



Effective Date: 2024/05/15

## **GAMING PLATFORM END USER LICENSE AGREEMENT**

THIS IS A LEGAL AGREEMENT (this "Agreement") BETWEEN YOU AND IRACING.COM MOTORSPORT SIMULATIONS, LLC (ALONG WITH EACH OF IRACING.COM MOTORSPORT SIMULATIONS, LLC'S AFFILIATES, COLLECTIVELY, "iRacing"). AS USED HEREIN, "YOU" MEANS A USER OF THE PRODUCT (AS DEFINED BELOW). YOU SHOULD CAREFULLY READ THIS AGREEMENT, INCLUDING THE IRACING PRIVACY POLICY WHICH CAN BE FOUND ON <https://www.iracing.com/privacy-policy/> ("Privacy Policy"), WHICH FORMS AN INTEGRAL PART OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU ARE NOT PERMITTED TO USE THE PRODUCT.

This Agreement sets out the basis on which iRacing makes the videogame, software, application, along with associated and successor videogame, software, application, their associated upgrades, patches, and updates and related services, or any part thereof (collectively, the "Product") available to you. The Product includes any and all additional downloadable content such as tracks and cars (collectively, the "Content").

All use of the Product is governed by this Agreement (including any future revisions of this Agreement). Any use of the Product not in accordance with this Agreement is expressly prohibited.

At the time of the publication of this Agreement, iRacing.com Motorsport Simulations, LLC's affiliates include iRacing MN Holding, LLC (DBA Monster Games) and iRacing ARG Holding, LLC (DBA Orontes Games).

Furthermore, persons designated by Foreign Assets Control (OFAC) as Specially Designated Nationals, residents of countries sanctioned by OFAC, and residents of such additional countries as iRacing may from time to time designate (currently Burma and Sudan) are prohibited from registering for and/or using the Product.

### **1. Grant of a Limited Use Software License**

Your "Account" means your account for access to the Product (where applicable). Subject to your agreement to and continuing compliance with this Agreement, iRacing hereby grants, and you hereby accept, a limited, non-exclusive, non-transferable software license to use any Product (the "License") solely for your personal, non-commercial entertainment, training and educational purposes only. The License granted to you is subject to your compliance with the restrictions of use and obligations contained in Section 3.

### **2. Ownership**

2.1 All rights and title in and to the Product, including the Content (including any user accounts, titles, computer code, objects, locations, concepts, artwork, animations, sounds, audio-visual effects, methods of operation, moral rights, any related documentation, recordings of races), and any and all data and statistics generated by or in connection with the Product, including without limitation, data and statistics generated as a result of your use of the Product (the "Data"), and any and all branding and trademarks associated with iRacing and/or its licensors (collectively, "Trademarks") are owned by iRacing or its licensors and are protected by United States and international laws. The Product may contain certain licensed materials, and iRacing's licensors may enforce their rights in the event of any violation of this Agreement. For clarity, the Content is licensed to you; you will not obtain any ownership interest in any of the Content.

2.2 Without limiting any of the foregoing, you acknowledge and agree that you have no ownership or other property interest in the Product (or any part thereof), the Account, or any other attributes associated with the Account or any part thereof, and you further acknowledge and agree that all rights in and to the Account are

and will forever be owned by and inure to the benefit of iRacing. iRacing does not recognize the transfer of Accounts. You may not purchase, sell, gift or trade any Account, or offer to purchase, sell, gift or trade any Account, and any such attempt will be null and void.

2.3 Without limiting any of the foregoing, iRacing owns, has licensed, or otherwise has rights to all of the content that appears in the Product, including the Content. You agree that you have no right or title in or to any such content. iRacing does not recognize any virtual property transfers executed outside of the Product or the purported sale, gift or trade in the “real world” of anything related to the Product. Accordingly, you may not sell items for “real” money or otherwise exchange items for value outside of the Product.

2.4 Information and materials submitted to iRacing, such as any comments, feedback, ideas, questions, designs, data or the like regarding or relating to the Product or the business of iRacing (collectively, “Feedback”), will be considered non-confidential and non-proprietary with regard to you, but iRacing reserves the right to treat any such Feedback as the confidential information of iRacing. For this reason, iRacing asks you not to send us any information or materials that you do not wish to assign to us, including, without limitation, any confidential information or any original creative materials such as product ideas, computer code, or original artwork. By submitting Feedback to iRacing, for valuable consideration, you hereby irrevocably and unconditionally grant and assign to iRacing and its parent, subsidiaries, and affiliates, and its and their successors, assigns representatives and licensees (all together, the “Promoters”): free of charge, all worldwide rights, title and interest in and to such Feedback, including without limitation all intellectual property and other rights in and to such Feedback. The Promoters will be entitled to use, sell, display, exploit, disclose, revise, and delete any Feedback you submit, and any ideas, concepts, know-how or techniques contained in any such Feedback, in any manner and for any purpose whatsoever, including but not limited to developing, marketing and selling products and services using such Feedback, without restriction, without compensating you in any way and with or without identifying you as the creator of the Feedback. You are responsible for the information and other content contained in any Feedback you submit to us, including, without limitation, their truthfulness and accuracy. You represent that you have all rights in the Feedback necessary to submit it and to grant and assign to the Promoters all right, title and interest in and to such Feedback. You further represent that the Feedback that you submit will not infringe the copyright, trademark, publicity/privacy right or other intellectual property or other right of any third party.

### **3. Limitations on Your Use of the Product; Your Responsibilities**

3.1 You agree that you will not (a) modify or cause to be modified any files that are a part of the Product, including the Content or the Data; (b) copy or reproduce the Product or any portion thereof, Product, including the Content, the Data, or the Trademarks (except as expressly permitted in this Agreement), (c) translate, reverse engineer, derive source code from, modify, disassemble, decompile, or create derivative works based on the Product or any portion thereof, including the Content, or the Data, or remove any proprietary notices or labels; (d) create or use cheats, bots, “mods”, and/or hacks, or any other third-party software designed to modify the iRacing experience; (e) use any software or other device that intercepts, “mines”, or otherwise collects information (including the Data) from or through the Product or any aspect thereof; or (f) sell, resell, or make available to any third party the Product (including any information available through the Product, the Content, the Data, or the Trademarks, in exchange for anything of value. Failure to comply with the restrictions and limitations contained in this section will result in the immediate, automatic termination of the License granted hereunder and may subject you to liability.

3.2 Without limiting the foregoing, iRacing reserves the exclusive right to create derivative works based on the Product, including the Content, the Data, and the Trademarks. You may not create derivative works based on the Product or any of its parts, including the Content, the Data, and the Trademarks, without iRacing’s prior written consent.

3.3 You may not exploit the Product or any of its parts, including the Content, the Data, and the Trademarks, for any commercial purpose, including use or display to others at a race track, car show, convention, arcade, computer gaming center or any other location-based site, without the express written consent of iRacing. You may not rent, lease or license or otherwise provide access to the Product to any other.

3.4 Only iRacing or its licensees have the right to host or otherwise make available the Product. You may not host, provide or develop matchmaking services for the Product, or intercept, emulate or redirect the

proprietary communication protocols used by iRacing in any way, regardless of the method used to do so. Under no circumstances may you connect, or create tools that allow you or others to connect, to the Product's proprietary interface other than those expressly provided by iRacing for personal, non-commercial use.

3.5 For the avoidance of doubt, and without limitation to the prohibitions and restrictions set forth in Sections 3.1, 3.2, and 3.3 and elsewhere in this Agreement, you may not copy, modify, incorporate or otherwise use any part of the Product, including the Content, the Data, and the Trademarks, to create non-fungible tokens or other digital files (collectively, "NFT"). If you violate the foregoing prohibition, then, in addition to any other rights and remedies available to iRacing under this Agreement, at law, or in equity, for valuable consideration, you hereby irrevocably and unconditionally grant and assign to iRacing and its parent, subsidiaries, and affiliates, and its and their successors, assigns representatives and licensees, all rights, title, and interest in and to any and all NFTs you create in violation of the foregoing prohibition.

#### 4. Your Information

4.1 Definition. "Your Information" is defined as any information you provide to iRacing or other users: in the registration or transaction process; through any email feature; or through any other feature of the Product. You represent, warrant, and covenant that you have (and will continue to have) full right and authority to make Your Information available under this Agreement and your making available Your Information hereunder complies (and will continue to comply) with all applicable laws. You are solely responsible for Your Information, the consequences of providing Your Information, and your reliance on any information in any public or other areas of the Product, and iRacing merely acts as a passive conduit for your online distribution and publication of Your Information. In the event that you feel threatened or believe that someone else is in danger, you should contact your local law enforcement agency immediately.

4.2 Restricted Activities. Your Information may not: (a) be false, inaccurate or misleading, including without limitation any misrepresentation of your identity, your age or your affiliation with any person or entity; (b) be fraudulent or involve the impersonation of any person or entity; (c) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (d) include any private information of any third party, including without limitation addresses, phone numbers, email addresses, Social Security numbers and credit card numbers; (e) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination, false advertising or obscenity); (f) be defamatory, trade libelous, harmful, threatening, unlawful, sexist, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable; (g) be obscene or contain child pornography; (h) intimidate or harass another; (i) contain any viruses, Trojan horses, worms, time bombs, cancelbots, Easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (j) contain any information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation, or data relating to criminal convictions or offenses; (k) involve the posting, transmission, sharing or otherwise making available of any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; or (l) create liability for iRacing or iRacing's representatives or cause iRacing to lose (in whole or in part) the services of iRacing's ISPs or other suppliers.

4.3 License. Solely to enable iRacing to use the information you supply iRacing, so that iRacing is not violating any rights you might have in that information, you agree to grant iRacing, and hereby do grant iRacing, a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully paid, sublicensable (through multiple tiers), and transferable right to exercise all rights you have in Your Information (including without limitation copyright and publicity rights), in any media now known or not currently known.

4.4 Removal of Your Information. You understand and agree that iRacing may, but is not obligated to, review the Product and may in iRacing's sole discretion delete or remove (without notice) any of Your Information, for any reason or no reason, including Your Information that in iRacing's sole judgment violates this Agreement or any other codes of conduct that iRacing may post from time to time, each of which are incorporated into and a part of this Agreement. You are solely responsible at your sole cost and expense for creating backup copies and replacing any of Your Information you store in the Product or provide to iRacing.

## 5. **Release**

You acknowledge and agree that: the races and/or any other aspect of the Product may be photographed and recorded in audio, visual, audiovisual, and/or any other format (collectively, the "Recordings"); the Recordings may include images and recordings of you; and the Recordings will be the property of iRacing. For valuable consideration, you hereby irrevocably and unconditionally: grant and assign to the Promoters (as defined herein) free of charge: all worldwide rights, title and interest in and to the Recordings, including without limitation all intellectual property and other rights therein and thereto; and grant to the Promoters the non-exclusive, perpetual, royalty-free, worldwide, irrevocable, fully paid, sublicensable (through multiple tiers), and transferable right, license, and permission (but not the obligation), in all forms and media, whether now known or not currently known, to use your name and to use, adapt, reproduce, distribute, edit, exhibit, publicly display, publicly perform, publish and copyright photographic or videotaped images and recordings of you with or without your voice ("Likenesses"), at any time now or hereafter, for providing race results, marketing and advertising the Product and any other lawful purposes whatsoever. You hereby waive any right you may have to inspect or approve the Recordings, the materials that may be used in connection with your name and/or Likenesses, or the uses made of said materials and the Recordings. You agree that the Promoters own all copies of your Likenesses they create, all rights in those copies and anything of value obtained from their use. You understand that the Promoters may make costly arrangements based on this release and the assignment and other rights granted herein and therefore, once given, you cannot withdraw or revoke this release, assignment and other grant of rights. You hereby waive and release any claims you may have against the Promoters for any damages, costs or liabilities you (or others claiming through you) incur from the Promoters' use of your name or Likenesses and/or the Recordings, including but not limited to damages caused by any distortion, alteration, optical illusion or composite use, whether intentional or otherwise, that may occur in making, processing, duplicating, distributing or displaying the Recordings and/or your name or these Likenesses. The provisions of this Section 5 are intended for the benefit of the Promoters and their officers, employees, agents, service providers and business affiliates.

## 6. **Information Control**

iRacing does not control the information provided by other users that is made available through the Product. You may find other users' information to be offensive, harmful, inaccurate, or deceptive. Please use caution and common sense when using the Product. iRacing cannot and does not confirm each user's age. So you should be aware that there are also risks of dealing with underage persons. Additionally, there may also be risks of dealing with people acting under false pretenses and dealing with international trade and foreign nationals. By using the Product, you agree to accept such risks and that iRacing is not responsible for the acts or omissions of users of the Product.

## 7. **iRacing's Absolute Right to Suspend, Terminate and/or Delete the Account**

7.1 IRACING MAY SUSPEND, TERMINATE, OR DELETE YOUR ACCOUNT AT ANY TIME WITH ANY REASON (INCLUDING WITHOUT LIMITATION DUE TO SUSPECTED CHEATING OR UNFAIR PLAY AND/OR HARASSING OR INAPPROPRIATE BEHAVIOR) OR NO REASON, WITH OR WITHOUT NOTICE. For purposes of explanation and not limitation, most account suspensions, terminations and/or deletions are the result of violations of this Agreement.

7.2 Upon any termination or deletion of your Account due to your violation of this Agreement, any rights granted to you under this Agreement will automatically and immediately terminate. In such event, you must immediately and permanently destroy all copies of the Product (including any user guides) and Content in your possession and control and remove the Product and Content from your gaming console or platform.

7.3 If your Account is terminated or deleted for any reason other than your violation of this Agreement, you may continue to use the Product subject to the terms and conditions contained in this Agreement.

8. **Warranty Disclaimer**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCT AND THE CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITATION, IRACING EXPRESSLY DISCLAIMS (ON BEHALF OF ITSELF AND ITS LICENSORS) ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, AND NON-INFRINGEMENT.

9. **Limitation of Liability**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER IRACING NOR ITS AFFILIATES OR LICENSORS, NOR ANY OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF ANY OF THE FOREGOING, WILL BE LIABLE IN ANY WAY FOR DAMAGE OR LOSS OF ANY KIND RESULTING FROM OR OTHERWISE RELATING TO THE PRODUCT OR THE CONTENT OR THE USE THEREOF. IN NO EVENT WILL ANY OF SUCH PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES. If, notwithstanding the foregoing exclusions, it is determined that iRacing is liable for damages, in no event will iRacing's liability, whether arising in contract, tort, strict liability or otherwise, exceed (in the aggregate) the total fees paid by you to iRacing during the six (6) months prior to the time such claim arose. You hereby agree to defend, indemnify and hold iRacing harmless from and against any claim, liability, loss, injury, damage, cost or expense (including reasonable attorneys' fees) incurred by iRacing arising out of or from your use of the Product. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.

10. **Export Controls**

The Product may be subject to U.S. export controls and may not be re-exported, downloaded or otherwise exported without a license or into (or to a national or resident of) any country to which the U.S. has embargoed goods, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. You represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

11. **Force Majeure**

Without limitation to any other term of this Agreement, iRacing will not be liable for any delay or failure to perform resulting from causes outside the reasonable control of iRacing, including any failure to perform hereunder due to unforeseen circumstances or cause beyond iRacing's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

12. **Acknowledgments**

**You hereby acknowledge and agree to the following:**

12.1 WHEN THE PRODUCT IS RUNNING, IRACING MAY OBTAIN CERTAIN IDENTIFICATION INFORMATION ABOUT YOUR GAMING PLATFORM, INCLUDING YOUR IP ADDRESS(ES) AND OPERATING SYSTEM(S). YOU HEREBY CONSENT TO IRACING'S USE OF SUCH INFORMATION FOR THE PURPOSES OF IMPROVING THE PRODUCT AND TO POLICE AND ENFORCE THE PROVISIONS OF THIS AGREEMENT.

12.2 In addition to any disclosures permitted by the Privacy Policy, iRacing may, with or without notice to you, disclose your Internet Protocol (IP) address(es), personal information, and information about you and your activities in response to a written request by law enforcement, a court order or other legal process. iRacing may use or disclose your personal information if iRacing believes that doing so may protect your safety or the safety of others.

12.3 You are wholly responsible for the cost of all telephone and Internet access charges along with all necessary equipment, consoles, gaming platform subscription, servicing, repair or correction incurred in maintaining connectivity to any computer, gaming console and/or gaming platform in connection with your use of the Product.

12.4 YOU ASSUME ALL RISK OF INJURY OR DEATH AS A RESULT OF YOUR USE OF THE PRODUCT. WITHOUT LIMITATION OF THE FOREGOING, YOU ASSUME ALL RISK OF INJURY OR DEATH AS A RESULT OF YOUR USE OF ANY HARDWARE (AS DEFINED BELOW) AND/OR COMPONENTS (AND/OR ANY ASSOCIATED SOFTWARE, INCLUDING WITHOUT LIMITATION ANY SOFTWARE INTERFACING SUCH HARDWARE AND/OR COMPONENTS WITH THE PRODUCT), SUCH AS ANY GAMING CONSOLE, GAMING PLATFORM, SCREEN, DEVICE, PERIPHERAL (COLLECTIVELY, "HARDWARE"). IRACING WILL HAVE NO LIABILITY TO YOU OR ANY OTHER PARTY FOR, AND YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS IRACING AND ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND ADVISORS FROM AND AGAINST, ANY INJURY, DEATH, PROPERTY DAMAGE OR LIABILITY ARISING AS A RESULT OF YOUR USE OF THE PRODUCT AND/OR ANY HARDWARE IN CONNECTION THEREWITH.

12.5 iRacing may include links to third-party sites or services, or information about third-party products or services. You should review the terms of use and privacy policies of all sites and services you link to from or are referred to by the Product. iRacing does not endorse or take responsibility for these third-party offerings. iRacing does not vet or take responsibility for third-party sites, services or products or the postings or communications of other users.

### 13. **Equitable Remedies**

In the event that you breach this Agreement, you hereby agree that iRacing would be irreparably damaged if this Agreement were not specifically enforced, and therefore you agree that iRacing will be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as iRacing may otherwise have available to it under applicable laws. In the event any litigation is brought by either party in connection with this Agreement, the prevailing party in such litigation will be entitled to recover from the other party all the costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation.

### 14. **Changes to this Agreement and the Product**

Except with respect to Sections 15.2 (Binding Arbitration) and 15.3 (Exceptions to Alternative Dispute Resolution), iRacing reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement or delete any of the terms and conditions of this Agreement (including the Privacy Policy, which forms and integral part of this Agreement) at any time, effective with or without prior notice; provided, however, that material changes (as determined in iRacing's sole and absolute discretion) will be disclosed as follows: iRacing will provide you with notification of any such changes by email, postal mail, website posting, pop-up screen, or in-application notice. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you must terminate, and immediately stop using, the Product and the Account. Your continued use of the Product following any revision to this Agreement constitutes your complete and irrevocable acceptance of any and all such changes. iRacing may change, modify, suspend, or discontinue any aspect of the Product at any time. iRacing may also impose limits on certain features or restrict your access to parts or all of the Product without notice or liability.

### 15. **Dispute Resolution and Governing Law**

15.1 **Informal Negotiations.** To expedite resolution and reduce the cost of any dispute, controversy or claim related to this Agreement ("Dispute"), you and iRacing agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations commence upon written notice. Your address for such notices is your billing address, with an email copy to the email address you have provided to iRacing. iRacing's address for such notices is iRacing.com Motorsport Simulations, LLC, 300 Apollo Drive Chelmsford, MA 01824 USA, Attention: Legal.

15.2 **Binding Arbitration.** If you and iRacing are unable to resolve a Dispute through informal negotiations, either you or iRacing may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party will be final and binding on the other. YOU UNDERSTAND THAT IF EITHER PARTY ELECTS TO ARBITRATE, NEITHER PARTY WILL HAVE THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL. If you are a resident of the United States, the arbitration will be commenced and conducted under the Streamlined Arbitration Rules and Procedures of JAMS (the "JAMS Rules"), which is available at the JAMS website: [www.jamsadr.com](http://www.jamsadr.com). If you reside outside the United States, the arbitration will be commenced and conducted under the WIPO Expedited Arbitration Rules, which are available at the WIPO website [www.wipo.int](http://www.wipo.int). The determination of whether a Dispute is subject to arbitration will be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation will be governed by the JAMS Rules (and, where appropriate, limited by the JAMS Consumer Rules) or by the WIPO Expedited Arbitration Rules, as applicable. If such costs are determined by the arbitrator to be excessive, iRacing will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and iRacing may litigate in court to compel arbitration, stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

15.3 **Exceptions to Alternative Dispute Resolution.** You and iRacing agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or iRacing's intellectual property rights; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (c) any claim for injunctive relief.

15.4 **Restrictions.** You and iRacing agree that any arbitration will be limited to the Dispute between iRacing and you individually. To the full extent permitted by law, (a) no arbitration will be joined with any other; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

15.5 **Location.** If you are a resident of the United States, any arbitration will take place at any reasonable location within the United States convenient for you. If you reside outside the United States, any arbitration will be initiated in Boston, Massachusetts, USA. You and iRacing agree that for any Dispute not subject to arbitration (other than claims proceeding in any small claims court), or where no election to arbitrate has been made, the Massachusetts state and Federal courts located in Boston, Massachusetts, USA have exclusive jurisdiction and you and iRacing agree to submit to the personal jurisdiction of such courts.

15.6 **Governing Law.** Except as expressly provided otherwise, this Agreement will be is governed by, and will be construed under, the laws of the USA and the Commonwealth of Massachusetts, without regard to choice of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

15.7 **Severability.** You and iRacing agree that if any portion of this Section 15 is found illegal or unenforceable (except any portion of Section 15.3), that portion will be severed and the remainder of the section will be given full force and effect. If Section 15.3 is found to be illegal or unenforceable, neither you nor iRacing will elect to arbitrate any Dispute falling within that portion of Section 15.3 found to be illegal or unenforceable and such Dispute will be decided by a court of competent jurisdiction within Boston, Massachusetts, USA, and you and iRacing agree to submit to the personal jurisdiction of that court.

## 16. **Miscellaneous**

If any provision of this Agreement is unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions. This Agreement (including the Privacy Policy, which forms an integral part of this Agreement) is the complete and exclusive statement of the agreement between you and iRacing concerning its subject matter, and this Agreement supersedes any prior or contemporaneous agreement, either oral or written, and any other

communications with regard thereto between you and iRacing. This Agreement may only be modified as set forth herein. The section headings used herein are for reference only and will not be read to have any legal effect. Whenever used in this Agreement, the word “including” will be deemed to mean “including, without limitation.”