

DOVETAIL GAMES
Dovetail Games End User Licence Agreement
(Latest version: 8th May 2017)

1. ABOUT US

- 1.1 We are Dovetail Games, a trading name of RailSimulator.com Limited and its associated companies. We're also referred to in this EULA as "**Dovetail Games**" or "**we**" or "**us**".
- 1.2 Please send any correspondence to: Dovetail Games, 3rd Floor North, Fitted Rigging House, Anchor Wharf, The Historic Dockyard, Chatham, Kent, ME4 4TZ, UK.

2. ABOUT THIS End User Licence Agreement ("EULA")

- 2.1 This EULA governs your use of the Dovetail Games series of simulations and any add-ons, user-generated content or downloadable content (which we will call the "**Software**" in this EULA). Please read it carefully because it is an important document: a lot of time and effort has gone into making the Software and, in order for us to keep working on it, we need to have some rules about what you can and cannot do when using it. If you have any queries, please contact <https://dovetailgames.kayako.com>.
- 2.2 By clicking on the "Yes" or "Install" button, or by downloading or using the Software in any way, you confirm your agreement to this EULA. If you do not agree to the terms of this EULA, please click the "No" or "Exit" button and do not use the Software.
- 2.3 If you are a minor (which will depend on your country of residence), please ask your parent or guardian to review and approve this EULA on your behalf (because legally minors cannot enter into agreements like this EULA).
- 2.4 From time to time, we have tried to explain some of the more 'legal' concepts in this EULA in a helpful manner. For the avoidance of any doubt, these explanations are just to aid your comprehension of this EULA and are not intended to affect the legal meaning of any part of this EULA.

3. LICENCE OF THE SOFTWARE

- 3.1 We give you the personal right (known as a 'licence') to download, install (and enjoy!) the Software for your personal use. We can terminate this licence in certain circumstances, which are explained further below. This licence is 'non-exclusive', meaning that we can grant similar licences to other people as well.
- 3.2 You may not transfer or sub-license this licence in any way to anyone else unless we first agree to it in writing.

4. USING THE SOFTWARE

- 4.1 This Software has been developed to work on the latest version of the PC, Mac, Linux, Sony and Xbox platforms at the time of its release.
- 4.2 Microsoft, and Sony vendors may from time to time update their software, and we will endeavour, but not be obligated, to update the Software if necessary to ensure that its functionality and performance continue with any updated release.
- 4.3 It is your obligation to ensure that you are using the latest compatible public release of any platform operating system.
- 4.4 You will require an internet connection, which you must procure at your own expense, to use the Online Service (defined in clause 7 below).
- 4.5 You may also access the Software through Dovetail Live ("Dovetail Live"), for which you will require a Dovetail Live account. We will also provide other services and features through our Online Service.
- 4.6 To set up a Dovetail Live account you will need to complete the registration process and choose a username and password. When using Dovetail Live, you must comply with the provisions of our Terms, which can be found at <https://live.dovetailgames.com/#/terms>.

- 4.7 The username and password chosen by and issued to you upon registration with Dovetail Live is personal to you and shall not be disclosed to any third party without our prior written consent.
- 4.8 You agree, accept and understand that:
- (a) you will ensure information held about you by us is accurate and up to date and that you can amend your registration details at any time through Dovetail Live;
 - (b) you are and shall remain responsible for maintaining the confidentiality of your account credentials;
 - (c) you are solely liable for any use of Dovetail Live when logged into and using your account;
 - (d) whenever you make use of features that allow you to make posts on, or share or upload content to Dovetail Live or our social network sites, you acknowledge that you must comply with our code of conduct <http://live.dovetailgames.com/#terms>;
 - (e) you will not make any excessive use of Dovetail Live which may, in our reasonable opinion, affect other users' access to Dovetail Live; and
 - (f) your access to Dovetail Live may be time limited.
- 4.9 PLEASE DO NOT SHARE YOUR USERNAME OR PASSWORD WITH ANY OTHER PERSON OR ALLOW ANY OTHER PERSON TO USE YOUR ACCOUNT. WE ARE NOT LIABLE FOR ANY IMPROPER USE OF YOUR ACCOUNT OR ANY USE OF YOUR ACCOUNT BY ANY THIRD PARTY. IF YOU THINK YOUR ACCOUNT HAS BEEN COMPROMISED PLEASE INFORM US IMMEDIATELY.
- 4.10 Please note that the Software is intended strictly for leisure purposes only. It is not designed for, and must not be used, for any training or in any way as a realistic simulation. We accept no responsibility or liability for any failure by users to comply with this clause 4.10.
5. **PATCHES, UPDATES AND CHANGES TO THE SOFTWARE**
- 5.1 From time to time, we may need to deploy or provide patches, updates, additional content or other modifications to the Software (for example to enhance the Software, to add new features or to resolve software bugs). You hereby grant us your consent for us to deploy and apply such patches, updates or other modifications to the Software automatically.
- 5.2 From time to time, we may also at our absolute discretion remove or suspend access to particular features, content or other parts of the Software.
6. **TECHNICAL REQUIREMENTS**
- 6.1 By using the Software you agree that you have the necessary hardware, software and capability required for its use. We accept no responsibility or liability for any failure of your system to meet the technical requirements of the Software as amended or updated from time to time.
7. **ONLINE SERVICE**
- 7.1. We may, but shall not be obliged to, provide and maintain certain online functionality, online network play connectivity and interactivity, and other online features relating to the Software ("Online Service") subject to the terms and conditions of this EULA. In connection therewith the following additional terms in this clause 7 shall apply.
- 7.2. The Online Service is for personal use only, on an "as is" basis and all use must be in accordance with the terms of this EULA.
- 7.3 This EULA, together with our Terms of Use <http://live.dovetailgames.com/#/terms>, Privacy Policy <http://live.dovetailgames.com/#/privacypolicy>, Cookies Policy and Acceptable Use Policy <http://live.dovetailgames.com/#/acceptableUsePolicy> apply at all times to your use of the Online Service, whether as a guest or a registered user.

- 7.3. Where indicated to you before you purchase the Software, we will use reasonable efforts to make the Online Service available for 6 months from the date on which you purchase the Software, subject as set out in this EULA. We warrant only that, when within our control, the Online Service, when made available by us, will be provided with reasonable care and skill.
- 7.5. We will not be liable in any amount for failure to perform any obligation under this EULA if such failure is caused by the occurrence of any unforeseen contingency beyond its reasonable control including without limitation internet outages, communications outages, fire, flood, war, or acts of God.
- 7.6. Except as expressly provided above there are no other warranties, conditions, or other terms, express or implied, statutory or otherwise, and all such terms are hereby excluded to the maximum extent permitted by law, and subject to your mandatory consumer rights.
- 7.7. To the maximum extent permitted by law, and save as expressly provided in this EULA. We give no warranty in connection with the Online Service and exclude liability for any loss or damage of any kind howsoever arising, including without limitation any direct, indirect, punitive, or consequential loss whether or not such arises out of any problem you notify to us and we shall have no liability to pay any money by way of compensation, including without limitation all liability in relation to:
- (a) the availability of the Online Service;
 - (b) any incorrect or inaccurate information on the Online Service and all errors, interruptions to or delays in updating the Online Service;
 - (c) the infringement by any person of any Intellectual Property Rights of any third party caused by their use of the Online Service;
 - (d) any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing, using or downloading the Online Service (save to the extent that damage to your device or other digital content which you own is caused by the Online Service as a result of our failure to use reasonable care and skill in which case you may be entitled to compensation or we may be obliged to repair your device;
 - (e) the availability, quality, content or nature of the other site and service on the internet that are owned and operated by third parties ("External Services") to which the Online Service links and web sites located on or through any External Site, not for any transactions involving External Services, not for any transactions involving External Sites (including as to "cookies", personal data, confidential information, or purchases or other services). You should contract the service administrator or webmaster for those External Sites if you have any concerns regarding such links, websites, services or transactions;
 - (f) all representations warranties, conditions, and other terms which but for this notice would have effect.
- 7.8. We do not warrant that the operation of the Online Service will be uninterrupted or error free or that any error or interruption can or will be corrected.
- 7.9. We cannot guarantee that the Online Service or a particular part of the Online Service or any Contributions (as defined in clause 8.1) will always be available.

8. **COMMUNICATIONS**

- 8.1. The Software may allow you and other users of the Software to send communications to us or third parties or contribute content of your own for use in the Software or otherwise by us or third parties (each a "Contribution"). For the avoidance of doubt, this clause 8 refers to the Online Service owned and operated by us. We give no warranty in connection with any online service owned and operated by third parties, including but not limited to any and all

contributions derived from a third party online service that are made available on the Software and our Online Service.

- 8.2. To the extent that such Contributions are permitted by the Software, it is an information and entertainment service and ancillary to this we are involved in the transmission, storage, retrieval, hosting, formatting or translation of third party communications without selection or alteration of the content of the communication, for which the Software is a mere conduit.
- 8.3. By installing and using the Software you agree that we have no responsibility to review the content of any Contributions and that all Contributions are made available on the basis that we are not required to and do not exercise any control or judgement in respect of their content. For the avoidance of doubt the views expressed in any Contributions are the views of the individual authors and not those of us expressly specified otherwise by us.
- 8.4. We shall be entitled to remove, restrict, suspend or alter any user account and any Contribution (and the ability to share or create Contributions) for any reason in our discretion including, without limitation, because conduct or content associated with such account or Contributions might be unacceptable as described in this EULA.
- 8.5. You agree we may use, publish, edit, modify and adapt Contributions you make available, or post to or transmit to the Software ("Your Contributions") for any reason in our discretion including, without limitation, because conduct or content associated with such account or Contributions might be unacceptable as described in this EULA.
- 8.6. To the extent that Your Contributions are derived from the Software or material provided by us you hereby assign to us all Intellectual Property Rights subsisting in Your Contributions which are owned by you.
- 8.7. You agree and undertake that you are entitled to make available, or post to or transmit to the Software Your Contributions and to grant us those rights set out in clause 8.5, and will not make available, or post to or transmit to the Software any statement, material or other Contributions, not use the Software in any way that:
 - (a) is abusive, seditious, pornographic, aggressive, homophobic, defamatory, libellous, untrue, hateful, discriminatory, obscene, inflammatory or racist;
 - (b) harasses, bullies or intimidates any person or obscures or impedes other users' ability to communicate or read conversations (this includes the use of any macros/SPAM to either the general playerbase or a single individual to disrupt chat);
 - (c) involves exploitative behaviour, through but not limited to, third party programs, bots, scripts or other means which are reasonably prohibited by us from time to time, or which take advantage of bugs, unintended errors, or features that have not been documented, to access restricted parts of the Software or gain an unfair edge over other players or which otherwise constitutes activity which we reasonably deem against the "spirit" of the Software;
 - (d) encourages any violation of this EULA or of a third party service provider's terms of service;
 - (e) is unlawful, malicious, misleading (including impersonation), discriminatory or which gives rise to civil or criminal liability or which might call us or the Software into disrepute;
 - (f) infringes upon the intellectual property or other rights of any third party or facilitates or encourages such infringement or entails the distribution of any player's personal information (other than your own, as a private message);
 - (g) is technically harmful such as the introduction of computer viruses, worms, logic bombs or other malicious software or harmful data, or otherwise attempts to or actually

does modify or interfere with the Software or overburden or disrupt any computer or server used by the Software;

- (h) may be deemed a marketing or commercial communication;
- (i) promotes any illegal or unlawful activity including but not limited to solicitation, gambling or the sale of prescription medicines;
- (j) is aimed at persons under the age of 16 or which seeks or attempts to make any arrangement to meet a person under the age of 16;
- (k) contains any restricted material, including but not limited to passwords, medical information or confidential information of any person;
- (l) constitutes, in our reasonable opinion, cheating or misuse of the Software, or an attempt to gain unauthorised access to the Software or parts thereof, or to the accounts of other users or networks or devices; or
- (m) solicits, invites, encourages, advocates, incites or provokes any or all of the foregoing.

9. **INTELLECTUAL PROPERTY RIGHTS IN THE SOFTWARE**

9.1 By "**Intellectual Property Rights**" what we mean is: all ownership rights and interests in copyright, design right, database rights, patents and any rights to inventions, know-how, trade and business names, confidential information and trade marks (whether registered or unregistered) and any applications and other like rights.

9.2 We own and reserve all of the Intellectual Property Rights in the Software (or we license them from third parties) unless we inform you otherwise or unless it is User Generated Content (in which case, please see clause 11 below).

10. **WHAT YOU MUST NOT DO REGARDING THE SOFTWARE:**

10.1 You must not do or try (or permit to be done or tried on your behalf) any of the following:

- (a) use the Software for any purpose except for personal entertainment (for example, you may not use the Software for commercial purposes such as, but not limited to, training, route planning, infrastructure design, advertising or promotion);
- (b) except as authorised by us in this EULA (or as permitted by law) to: copy, rent, sub-license, loan, modify, adapt, merge, translate, reverse engineer, decompile, disassemble or create derivative works based on the whole or any part of the Software;
- (c) hack, attempt to hack, distribute, modify, transmit, re-use, re-post, or use any, all or part of the Software (including Intellectual Property Rights or copy protection software that forms part of the Software or Steam or is supplied with either of them) for any purpose unless first authorised by us by writing;
- (d) use the Software for any illegal purpose; or
- (e) anything else that may harm the Software.

10.2 Please make sure you fully understand and comply with these requirements, since failure to do so can lead to serious legal consequences.

11. USER-GENERATED CONTENT

Please read this section carefully before creating or making available any user generated content for the Software:

11.1 If you make content for use with the Software (which we will refer to as "**user generated content**" or "**UGC**"), you are solely responsible and liable for that user generated content. We don't accept any liability or responsibility for user generated content for the Software, nor do we provide any support for it. Users of the Software create, download, install and use UGC at their own risk.

11.2 If you create UGC or make UGC available to other users (even if the UGC you make available was not created by you) then you agree (and shall be responsible in ensuring that any other creator or owner of that UGC agrees) that:

- (a) to the extent that any part of the UGC which comprises or incorporates any of our Intellectual Property Rights (such as our routes, locomotives, rolling-stock, aircraft or other assets) remains our property;
- (b) we have an irrevocable, worldwide, perpetual, payment free right to take any actions we consider appropriate (including without limitation to copy, reproduce, market, advertise, modify, adapt, merge, translate, reverse engineer, decompile, disassemble or create derivative works based on the whole or any part of the UGC), and all consents (if any) required under intellectual property, data protection and privacy laws worldwide, for that use, in respect of any UGC which includes portions of our Intellectual Property Rights;
- (c) you must include the following message in a prominent manner with any UGC which you make available to other users (this could be in the manual or 'readme' file you provide with the UGC):

"IMPORTANT NOTICE. This is user generated content designed for use with Dovetail Games Software.

Dovetail Games does not approve or endorse this user generated content and does not accept any liability or responsibility regarding it.

This user generated content has not been screened or tested by Dovetail Games. Accordingly, it may adversely affect your use of Dovetail Games' products. If you install this user generated content and it infringes the rules regarding user-generated content, Dovetail Games may choose to discontinue any support for that product which they may otherwise have provided.

The Dovetail Games EULA sets out in detail how user generated content may be used, which you can review further here: www.dovetailgames.com/terms. In particular, this user generated content includes work which remains the intellectual property of Dovetail Games and which may not be rented, leased, sub-licensed, modified, adapted, copied, reproduced or redistributed without the permission of Dovetail Games."

- (d) you must not in any way claim or suggest that any UGC is endorsed or supported by, or affiliated with, us;
- (e) the UGC must not be used in, or made available to, any other simulator software which is similar to or competes with the Software (if you any doubt about this, please contact <https://dovetailgames.kayako.com>);
- (f) the UGC must be free from any and all viruses or other damaging software and must not in any way impair or harm the Software;
- (g) the UGC must not infringe any third party Intellectual Property Rights or other rights;
- (h) the UGC must comply with all relevant legislation and must not contain any material which may be considered offensive, defamatory, illegal or which could cause any reputational loss or embarrassment to us;
- (i) the UGC must be designed and used for personal entertainment and not for any business purpose or for any commercial purpose such as, but not limited to, training, route planning, infrastructure design, advertising or promotion;
- (j) you must have the right and ability to meet the terms of this licence (so, for example you must not have agreed to signed a contract with another party on terms that conflict with this agreement);

- (k) you must agree that your public username may be advertised and used in connection with the UGC;
- 11.3 We may provide software or tools which assist the creation of UGC (also known as the "Editor"). Please note that the Editor requires expert knowledge to be used properly. In addition, the Editor is provided on an 'as is' basis without any warrant, representation or support by us and may be amended, altered or removed by us at our discretion at any time: and
- 11.4 If you breach any of these terms and conditions, then we reserve the right to suspend or permanently remove availability of your UGC or to take any other steps we consider appropriate, including under clause 14.2 of this EULA

12. **WARRANTIES AND LIMITATION OF LIABILITY REGARDING THE SOFTWARE**

A warranty is a legal statement of fact, some of which we make below. If you have any question regarding the meaning of these terms, please contact us through our customer support system at <http://dovetailgames.kayako.com>, but please note that you will still be bound by section 2.2 of this EULA.

Warranties

- 12.1 We warrant that:
 - (a) we have the right to enter into this EULA and to grant a licence over the Software to you;
 - (b) we will provide our services regarding the Software with reasonable skill and care; and
 - (c) we will use reasonable endeavours to comply with applicable laws in the performance of our obligations under this EULA.

Limitation of liability

- 12.2 However, please also note that (to the maximum extent permitted by law):
 - (a) we provide the Software for personal entertainment, on an "as is" basis. This means that we make no warranties or representations about the features, content or other parts of the Software from;
 - (b) we make no warranties in any way regarding whether the Software or any part of it is of satisfactory quality or is fit for purpose or for a particular use;
 - (c) we do not make any warranties regarding the operation of the Software or that it will be uninterrupted or error free; and
 - (d) the Software is produced in the United Kingdom. Unfortunately therefore we cannot make any representation or warranty regarding whether the Software complies with the local laws of any other country.
- 12.3 To the maximum extent permitted by law, we exclude liability for any loss or damage of any kind howsoever arising, including without limitation any direct, indirect, punitive or consequential loss whether or not arising out of any problem you notify to us and we shall have no liability to pay any money by way of compensation, including without limitation all liability in relation to:
 - (a) any breach of the warranties at clause 12.2 above;
 - (b) any incorrect or inaccurate information within the Software and all interruptions to or delays in updating the Software;
 - (c) any third party infringement of Intellectual Property Rights;
 - (d) viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing, using or downloading the Software or from transmissions via emails or attachments received from us or our licensees; and
 - (e) any harm or loss you suffer as a result of any interactions by you with third party software, content (including UGC) or web sites (whether or not at our suggestion).

- 12.4 These terms above will not limit your consumer rights (if any) which we cannot exclude under applicable law, nor will they exclude or limit our liability for death or personal injury resulting from our negligence nor any fraudulent representation.

Indemnity

- 12.5 You hereby agree on demand to indemnify and hold harmless us and our officers, directors, employees and agents from and against any and all damages, claims, suits, actions, judgments and costs and expenses whatsoever, including reasonable legal fees and costs, arising out of (without limitation): (i) your use of the Software; and (ii) your creation or distribution of any UGC (including any third party claims of infringement of Intellectual Property Rights regarding such UGC); and (iii) any breach by you of the terms of this EULA.

13. PRIVACY

- 13.1 We take your personal privacy very seriously. We have defined our privacy policy in a short document which can be found at www.dovetailgames.com/terms. By using this Software, you agree to the terms of that privacy agreement.

14. TERMINATION

- 14.1 This EULA will continue in force until you stop using the Software or unless earlier terminated under clause 14.2 of this EULA.
- 14.2 We are entitled to remove, cancel or suspend your access to and use of the Software if you breach any part of this EULA. This will not restrict us from taking any other action that we consider necessary under this EULA or otherwise.

15. FORCE MAJEURE

- 15.1 We will not be liable for any failure by us to perform any obligation under this EULA if that failure is caused by the happening of any unforeseen event beyond our reasonable control including without limitation: Internet outages, communications outages, fire, flood, war or act of God.

(Explanatory note: this provision means that if unforeseen events beyond our control happen, then we won't be liable to you if we are unable to perform any part of this EULA, e.g. to make the Software available to you).

16. GENERAL

- 16.1 If you breach this EULA and we take no or limited action against you, we will still be fully entitled to take action in any other situation where you breach this EULA.
- 16.2 If any part of this EULA is held to be unenforceable, then we and you agree to interpret it and the rest of this EULA in such a way as to reflect the parties' intentions as far as possible. Also, if any part of this EULA is held to be unenforceable then that will not affect the enforceability of any other part of this EULA.
- 16.3 No term of this EULA is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 16.4 This EULA constitutes the entire agreement and understanding between you and us regarding the Software and supersedes any previous agreement or understanding between you and us. You and we agree that neither of us have relied upon any statement, representation, warranty, undertaking or promise which is not expressly set out in this EULA.
- 16.5 Where we have provided you with a translation of the English language version of this agreement, you agree that the translation is provided for your convenience only and that the English language version will govern your relationship with us. If there is any contradiction between the English language version and a translation, the English language version will take precedence.

17. GOVERNING LAW AND JURISDICTION

- 17.1 You and we agree that:
- (a) your use of the Software, and the validity and meaning of this EULA, shall be governed by and interpreted according to the laws of England and Wales; and

- (b) any dispute regarding this EULA shall be heard exclusively by the courts of England and Wales.

18. **CHANGES TO THIS EULA**

- 18.1 We may vary this EULA as and when we consider it appropriate or necessary. If so, then we will make the revised EULA available at www.dovetailgames.com/terms. Please always refer to the latest version of the EULA.