hook	R2 + Hold Right Stick toward from hoop (with left Stick neutral)
Post Fade (beyond close range)	Hold Right Stick left or right away from hoop
Step Through Layup	Hold Right Stick toward hoop (while holding Left Stick toward hoop)
Post Layup	Hold Right Stick toward hoop (while Left Stick is deflected)
Shimmy Fade	R2         + Hold Right Stick left or right away from hoop           (with Left Stick neutral)
Pump Fake	Start a shot listed above then move Right Stick to neutral
Up & Under / Step Through	Pump fake, then Right Stick again before pump fake ends

## POST MOVES (PRESS **E23** BUTTON TO POST UP)

Action	Input
Post Movement	Hold Left Stick
Quick Spin	Rotate Right Stick to outside shoulder
Hook Drive	Rotate Right Stick to inside shoulder
Fakes	Tap Right Stick in any direction but away from hoop
Switch Dribble Hand	Tap Right Stick away from hoop
Pickup Dribble	Tap Right Stick toward hoop
Post Hop	Hold Left Stick to the left or right away from hoop, then tap $lacksquare$
Post Stepback	Hold Left Stick away from hoop, then tap 🖲
Dropstep	Hold Left Stick to the left or right toward hoop, then tap 🖲

## **DEFENSIVE CONTROLS**

Action	Input	Context
Move	Left Stick	Any
Fast Shuffle	R2 + L2 + Left Stick	Any
Steal	Тар 🖲	Any
Block		Any
Rebound	🙆 (ball in air)	Any
Take Charge	0	Any
Flop	Double-tap 🔘	Onball Defense
Intense Defense	Hold L2	Onball Defense
Crowd Dribbler	Hold L2 and move Left Stick toward the dribbler.	Onball Defense
Hands Up	Hold Right Stick	Onball Defense
Deny Ball	Hold Right Stick	Offball Defense
Double Team	L1	Any

# **OFFBALL CONTROLS**

## OFFENSE

Action	Input
Stand Engage	L2
Moving Engage	L2 while moving towards defender
Push	Left Stick towards defender
Spin	Rotate Right Stick from ball hand, around the player's back, then quickly release.
Transition	Flick Right Stick towards ball carrier or basket
Deny Position Transition	Hit Right Stick up or down when the defensive player attempts to transition
Exit	Left Stick away from offensive player or let go of L2
Walk down	Left Stick + Right Stick towards defender

## DEFENSE

Action	Input
Stand Engage to Deny or Off ball post	
Push	Left Stick towards offensive player
Pull Chair	Flick Right Stick towards the direction the offensive player is pushing
Transition	Flick Right Stick up, down, left, right
Deny Position Transition	Hit Right Stick up or down when the defensive player attempts to transition
Exit	Left Stick away from offensive player
Bump	Hold L2 while impeding the path of the offensive player
Chuck	(While standing) 12 + Right Stick flick towards offensive player
Grab	(while defender is running) Left Stick + Right Stick towards the offensive player

# **NBA 2K18 GAME CREDITS**

## VISUAL CONCEPTS ENTERTAINMENT,

LEAD ENGINEER Andrew Marrinson

ART DIRECTOR Joel Friesch

#### ENGINEERING

#### AI ENGINEERS

Matt Hamre Shawn Lee Gordon Read Eddie Park Andrew Brown Ben Hester Karthik Krishnamurthy David Brown

ENGINEERS

Tim Meekins Johnnie Yang Mark Horsley Chris Larson Nick Jones Mark Roberts Nate Bamberger Evan Harsha Tim Schroeder Steven Fuller David Copelovici Matthias Wloka Harlan Young Paul Hale **Brad Jones** Barry LaVergne Kijin Keum Qiong Wang Anthony Lundquist Ian Citti Jeff Brizzolara Nathan DeGrand Scott Kohn Katherine Havton Kyung-Kun Ko Wen Chi Gu David Yu Eleftherios "Leftos" Aslanoglou Bihua "Bella" Oiu Yu Gu Arvind Gopalakrishnan Kefei Lei Ivan Gusev Heem Patel Doug Marien Jingjing Wang Kiran George Kai-Chaun Hsiao Igor Pevac Anish Ramaswamy Mark Chatfield Goksu Ugur Zongye Yang Li Lin

12

Daniel Finch John Friar Pujan Dave Tianyi Yang Jacob Longazo JD Minwong Sagar Mistry Sang-Won Kim Alex Cordova Dominic Nicholson Kevin Dec Evan Li John Conover Apurva Kumar Kemi Peng Chi-Hao Kuo

#### ENGINEER INTERNS

Kshitij Jain Emre Findik Samuel Flores Zhen Feng Alex Longazo

#### TECH GROUP

DIRECTOR OF TECHNOLOGY Tim Walter

LEAD LIBRARY ENGINEER Ivar Olsen

LIBRARY ENGINEERS Boris Kazanskii Zhe Peng Brian Ramagli

MAYA TOOLS SOFTWARE ENGINEER Andras Jambori

TOOLS ENGINEER Prajwal Manjunath

BUILD TOOLS ENGINEER Nick Contini

#### PRODUCTION

EXECUTIVE PRODUCER Jeff Thomas

SENIOR PRODUCERS Asif Chaudhri Erick Boenisch Felicia Steenhouse Ben Bishop Rob Jones Zach Timmerman

GAMEPLAY DIRECTOR Mike Wang

PRODUCTION & DESIGN Jerson Sapida Dion Peete Jay Iwahashi Jason Souza Dan Indra Joe Levesque

STAR STAR

Abe Navarro Jon Corl Eric Dillard Nino Samuel Dan Bickley Jesse Bean Dave Zdyrko Matt Underwood **Robert Nelson** Kurtis Hon Erik O'Keady Michael Stauffer Scott O'Gallagher **Charles Williams** Jesse Hamburger Pierre Luc-Grenon Ben Horne Himanshu Vartak Brett Hawkins Shane Coffin Peter Cornforth Grant Wilson

#### ART TEAM

CHARACTER LEAD Ann Sidenblad

CHARACTER ARTIST Evan Ahlheim Tim Auer Andy Foster Chris Darroca Winnie Hsieh Yuki Yamamura

ADDITIONAL CHARACTER ART Matt Fagan

3D SCANNING TECHNICIAN Chris O'Neill

TECHNICAL ART LEAD Stewart Graff

TECHNICAL ART Joe Hultgen Bugi Kaigwa Roger Ridley Emre Yilmaz Tenghao Wang

ADDITIONAL TECHNICAL ART Crysta Frost

ENVIRONMENT LEAD John Lee

ENVIRONMENT ARTIST Tim Doonan Tim Loucks Ray Wong Alfonso Villar

LIGHTING LEAD Joe Clark

LIGHTING ARTIST Randy Cooper ANIMATION DIRECTOR Roy Tse

LEAD GAMEPLAY ANIMATOR Elias "ELI" Figueroa

GAMEPLAY TECHNICAL LEAD Jamie Wicks

ANIMATOR Eric Perrier Wilster Phung

ADDITIONAL ANIMATION Robert Firestone Sam Yazaji

PERFORMANCE CAMERA Jonathan Lyons

ADDITIONAL PERFORMANCE CAMERA Justin Mettam

PERFORMANCE FACIAL LEAD Joel Flory

PERFORMANCE FACIAL ANIMATION Alex Bittner Jean Lin Rhea Shetty Tim Waddy

UI ART DIRECTOR Herman Fok

UI ART LEAD Justin Cook

UI VISUAL DESIGN Zhen Xiong Tan Anthony Yau

USER INTERFACE Albert Carmona Andrew Michael Chin Blake Landry David Lee Jared Rubio Delamora Jeffrey Davis Myra Shadle Quinn Kaneko Rob Simmons

USER INTERFACE SPECIAL THANKS Matt Chalwell Chris O'Neil

STUDIO ART DIRECTOR Matt Crysdale Anton Dawson

ART PRODUCER Karen Huang Stephanie Gene Morgan Corie Zhang

FACE CAPTURE Pixelgun Studio

SPECIAL THANKS 2K Mocap Matt Chalwell Lee Olsen Miquel Carrasquillo Scape Martinez Tony Reynolds Virtuos XPEC Art Center

#### VC AUDIO TEAM

AUDIO DIRECTOR Joel Simmons

SR. AUDIO ENGINEER & AUDIO TOOLS Daniel Gardopee

SR. AUDIO ENGINEERS Todd Gunnerson Randy Rivas

AUDIO ENGINEER James Yanisko

SCRIPT WRITERS Tor Unsworth Rhys Jones

ADDITIONAL AUDIO John Crysdale

AUDIO ASSISTANT Mason Thomas

ADDITIONAL AUDIO PRODUCTION SUPPORT Brian Buel

ADDITIONAL AUDIO POST Casey Cameron Paul Courselle

ADDITIONAL SCRIPT WRITING Kevin Asseo Sean Sullivan Dan Schultz

#### BROADCAST TEAM & VOICE TALENT

PLAY-BY-PLAY ANNOUNCER Kevin Harlan

COLOR ANALYSTS Greg Anthony Brent Barry Doris Burke Clark Kellogg Steve Smith Chris Webber

SPECIAL GUEST Kobe Bryant Kevin Garnett

SIDELINE REPORTER David Aldridge

STUDIO HOST Ernie Johnson

STUDIO ANALYST Shaquille O'Neal Kenny Smith

PA ANNOUNCER Peter Barto

and the second second

PROMO ANNOUNCER Jay Styne Jimmy Hodson

SPANISH ANNOUNCERS Sixto Miguel Serrano Antoni Daimiel Jorge Quiroga

#### 2KTV CAST

HOST & PRODUCER Rachel A. DeMita

LEAD CAMERA & EDITOR Alan Palmer

GAME EXPERT & PRODUCER Jonathan Smith

PRODUCER Jessica Teuscher

EXECUTIVE PRODUCER Joel Simmons

EDITOR & CAMERA Rodney Johnson David Park

EDITOR Mary Dorochowicz

EDITOR & CAMERA Rodney Johnson David Park

LEAD GRAPHICS Jolan Wood

AUDIO MIX James Yanisko Brian Buel

ADDITIONAL CAMERA Ian Levasseur

#### VC SOUTH

TECHNICAL DIRECTOR Steve Ranck

CREATIVE DIRECTOR Brian Silva

DIRECTOR OF PRODUCT DEVELOPMENT Chien Yu

ENGINEERS Mike Bowman Thang Nguyen David Msika Dave Wagner

#### MYCAREER CAST & CREW STARRING

MyPLAYER/DJ Shane Paul McGhie Shammy Wells Cameron Bedford B Fresh Sherry Cola Bryan Lee Scott Allen Perry Coach Draught Donathan Wälters Boo Boo Thompson Nelson Scott Hannah Shapiro Veronika West Charlle Skiddess Tom Gelo Aron Agrawal Eli Ezra Lil Juug Siddharth Dhananjay Derick Merrick/Erick Merrick Charles, Parker Newton Derick Merrick/Erick Merrick Charles, Parker Newton Byron Bowers Jules Thompson Brian Moses Marco Spinelli Jeremy Berrick Gotch

MIKE REP Meghan Lennox

JORDAN REP Ally Quinn

UNDER ARMOUR REP Aly Trasher

ADIDAS REP George Kareman

GLOBAL SHOE REP Paul Ghiringhelli

GATORADE REP (TED) Sam Cohan

MOUNTAIN DEW REP Ben Knoll

COMMERCIAL/BILLBOARD SHOOT DIRECTOR Matt Sampietro

ATM Sheldon Bailey

PROVING GROUND MC Mason Thomas Chris Ernst

PROVING GROUND REGISTRATION Kat Ann Nelson

NBA TEAM SCOUT Roy Werner

PROVING GROUND TEAMMATE Austin Simon

Rachel A. DeMita, as Herself Ronnie 2K, as Himself

TEAM TRAINER 1 Dennis Ruel

TEAM TRAINER 2 Ray Carbonel

14

ALLEY-OOPS TATTOO EMPLOYEE Danielle O'Dea

SWAG'S EMPLOYEE Melissa O'Keefe

NBA STORE EMPLOYEE Evan deRouin

FOOT LOCKER EMPLOYEE Joel Ferreira-Clifton

GATORADE FUEL BAR ATTENDANT Xander McNally

JBL HEADPHONE STORE ATTENDANT Jake Bohigian

DJ FAN BOY Christian Papierniak

REPORTERS Evan deRouin Alexandra Grant Christian Papierniak

#### **NBA STARS**

Jeel Embild, as Himself Devin Booker, as Himself Kart-Anthony Towns, as Himself D'Angelo Russell, as Himself Kyrie Irving, as Himself Kristaps Porzingis, as Himself Damian Lillard, as Himself Daul George, as Himself DeMar DeRozan, as Himself

#### PRODUCTION

DIRECTOR Christian Papierniak

PRODUCTION MANAGER Evan deRouin

WRITERS Jason Concepcion

WRITERS Jay Larson

WRITERS Jamal Olori

ADDITIONAL WRITING & EDITING Ben Bishop

the second second

ADDITIONAL WRITING Dan Indra

ADDITIONAL WRITING Christian Papierniak

CASTING DIRECTOR Dean Fronk

#### MyGM STORY

WRITER James Marceda STORY BY Erick Boenisch

DIRECTED BY Barry LaVergne

#### MOTION CAPTURE DEPARTMENT

SUPERVISOR David Washburn

STAGE MANAGER Anthony Tominia

SENIOR PRODUCTION MANAGER David Voci

RESEARCH AND DEVELOPMENT J. Mateo Baker

TECHNICAL MANAGER Nateon Ajello

PIPELINE ENGINEER Charles Harris III

ASSISTANT DIRECTOR Alexandra Grant

STAGE TECHNICIAN II Jennie Antonio Emma Castles Jeremy Schichtel

STAGE TECHNICIAN I Roy Matos

MOTION CAPTURE STAGE BUILDER Viqui Peralta

MOTION CAPTURE SPECIALIST II Ryan Girard Jose Gutierrez Gil Espanto

MOTION CAPTURE SPECIALIST I Jeremy Wages Michelle Hill

PRODUCTION ASSISTANTS Marilyn Escobar Erica Cunningham Kenneth Ellis

MOTION CAPTURE AUDIO ENGINEERS Anthony Garcia Daniel Morales Garrett Montgomery

MAKE-UP ARTISTS Danielle O'Dea Chrystal Linaja Emily Jones

CAMERA OPERATORS Alan Ricardez Mike Montoya Cody Flowers Garrett Saur Italo Robinson Stephanie Sanchez

#### ADDITIONAL AUDIO

ARENA ORGAN, BEATS Music, & Additional

IN-GAME MUSIC Casey Cameron STUDIO SHOW MUSIC Cody Mills

BEAT MACHINE MUSIC Gramoscope Music

NATIONAL ANTHEM VOCALIST Linda Lind

ADDITIONAL CAPTURE SUPPORT Christopher Jones

PLAYER CHATTER Derek Breakfield

#### PLAYER CHATTER

Michael Patterson Gleb Kaminer Marlon Cowart Devin Glischinski PJ King Christian Nielson-Buckholdt Dorian Lockett Eric Larsen Jacob Battersby Gordon Donell Dshone Johnson Jr.

#### **CROWD CHATTER**

Ben Anderson Scott Darone Marion Dreo William Gale Michael Howard Anaoshak Khavarian Kelsie Lahti Ashley Landry Adrianne Pugh Jonathan Smith Charles Williams Niko Ackerman Steven Baston Marcus Boddy Vincent Byrne Davis Philip Floyd Ben Hader Daryll Jones Khaleisheia Jones Jesse Langland Rolan Jed Negranza Hana Ohira Danielle Strickland Joshua Cervantes Reinard Coloma Christopher Nichols Jaymi Valdes Rebecca Friedman Daniel Stafford Megan Knapp

CAMERA OPERATORS Alan Ricardez Michael Montoya Stephanie Sanchez Connor Vickers Brian Bisby MYCAREER MUSIC & SCORE Linda Lind

BURNING" AND "ALL NIGHT LONG" Written and Produced by Linda Lind

#### 2K SPORTS THEME MUSIC

THE CONTEST AND NETWORK SPORTS TONIGHT Written, Engineered, and Produced by Bill Kole

THE COMEBACK, THE RIVALRY, AND THE BREAKDOWN Written by Joel Simmons Engineered and Produced by Bill Kole

2K THEMES Performed by CosmoSquad

ARENA ORGAN, BEATS, MUSIC, & ADDITIONAL IN-GAME MUSIC Casey Cameron

MYPARK LOADING MUSIC & STUDIO SHOW MUSIC Cody Mills

#### NATIONAL ANTHEM VOCALIST Linda Lind

ADDITIONAL CAPTURE SUPPORT Christopher Jones

#### SPECIAL THANKS

Tim Anderson Phil Johnson Fresno State Bulldog Marching Band Greg Ortiz Craig Rettmer Aggie Pack California Aggie Marching Band

#### PLAYER CHATTER

Dersk Breakfield Michael Patterson Gleb Kaminer Marton Cowart Devin Glischinski PJ King Christian Nielson-Buckholdt Dorian Lockett Eric Larsen Jacob Battersby Gordon Donell Dshone Johnson Jr. Sean Lasater Shane Mestion Matt Pymm Nick Powers Carney Lucas Michael Distad Will Dagnino Michael Turner Michael Distad Will Dagnino Michael Turner Michael Hundrin Ceell Hendrin Ceel Hendrin Sean Pacher Brian Shute Eric White

ALC: NOT THE REAL PROPERTY OF

#### **CROWD CHATTER**

Ben Anderson Scott Darone Marion Dreo William Gale Michael Howard Anaoshak Khavarian Kelsie Lahti Ashley Landry Wilster Phung Adrianne Pugh Jonathan Smith Charles Williams Niko Ackerman Steven Baston Marcus Boddy Vincent Byrne Davis Philip Floyd Ben Hader Daryll Jones Khaleisheia Jones Jesse Langland Rolan Jed Negranza Hana Ohira Danielle Strickland Joshua Cervantes Reinard Coloma Christopher Nichols Jaymi Valdes Rebecca Friedman Daniel Stafford Megan Knapp Leslie Peacock

## 21

PRESIDENT David Ismailer

SVP, SPORTS OPERATIONS Jason Argent

PRESIDENT, SPORTS DEVELOPMENT Greg Thomas

#### **2K CREATIVE DEVELOPMENT**

VP, CREATIVE DEVELOPMENT Josh Atkins

CREATIVE DIRECTOR Eric Simonich

SR. DIRECTOR OF CREATIVE PRODUCTION Jack Scalici

SR. MANAGER OF CREATIVE PRODUCTION Josh Orellana

CREATIVE PRODUCTION ASSISTANTS William Gale Cathy Neeley Megan Rohr

SR. MARKET RESEARCHER David Rees

USER TESTING MANAGER Francesca Reyes

USER RESEARCHER Jonathan Bonillas

#### **2K MARKETING TEAM**

VP OF MARKETING Alfie Brody

DIRECTOR OF MARKETING Mike Rhinehart

SR. BRAND MANAGERS Andrew Blumberg <u>Willia</u>m Inglis

VP OF COMMUNICATIONS, THE AMERICAS Rvan Jones

SR. COMMUNICATIONS MANAGER Ryan Peters

SR. DIRECTOR, MARKETING PRODUCTION Jackie Truong

PROJECT MANAGER Heidi Oas

MANAGER, MARKETING PRODUCTION Ham Nguyen

PRODUCTION DESIGNER Nelson Chao

SR. GRAPHIC DESIGNER Christopher Maas

GRAPHIC DESIGNER Chris Cratty

DIRECTOR, VIDEO PRODUCTION Kenny Crosbie

VIDEO EDITOR / MOTION GRAPHIC DESIGNERS Michael Regelean Eric Neff

VIDEO EDITOR Shane McDonald

ASSOCIATE VIDEO, PRODUCTION MANAGER Nick Pylvanainen

ART DIRECTOR, WEB Gabe Abarcar

WEB DIRECTOR Nate Schaumberg

SR. WEB DESIGNER Keith Echevarria

WEB DEVELOPER Gryphon Myers

WEB PRODUCER Tiffany Nelson

SR. CHANNEL MARKETING MANAGER Anna Nguyen

CHANNEL MARKETING MANAGER Marc McCurdy PARTNER MARKETING SPECIALIST Kelsie Lahti

DIRECTOR, DIGITAL MARKETING Ronnie Singh

SOCIAL MEDIA MANAGER Chris Manning

ASSOCIATE MANAGER Michael Howard

MARKETING ASSISTANT Jessica Perez

SR. DIRECTOR, PARTNERSHIPS & LICENSING Jessica Hopp

MANAGER, PARTNERSHIPS & LICENSING Greg Brownstein

ASSOCIATE MANAGER, PARTNERSHIPS & LICENSING Ashley Landry

ASSOCIATE MANAGER, PARTNERSHIPS Aaron Hiscox

SR. DIRECTOR, TRADESHOWS & EVENTS Leslie Zinn Abarcar

EVENTS MANAGER David Iskra

DIRECTOR, CUSTOMER SERVICE Ima Somers

CUSTOMER SERVICE MANAGER David Eggers

KNOWLEDGE BASE COORDINATOR Mike Thompson

CUSTOMER SERVICE LEAD Crystal Pittman

SENIOR CUSTOMER SERVICE ASSOCIATES Alicia Nielsen Ryosuke Kurosawa

#### **2K OPERATIONS**

SVP, SR. COUNSEL Peter Welch

COUNSEL Justyn Sanderford Aaron Epstein

VP, PUBLISHING OPERATIONS Steve Lux

the state of the s

DIRECTOR OF ANALYTICS Mehmet Turan

SR. DATA ANALYST Adam Dobrin

SR. ANALYST Tuomo Nikulainen DIRECTOR OF OPERATIONS Dorian Rehfield

LICENSING/OPERATIONS SPECIALIST Xenia Mul

#### **2K IT**

SR. DIRECTOR, 2K IT Rob Roudebush

TECHNICAL DIRECTOR Russell Mains

SR. IT MANAGER Bob Jones

SR. ENGINEERING MANAGER Jon Heysek

SR. NOC MANAGER Vaclav Dolezal

SR. IT MANAGER Lee Ryan

ONLINE MANAGER Scott Darone

NETWORK ENGINEER Don Claybrook

SYSTEMS ENGINEERS Joseph Davila Manish Patel Petr Fiala Peter Pribylinec Radek Trojan

SYSTEMS ADMINISTRATORS Fernando Ramirez Tareq Abbassi Scott Alexander Davis Krieghoff Joseph Thompson

IT SUPPORT SPECIALIST Christopher Smith

IT ANALYST Michael Caccia

#### **2K INTERNATIONAL**

VP, PUBLISHING & OPERATIONS Murray Pannell

DIRECTOR, INTERNATIONAL MARKETING AND COMMUNICATIONS Jon Rooke

HEAD OF INTERNATIONAL PRODUCT MARKETING David Halse

SENIOR INTERNATIONAL BRAND MANAGER Aurélien PalleGamage

INTERNATIONAL JUNIOR BRAND MANAGER James Dodd HEAD OF INTERNATIONAL COMMUNICATIONS Wouter van Vugt

INTERNATIONAL COMMUNICATIONS MANAGER Amy White

INTERNATIONAL COMMUNITY SOCIAL MANAGER Roy Boateng

SPECIAL THANKS Dan Warren

#### 2K INTERNATIONAL PRODUCT DEVELOPMENT

INTERNATIONAL PRODUCER Mark Ward

#### 2K INTERNATIONAL CREATIVE SERVICES

DIRECTOR OF CREATIVE SERVICES & LOCALIZATION Nathalie Mathews

LEAD PROJECT MANAGER Emma Lepeut

SR. DESIGN MANAGER Tom Baker

GRAPHIC DESIGNER James Quinlan

EXTERNAL LOCALIZATION TEAMS Around the Word Robert Böck Synthesis Iberia Synthesis International srl

#### 2K INTERNATIONAL TERRITORY MARKETING AND COMMUNICATIONS

Aaron Cooper Agnès Rosique Alison Gram Alan Moore Ben Seccombe Carlo Volz Carlos Villasante Caroline Rajcom Dave Blank Dennis de Bruin Gemma Woolnough Jan Sturm Jean-Paul Hardy John Ballantyne Julien Brossat Maria Martinez Roger Langford Sandra Mauri Sandra Melero Sean Phillips Simon Turner Stefan Eder Warner Guinée Yoona Kim Zaida Gómez

TAKE-TWO INTERNATIONAL OPERATIONS Anthony Dodd Phil Anderton Nisha Verma Denisa Polcerova Robert Willis

#### 2K ASIA

GENERAL MANAGER, ASIA Jason Wong

MARKETING DIRECTOR, ASIA Diana Tan

MARKETING MANAGER, ASIA Daniel Tan

JAPAN MARKETING MANAGERS Maho Sawashima

CHINA MARKETING MANAGER Calvin Shen

KOREA MARKETING MANAGER Dina Chung

SR. PRODUCT EXECUTIVE Rohan Ishwarlal Alicia Ng

JAPAN MARKETING ASSISTANT Yukiko Hanzawa

SR. LOCALIZATION MANAGER Yosuke Yano

LOCALIZATION COORDINATORS Pierre Guijarro Mao Iwai

## TAKE-TWO ASIA

OPERATIONS Eileen Chong Veronica Khuan Chermine Tan Takako Davis Ryoko Hayashi

BUSINESS DEVELOPMENT Erik Ford Syn Chua Paul Adachi Fumiko Okura Hidekatsu Tani Aiki Kihara Ken Tilakaratna Anna Choi Cynthia Lee Hyun Jookyoung

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

SR. VICE PRESIDENT OF QUALITY ASSURANCE Alex Plachowski

QUALITY ASSURANCE DIRECTOR Scott Sanford

Contract of States

QUALITY ASSURANCE TEST MANAGER Jeremy Ford

QUALITY ASSURANCE TEST MANAGER - SUPPORT TEAMS Josh Lagerson

PROJECT LEAD Luis Nieves

LEAD TESTERS - SUPPORT TEAMS Chris Adams Nathan Bell Ashley Carey Phylicia Fletcher Timothy Erbil

ASSOCIATE LEAD TESTERS

Alexander Coffin Joshua Collins Jeffrey Schrader Ana Garza Michelle Paredes Jordan Wineinger Steve Yun

SENIOR TESTERS Philip Lui Thomas Sammons Tim Parham Rob Marrazzo Johnathon Lak Anthony Wair Adam Junior Cory Waterman Joshua Brown-Sage Jemel Jordan-Butler Shaylea Gallagher Cassandra Del Hoyo Bar Peretz Greg Jefferson Kristine Naces Andrew Garrett Bryan Fritz Hugo Dominguez Robert Klempner Brian Reiss

#### QUALITY ASSURANCE TESTERS

Eduardo Bancud Deion Cyriacks Taylor Galauska Austin Anderson Bobby Cofield Max Ehrlich Jessica Mitchell Scott Luedtke Charles Maidman Edward Niecikowski **Richard Pugh** Jeff Mott Darwin Layco **Dolores Reynolds** Kyle Bellas Charlene Artuz Jasun Graf Bryce Fernandez Douglas Reilly Julian Molina David Dalie Charles Golangco Josh Hull Alexandro Calderon Zachary Little

Sommer Sherfey Jace McEwen Daniel Walsh Arthur Garza-Trevino **Derek Hayes** Dejon Cage Isaiah Cardenas Andre Cruz Nicolas Demoranville Cameron Ess-Haghabadi Michaela Galindo Michaela Galindo Brianna Hughes Maranatha Malonzo Maximiliano Martinez Drew Morris Nicholas Beauparlant In Sin (Tiffany) Cheong Descincil Clark Reginald Clark Zachary Conover Michelle Foley Sierra Roberts Adam Schaefer Wenceslao Concina

SPECIAL THANKS Leslie Cullum Alex Belk Louis Napolitano Joe Bettis David Barksdale Rachel McGrew Chris Jones Juan Corral Cam Steed Travis Allen Candice Javellonar Jeremy Richards

#### **2K INTERNATIONAL** OUALITY ASSURANCE

LOCALIZATION OA MANAGER José Miñana

MASTERING ENGINEER Wavne Bovce

MASTERING TECHNICIAN Alan Vincent

LOCALIZATION **DA SENIOR I FAD** Oscar Pereira

LOCALIZATION **OA PROJECT LEAD** Oscar Pereira

LOCALIZATION OA LEADS Elmar Schubert Florian Genthon Jose Olivares Sergio Accettura

SENIOR LOCALIZATION QA TECHNICIAN Christopher Funke Harald Raschen Namer Merli Pablo Menéndez

LOCALIZATION QA TECHNICIANS Antoine Grelin

18

Benny Johnson Clément Mosca Daniel Im David Sung Dimitri Gerard Dmitry Kuzmin Ernesto Rodriguez-Cruz **Etienne Dumont** Frédéric Créhin Gabriel Uriarte Gian Marco Romano Javier Vidal Julio Calle Arpon Luca Magni Luca Rungi Manuel Aguayo Martin Schücker Matteo Lanteri Nicolas Bonin Noriko Staton Patricia Ramón Samuel França Sarah Dembet Seon Hee C. Anderson Shawn Williams-Brown Shawn Williams-Brown Sherif Mahdy Farrag Stefan Rossi Stefanie Schwamberger Timothy Cooper Toni López Tristan Breeden Will Vossler Yury Fesechka

#### **2K CHINA QUALITY** ASSURANCE

OA DIRECTOR Zhang Xi Kun

OA MANAGER

Steve Manners OA LEAD

Gao You Ming QA ASSOCIATE LEADS

#### Huang Cheng Wang Yi Min

**QA TESTERS** Chen Ji Zhou Chen Jie Yu Chen Si Yu Chen Tai Ji Fan Fu Qiang Fu Ting Yao Gong Yi Ren Huang Hua Jia Jun Yu Jiang Xiao Yu Tian Meng Qi Long Fu Yu Wan Yue Wu Di Xie Zhong Hao Xin De Hua Xu Rui Yang Wen Jing Yue Chang Yue Zhang Wei Zhang Yin Xue Zhang Yong Bin Zhao Ju Hao Zhou Dan

#### **2K CHINA** LOCALIZATION **OUALITY ASSURANCE**

OA DIRECTOR Zhang Xi Kun

OA MANAGER Du Jina

PROJECT | FAD Zhu Jian

LEAD QA TESTERS Chu Jin Dan Shigekazu Tsuuchi

SENIOR OA TESTERS Qin Qi Kan Liang Cho Hyunmin

**QA TESTERS** Zhao Yu Wang Ce Tan Liu Yang Bai Xue Tang Shu Jin Xiong Jie Hu Meng Meng Li Ling Li Chen Xue Mei Zhao Jin Yi Ou Xu Wang Rui Guo Xi Jia Kang Dai Fang Jie Huang Hai

IT ENGINEERS Zhao Hong Wei

Hu Xiang Wang Peng

FOX STUDIOS Rick Fox Michael Weber Tim Schmidt Cal Halter Keith Fox Dustin Smith Joe Schmidt

# JATIONAL KET

PRESIDENT, GLOBAL PARTNERSHIPS Salvatore LaRocca

VICE PRESIDENT, LEGAL & BUSINESS AFFAIRS Hrishi Karthikevan

SENIOR MANAGER, LEGAL & BUSINESS AFFAIRS Vince Kearney

the second second

EXECUTIVE VICE PRESIDENT, GLOBAL Partnerships

VICE PRESIDENT, GLOBAL PARTNERSHIPS Matt Holt

DIRECTOR, GLOBAL PARTNERSHIPS Adrienne O'Keeffe

SPECIALIST GLOBAL PARTNERSHIPS Mary O'Laughlin

COORDINATOR GLOBAL PARTNERSHIPS Harley Opolinsky

ASSOCIATE COORDINATOR GLOBAL PARTNERSHIPS Daniel Lupin

#### MOTION CAPTURE TALENT

Karl-Anthony Towns D'Angelo Russel Glenn Robinson III Marquese Chriss Aaron Gordon Zach LaVine Ben McLemore Austin Rivers Lance Stephenson Evan Turner Dion Waiters

BASKETBALL TALENT

Trev Abraham Josh Akognon Dakarai Allen Josh Amey Doug Anderson Dominic Artis Dominique Barnes Charles Boozer Grayson "The Professor" Boucher Myree "Reemix" Bowden C.J. Brown Jerry Brown Michael Bryson Lydell Cardwell Amir Carraway Christian Cavanaugh Collin Chiverton Margus Crawford James Davis Cody Demps Treaven Duffy E.J. Farris **Brian Goins** Vincent Golson Tim Harris Tyler Idowu Chuks Iroegbu Rae Jackson Darin Johnson Tajai Johnson Theo Johnson Tony Johnson Chris Jones Erik Kinney Carson MackNate Maxey

Corey McIntosh Arron Mollet Marcus MorganLangston Morris-Walker Devin Murphy Chris Murphy Chris Murry Devon Mynhier Scott O'Gallagher Akachi Okugo Herman Pratt JV Jerald "J.P." Pruitt Jeff Reminigton Dulan Robinson Jeff Reminigton Dulan Sobi Morgan Sabia Julian Scott Matt Scott Austin Simon Chris Smith Gard Smith Gard Smith Sordan Sutherland Kammron Taylor T.J. Taylor Kyi Thomas Elijah White Larry Wickett Roshun Kymne, Jr.

#### **MYPARK DANCERS**

Denzel "Meechie" Harris Daquan "Toosi" High Judson Laipply Eric "Kidd Strobe" Bassett Gary "Noh-Justice" Morgan David "Kid David" Shreibman Tony Ly

#### SPECIAL THANKS

SPECIAL INANAS Hameed All Billy "Dunkademics" Doran Simon Enciso Nate Garth Allen Huddleston II Tony Husary Aalim Moor James Nunnally Michael Nunnally Michael Nunnally Calvin Otiono Chris Roberts Franklin Session Carlos Smothers Ryan Sypkens Jay Washington

VISUAL CONCEPTS SPECIAL THANKS Strauss Zelnick Karl Statoff Lainie Goldstein Dan Emerson Jordan Katz David Cox Steve Glickstein Scott Patterson Take-Two Digital Sates Team Take-Two Digital Sates Team Take-Two Digital Sates Team Take-Two Digital Sates Team Take-Two Digital Sates David Channel Mank Diamond Alan Lewis Daniel Einzig Christopher Fiumano Pedram Rahbari Jenn Kolbe Greg Gibson Take-Two Legal Team David Boutry Juan Chavez Rajesh Joseph Gaurav Singh Alexander Raney Barry Charleton Jon Titus Gail Hamrick Tony MacNeill Chris Bigelow Brooke Grabrian Katie Nelson Chris Burton Daniella Gutierrez Betsy Ross Pete Anderson Maria Zamaniego Nicholas Bublitz Nicole Hillenbrand Danielle Williams Gwendoline Oliviero Ariel Owens-Barham Kyra Simon Ashish Popli Mark James Christina Vu Mark Little Jean-Sabastien Ferey Access Communications Operation Sports David Cook **Cameron Goodwin** Simon Cooke Andrew Farrier Tracy Carnahan Sandra Smith Congdon Chris Casanova Ethan Abeles Joseph Gomez Zachary Romer Jeff Schrader Max Ehrlich Jessica Mitchell The Lee Family

Publiched by 2K, a publiching label of Take-Two Interactive Software. Inc. All trademarks are the property of their ares the property of their and logos of all arenas ares and logos of all arenas ares and logos of or heir congares trademarks of their respective owners and are used by permission. Certain trademarks used herein [or heireon] are properties of American Afrilnes, Inc. used under license to 2K Sports. All rights reserved. Copyright 2017 by STATS LLC. Any commercial use or distribution of the Licensed Materials without the express written consent of STATS LLC is strictly prohibited. Basketball Equipment Suspiled by Gared Sports, the exclusive supplier of basketball backboards and rims to NBA arenas. This software is based in part on the work of the Independent VPEG Forup. Localization tools and support provided by XLOC Inc. Bankers Life Fieldhouse and the Bankers Life Fieldhouse Bankers Life fieldhouse and the Bankers Life Fieldhouse Life the Bankers Life Fieldh

Uses Simplygon (TM), Copyright (c) 2016 Donya(TM) Labs AB Portions of this software are Copyright (c) 2014, Pablo Fernandez Alcantarilla, Jesus Nuevo. All Rights Reserved. Emoji provided free by http:// emojione.com

The NBA and NBA member team identifications are the intellectual property of NBA Properties, Inc. and the respective NBA member teams. Copyright 2017 NBA Properties, Inc. All Rights Reserved.

Contract of Contract

## 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/ eula (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 SOFTWARE INCLUDED WITH THIS AGREEMENT, THE ACCOMPANYING MANUAL(S), 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 AND TERMS OF SERVICE LOCATED AT www. take2games.com/logal.

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 nonexclusive, non-transferable, limited, and revocable right and licensor bues one copy of the Software for your personal, non-commercial use for gameplay 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 incense 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. Loensor retains all right, title, and interest to the Software, including, but not limited to, all copyrights rademarks, trade secrets, trade a manes, proprietary rights, patents, titles, computer oodes, audiovisual effects, themes, characters, character manes, stores, 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, eproduced, or distributed in any mamer or medium, in whole or in part, without prior written consent from lacensor. Any persons copyring, reproducing, or distributing all or any portion of the Software in any mamer or medium, will be willfully violating the copyrigh taws 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 and inghts not expressly granted under this Agreement and licensor any penalties or the sorts.

#### 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 or Virtual Currency (defined below) without the express prior written consent of Licensor or as 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 CD-ROM or DVD-ROM (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 copes of the Software, or accesseration un-lockable, downloadable, online, or other special content, services, and/or functions (solitetively, "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.

TRANSFR 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 litutal Currency or Virtual Goods excepts expressly as of thin this Agreement or with Licenser's prior written consent. Special Features, including content other wise unvaliable

State - State - State

21

without a single-use serial code, are not transferrable to another person under any circumstances, and Special Features may cease functioning if the original installation copy of the Software is deleted or the per-eccorded copy is unavailable to the user. The Software is intended for private use only. NOTWITHSTANDING THE FOREGOING, YOU MAY NOT TRANSFER ANY PRA-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/or other security technology in the Software and monitoring usage, including, but not limited to, time, date, access, or other controls, counters, serial numbers, and/or other security technology in the Software and monitoring usage. Including, but not limited to, time, date, access, or other components thered, including any violations of this Agreement. Licensor reserves the right to monitor use of the Software 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 and registration may be required to access online services and to download Software updates and patches. Only Software subject to avaid license can be used to access online services, including any 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 note 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 giver fast to any copyright interest, you hereby grant Licensor an exclusive, perpetual, intervocable, 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 dray kind for the whole duration of protection carnated to intelectual procept ry inits by applicable uses and international conventions.

You bereby waive and agnee never to assent any moral rights of paternity, publication, reputation, or attribution with respect to Licensor's and other players' use and enjoyment of such assets in connection with the Software and related goods and services under applicable law. 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 with Licensor or a Licensor affiliate, as set forth in the Software documentation. If you do not maintain such accounts, then certain features of the Software may not operate or may cease to function properly, either in whole or in part. The Software may also require you to create a Software-specific user account with Licensor or a Licensor affiliate ('User Account') in order to access the Software and its functionality and features. Your User Account low 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 Account 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.

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 (iii) gain access to (and certain limited rights to use) virtual goods within the Software ("Virtual Goods" or "VC"). Regardless of the terminology users (VC and VC enceptstal a limited indense right governed by this Agreement. Subject to the terms of and compliance with this Agreement, Licensor hereby grants you the nonexclusive, non-transferable, non-suble ensable, limited right and license to use VC and VC 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 VC is being transferred or assigned hereunder. This Agreement should not be construed as as ale 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 nonuse; 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 way 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 redired to your bere 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 as subject to the Software Store's governing documents, including but not limited to, the Terms of Service and User Agreement. This online service has been 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 VC from 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 twhen logged into your User Account. Licensor reserves the right, in its sole discretion, to make all calculations reparding the available VC and VG in your User Account. Licensor truther reserves the right, in its sole discretion, to defer the right, in its sole discretion, to defer the right and the available VC and VG in your User Account. Licensor truther reserves the right, in its sole discretion, to defer the available VC and VG in your User Account. Licensor truther searces the right, in its sole discretion, to defer and a debited from your User Account. It is is that account the available VC and VG in your User Account and a gree that Licensor's determination of the available VC and VG in your User Account and a gree that Licensor's determination of the available VC and VG in your User Account in the that load active and a gree that Licensor's determination of the available VC and VG in your User Account 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

Page No. of Contraction

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 your User Account will be reduced each time you use VC and/or VG within the Software. The use of any VC and/or WG constitutes a demand against and withidrawal 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. The const reduced Yaccount will be reduced without notice upon the occure of earlie avents 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 htrough your User Account her available xC and/or VG and/or VG made through

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. 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 or 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 VC 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 your VC and VC and terminate this Agreement ("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, genopleves, and ageness. Isoma and expresses and expenses arising directly or indirectly from such actions. You acknowledge that Licensor may request that the applicable Application Store stop, suspend, terminate, discontinue, or reverse any Unauthorized Transaction, regardless of when such Unauthorized Transaction occurred (or has yet to occur) when it suspects or has evidence of fraud, violations of this Agreement, ivolations of any applicable law or regulation, or any intentional act designed to interfere or that otherwise has the effect of form any have the effect of formay have the effect of formal y any effect of any applicable aw or regulation, or any intentional act designed to interfere or that otherwise has the effect of formal your greet effect of interming 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 times associated with your User Account.

LOCATION: VC is only available to customers in certain locations. You may not purchase or use VC if you are not in an approved location.

#### SOFTWARE STORE TERMS

This Agreement and the provision of the Software through any Software Store (including the purchase of VCor 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 to reproprieted herein by this ofference. Licensoniable 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 warrant you how are tested to product that this software. Store will have no other warrant you have related to product that this software. Store have no applicable any the software is an other software. Any claim in connection with the Software store that you must concome 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 Store Tarms of Service and any other Software a Store applicable rules or policies. The license to the Software is a non-transferable license to use the Software not non-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) (in the transfer of any personal information and other information to Licensory. Its affiliates, vendors, and business pertures, and to retriat on ther 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 gamelpid data on websites and other platforms; (iii) the sharing of your gamelpid 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 ware.

For the purposes 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, as amended from time to time, takes precedence over any other statement in this Agreement.

#### WARRANTY

LIMITED WARRANTY: Licensor warrants toyou (fyou are the initial and original purchaser of the Software but not fyou voloitain the pre-recorded Software and accompanying documentation as a transfer from the original purchaser) that the original storage medium holding the Software is free from defects in material and work nanship 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 will meet your requirements, that operation of the Software of the Software will be compatible with third-party software will meet for the software will meet the software will meet the software will meet the software will be computed or error-free, or that the Software will be compatible with third-party software will meet for the software will be uniterrupted or error-free, or that the Software will be compatible with third-party software will meet for the software will be uniterrupted or error-free, or that the Software will be compatible with third-party software benefit for the software will be uniterrupted or error-free, or that the Software will be compatible with third-party software benefit for the software will be uniterrupted or error-free, or that the Software will be compatible with third-party software benefit for the software will be uniterrupted or error-free, or that the Software will be compatible with the fortware benefit for the software benefit for the software benefit for the software will be compatible with for the software benefit

Sale - Sale - Sale

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 initiations may not apply to you.

If for any reason you find a detect 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 Software is decribed above.

Except as set for thabove, 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 LABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FORM 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 INJURES, PROPERTY DAMAGE, OR LOST PROFITS OR PUNITIVE DAMAGES FOR APT CAUSES OF ACTION A RISING OUT OF ORRELATED TO THIS AGREEMENT OR THE SOFTWARE, WHETHER ARISING IN TORT (INCLUDING NEG LIGENCE), CONTRACT, STRICT LABILITY, OROTHERWISE, WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LICENSOR S LABILITY FOR ALL DAMAGES (EXCEPT AS REQUIRED BY APPLICABLE LABUM, EXCEED THE ACTUAL PRICE PAID BY YOU FOR USE OF THE SOFT TWARE.

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 USS200, WHICHEVERIS GREATER.

BECAUSE SOME STATES/COUNTRIES OD NOT ALLOW LUMITATIONS 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 ANY EXCLUSION OL IMITATION OT THERWISE 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 SIF POHIBITED BY ANY FEDERAL STATE, OR MUNICIPAL 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 DA FROM OUR NETWORK AND OTHER PORTIONS OF THE INTERNET, WIRELESS NETWORKS, OR OTHER THIRD-PARTYNETWORKS. SUCHFLOW DEPENDSIN LARGEPART ON THE PERFORMANCE OF THEINTERNET AND WIRELESS SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES MAY IMPAIR OR DISAUPT VOUR CONNECTIONS TO THE INTERNET, WIRELESS SERVICES, OR PORTIONS THEREOF, WE CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUP, ACCORDINGLY, WE DISCLAIM ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THIRD-PARTY ACTIONS OR INACTIONS THAT IMPAIR OR DISRUPT YOUR CONNECTIONS TO HEINTERNET, WIRELESS SERVICES, OR PORTIONS THEREOF OR THE USE OF THE SOFT WARE 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 granes exclusively operated online), if Licensor determines or believes your use of the Software involves or may involve fraud or money laundering or any other filicit 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 () 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. Deletion the Software remony use the Software using the software using the same User Account, then you may still have access to your prior User Account I, including any VC and VG associated with your User Account. If your enstall the Software using the same User Account, then you may still have access to your prior User Account I remontion, including any VC and VGsassociated with your User Account. If wour enstall the Software using the Account will allos deleted, and you will no longer be available for use the Software remover accept as otherwise prohibited by applicable law, if your User Account is deleted upon termination of this Agreement terminates due to your violation of this Agreement, Licensor, as well as permanently destroy all copies of the Software. Uson part terminates due to your violation of this Agreement, Licensor, as well as permanently destroy all copies of the Software, accompanying documentation, associated with avoir User Account. It has been installed, Juon af of its component parts in your possession or control, including any VCor VG associated with your User Account, will terminate the advertiled, and all so of the Software. The termination of this Agreement termination of 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 for thin subparagraph (c)(1)(iii) 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 52.227-719, as applicable. The Contractor/Manufacturer is Licensor at the location listed below.

Contract of the spectrum

#### 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 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 affittase, officiers, 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 reinbursement from Licensor for any expenses, and will hold Licensor harmless thereform.

#### 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 super sede 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 service tourlo.

#### 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**

74

This Agreement shall be construed (without regard to conflicts or choice of law principles) under the laws 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 threed shall be the state and leder al courts located in Licensor's principal corporate place of business (New York County, New York, U.S.A.). You and Licensor consensu to the jurisdiction of such courts and agree that process may be served in the manner provided herein for yoing of notices or otherwise as allowed by New York State or federal law. You and Licensor consense to the jurisdiction of such courts and agree that 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 YOUHAVE ANY QUESTIONS CONCERNING THIS AGREEMENT, YOUMAY CONTACT US IN WRITING AT: TAKE-TWO INTERACTIVE SOF TWARE, INC., 622 BROADWAY, NEW YORK, NY TODI2.

#### All other terms and conditions of the EULA apply to your use of the Software.

© 2005-2017 Take-Two Interactive Software and Its subsidiaries. All rights reserved. 2K, the 2K loga, and Take-Two Interactive Software are all trademarks and or registered trademarks of Take-Two Interactive Software, Inc. The NBA and individual NBA member team identifications used on or in this product are trademarks, copyrights designs and other forms of intellectual property of NBA Properties, Inc. and the respective NBA member team identifications used on or in the spective NBA member teams and may not be used, in whole or in part, without the prior written consent of NBA Properties, Inc. 2017 NBA Properties, Inc. and the respective NBA member teams and may not be used, in whole or in part, without and Patent Product graves that and the spectra of the s