

**IMPORTANT - READ CAREFULLY BEFORE DOWNLOADING OR USING THIS SOFTWARE:**

This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Her Interactive, Inc. for the software program "Nancy Drew: Alibi in Ashes" ("SOFTWARE") downloaded from Her Interactive, Inc. or other authorized publisher or portal. The SOFTWARE includes computer software, the associated media, and all documentation in any format. By downloading, installing, copying or otherwise using the SOFTWARE, you acknowledge that valuable consideration has been exchanged, and agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, Her Interactive, Inc. is unwilling to license the SOFTWARE to you. In such event, click "CANCEL" and/or do not download, install or use the software in any manner.

If you are a minor, your parent(s) or guardian(s), instead of you, must click ACCEPT, in which case he/she/they will take full responsibility for all obligations under this agreement. BY CLICKING "ACCEPT," YOU REPRESENT THAT YOU ARE AN ADULT AND ARE EITHER ACCEPTING THE TERMS AND CONDITIONS OF THIS EULA ON BEHALF OF YOURSELF OR ON BEHALF OF YOUR CHILD, IN WHICH CASE YOU REPRESENT THAT YOU PERSONALLY WILL BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS EULA. IF YOU ARE A MINOR AND CLICK "ACCEPT," YOU UNDERSTAND THAT YOU CANNOT LATER VOID THIS AGREEMENT AS A MINOR AND CONTINUE TO USE THE SOFTWARE AS IF YOU WERE AN ADULT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, CLICK CANCEL AND/OR DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE IN ANY MANNER.

THIS EULA APPLIES TO ALL VERSIONS OF THE SOFTWARE IDENTIFIED ABOVE, INCLUDING FREE VERSIONS AND PAID VERSIONS.

Any personal information (your name, age, email and postal address and other personal information) that you provide to Her Interactive, Inc. is subject to the Her Interactive Privacy Policy, [www.herinteractive.com/corp/privacy/privacy.shtml](http://www.herinteractive.com/corp/privacy/privacy.shtml).

**SOFTWARE LICENSE**

The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed, not sold.

1. GRANT OF LICENSE. This EULA grants you the following non-exclusive rights in the SOFTWARE:

Software: You may download, install, and use one copy of the SOFTWARE on a single computer at a time for your personal, non-commercial use. The translation, adaptation, arrangement or any other alteration of the SOFTWARE is expressly prohibited.

Storage/Network Use: You may not store or install a copy of the computer software portion of the SOFTWARE over an internal network or distribute the SOFTWARE to your other computers over an internal network or other storage media/drive.

Back-up Copy: You may make a single back-up copy of the SOFTWARE. You may use the back-up copy solely for archival purposes.

## 2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

Limitations on Reverse Engineering, Decompilation and Disassembly: Except as and only to the extent expressly permitted in this License or by applicable law, you may not reverse engineer, disassemble or decompile or otherwise reverse engineer or attempt to reverse engineer or derive code from the Software (including, without limitation, data packets over the Internet), and you hereby expressly waive any legal rights you may have to do so, including any claim that such activities constitute "Fair Use" or are for "interoperability purposes" under the Digital Millennium Copyright Act. Any such attempt shall exceed the "authorized access" you have to the System as term is defined under 18 U.S.C. § 1030. You may not create derivative works of the SOFTWARE, or any part thereof.

Separation of Components: The SOFTWARE is licensed as a single product. Its component parts may not be separated for use on more than one computer.

Rental: You may not distribute to the public, rent, lease, lend or sublicense the SOFTWARE.

Proprietary Notices: You may not remove or modify any proprietary notices on or in the SOFTWARE or documentation.

Software Transfer: You may permanently transfer all of your rights under this EULA only as part of a sale or transfer of the SOFTWARE, provided you retain no copies, you transfer all of the SOFTWARE and documentation (including all component parts, the media and printed materials, any upgrades, per this EULA) and the recipient agrees to the terms of this EULA.

You agree to comply with all applicable laws, statutes and regulations with respect to your use of the SOFTWARE, including all copyright and other intellectual property laws, and all trade regulations. The SOFTWARE may not be downloaded or exported (a) into (or to a national or resident of) Cuba, Libya, Sudan, North Korea, Iran, Syria or any other country subject to a U.S. embargo; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Parties List or Entity List.

HER INTERACTIVE, INC. RETAINS ALL RIGHTS NOT EXPRESSLY GRANTED UNDER THIS EULA. Ogg sound compression is Copyright (c) 2001, Xiphophorus. Bink Video is Copyright (c) 1997-2008 by RAD Game Tools, Inc. Nancy Drew is a registered trademark of Simon & Schuster, Inc. Licensed by permission of Simon & Schuster, Inc. Copyright in the Nancy Drew books and characters is owned by Simon & Schuster, Inc.

3. SUPPORT. You are solely responsible for ensuring that your computer and internet connections meet the minimum requirements necessary to download and use the SOFTWARE. Her Interactive, Inc. has no obligation to provide support or maintenance for the SOFTWARE. Her Interactive, Inc. may, in its sole discretion and subject to availability of Her Interactive, Inc.'s resources and personnel, respond to questions regarding the SOFTWARE from authorized end users.

#### 4. LIMITED WARRANTY AND DISCLAIMER.

Her Interactive, Inc. warrants to the original purchaser of the SOFTWARE that for a period of ninety (90) days from the date of acquisition (a) the SOFTWARE will substantially perform in accordance with the functionality described in the applicable documentation; and (b) the media on which the SOFTWARE is delivered, if provided by Her Interactive, Inc., will be free from defects in materials; provided that Her Interactive, Inc. does not warrant that the SOFTWARE will meet your requirements or that your use or operation of the SOFTWARE will be secure, uninterrupted or error-free. This limited warranty is void in the event the SOFTWARE or media have been subjected to misuse, damage, or excessive wear or if you have violated any provision of this EULA.

As your sole remedy and Her Interactive, Inc.'s sole liability for breach of this limited warranty, in Her Interactive Inc's sole discretion it will (a) replace without charge defective media returned by you during the ninety (90) day period; or (b) refund the amount you actually paid, if any, for the SOFTWARE. This limited warranty is void in the event the SOFTWARE or media have been subjected to misuse, damage, or excessive wear.

EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE, THE SOFTWARE, DOCUMENTATION AND ALL COMPONENT PARTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED AND NO DISTRIBUTOR, AGENT OR EMPLOYEE OF HER INTERACTIVE, INC. IS AUTHORIZED TO MAKE ANY WARRANTY WITH RESPECT TO THE SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HER INTERACTIVE, INC. AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL OTHER WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SOFTWARE, DOCUMENTATION AND ALL OTHER MATERIALS; ALL OF THE ABOVE ARE PROVIDED WITH ALL FAULTS, AND YOU ASSUME ALL RISK AS TO COMPATIBILITY WITH YOUR COMPUTER SYSTEMS, SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS; YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

5. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY WHETHER IN TORT, CONTRACT OR OTHERWISE SHALL HER INTERACTIVE, INC. OR ITS SUPPLIERS, LICENSORS OR RESELLERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF HER INTERACTIVE, INC. HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING ELSE HEREIN, HER INTERACTIVE, INC.'S LIABILITY UNDER OR IN RELATION TO THIS EULA AND/OR THE SOFTWARE SHALL NOT EXCEED THE LICENSE FEE YOU ACTUALLY PAID FOR THE SOFTWARE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS DISCLAIMER SHALL BE INDEPENDENT OF ANY OTHER LIMITATION ON REMEDIES SET FORTH HEREIN.

6. INDEMNIFICATION. You agree to hold indemnify, defend and hold harmless Her Interactive, Inc., its licensors and suppliers, and each of their officers, directors and employees, from and against any losses, damages, fines and expenses (including attorneys' fees and costs) arising out of or relating to your breach of this EULA. If you are importing the SOFTWARE from the United States, you are solely responsible and shall indemnify and hold Her Interactive, Inc. harmless from and against any import/export duties or other claims relating to such importation.

7. TERMINATION. Without prejudice to any other rights or remedies of Her Interactive, Inc., this EULA and the rights granted to you shall terminate immediately and without further notice if you fail to comply with any term or condition of this EULA. You may terminate this EULA upon written notice to Her Interactive, Inc. Upon termination of this EULA for any reason, you must immediately discontinue all use of the SOFTWARE and destroy all copies of the SOFTWARE and all of its component parts and permanently delete all such files (including your backup copy) from your computer and digital storage devices. Your payment obligations and the provisions of Sections 4 – 11 shall survive termination of this EULA for any reason.

8. DISPUTES. You agree that any dispute or claim under or in relation to this EULA and/or the SOFTWARE shall be submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), including the AAA Rules for Emergency Measures of Protection, before a single arbitrator in Seattle, Washington. The decision of the arbitrator may be entered and enforced in any court of competent jurisdiction. Any demand for arbitration must be filed within one (1) year of the date the party asserting the claim knows or reasonably should know of the act, omission or default giving rise to the claim, and there shall be no right or remedy for any claim not asserted within such period (or the shortest period in excess of one year permitted under applicable law, if such law prohibits a one-year limitations period.) The parties agree that an arbitration claim is an action for purposes of any applicable statutes of limitation found in Washington law, and that any such statutes of limitation apply to this Agreement.

9. INJUNCTIVE RELIEF. Notwithstanding anything else herein, you agree that Her Interactive, Inc. may seek and obtain injunctive relief in any court of competent jurisdiction and without requirement to post bond for any breach of Her Interactive, Inc.'s or its suppliers' or licensors' intellectual property rights, because such injury could not be adequately compensated by money damages.

10. RESTRICTED RIGHTS. The SOFTWARE is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software--Restricted Rights at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR supplement, as applicable. The manufacturer of the SOFTWARE is Her Interactive, Inc., 1150 - 114th Ave S.E., Suite 200 Bellevue, WA 98004.

11. PHOTOSENSITIVITY SEIZURE WARNING.

A very small percentage of users may experience seizures when exposed to certain light patterns, saturated red colors or flashing lights. Exposure to certain patterns or backgrounds on a video monitor, or while playing video games attached to a television set, may induce an epileptic seizure. These conditions may induce previously undetected epileptic symptoms even in persons who have no history of prior seizures or epilepsy.

If you, or anyone in your family, have an epileptic condition, consult your physician prior to playing. If you experience any of the following symptoms while playing a video or computer game -- dizziness, altered vision, eye or muscle twitches, loss of awareness, disorientation, any involuntary movement, or convulsions -- IMMEDIATELY discontinue use and consult your physician before resuming play.

12. MISCELLANEOUS. This EULA constitutes the complete agreement between you and Her Interactive, Inc. with respect to its subject matter, notwithstanding any purchase order or other writing. This EULA may only be modified by a writing signed by you and Her Interactive, Inc.'s authorized representative. If any provision of this EULA is held by a court of competent jurisdiction to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances. Waiver of any breach of any provision of this EULA shall not be deemed a waiver of any subsequent or continuing breach. This EULA shall be governed exclusively by the laws of the State of Washington, without regard to conflicts of law provisions, and you hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts sitting in the State of Washington (subject to the arbitration provisions of this EULA.) Any translation of this License is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this License shall govern.

For further information regarding our products, or to register your product online, visit our web site at [www.herinteractive.com](http://www.herinteractive.com).

---

#### MICROSOFT SOFTWARE LICENSE TERMS: MICROSOFT DIRECTX END USER RUNTIME

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft updates, supplements, Internet-based services, and support services for this software, unless other terms accompany those items. If so, those terms apply.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE.

If you comply with these license terms, you have the rights below.

1. INSTALLATION AND USE RIGHTS. You may install and use any number of copies of the software on your devices.

2. SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not work around any technical limitations in the software; reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation; make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation; publish the software for others to copy; rent, lease or lend the software; transfer the software or this agreement to any third party; or use the software for commercial software hosting services.

3. **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.

4. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

5. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).

6. **SUPPORT SERVICES.** Because this software is “as is,” we may not provide support services for it.

7. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

8. **APPLICABLE LAW.**

a. **United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

b. **Outside the United States.** If you acquired the software in any other country, the laws of that country apply.

9. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

10. **DISCLAIMER OF WARRANTY.** THE SOFTWARE IS LICENSED “AS-IS.” YOU BEAR THE RISK OF USING IT. MICROSOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11. **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES.** YOU CAN RECOVER FROM MICROSOFT AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.

This limitation applies to anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.