

Unreal Engine ロゴ

Unreal サブスクリプション体験版エンドユーザー ライセンス契約

This Trial Offer Agreement (“Agreement”) is a legal document detailing your rights and obligations related to using certain Epic products (“Trial Products”) on a limited, evaluation basis. By downloading or using the Trial Products, you are agreeing to be bound by the terms of this Agreement, and this Agreement will be effective upon the first of those events to occur. If you do not or cannot agree to the terms of this Agreement, do not use the Trial Products. When we say, “you”, “your” or “yourself”, we mean you as an individual or the legal entity exercising rights under this Agreement through you. When we say “Epic”, “we” or “us”, we are referring to the Epic entity responsible for providing the Trial Products in your region as detailed in Section 5.

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS A CLASS-ACTION WAIVER PROVISION. IF YOU ACCEPT THIS AGREEMENT, YOU AND EPIC AGREE TO RESOLVE DISPUTES ONLY IN YOUR INDIVIDUAL CAPACITIES AND NOT AS PART OF A CLASS ACTION (SEE SECTION 11). YOU HAVE A TIME-LIMITED RIGHT TO OPT OUT OF THIS WAIVER. BY AGREEING TO THE TERMS OF THIS AGREEMENT, YOU ARE ALSO AGREEING TO CONTRACTUAL TERMS THAT WILL LIMIT SOME OF YOUR LEGAL RIGHTS, INCLUDING A DISCLAIMER OF WARRANTY, AN EXCLUSION OF CERTAIN KINDS OF DAMAGES, AND A LIMITATION OF LIABILITY.

You and Epic agree to waive any jurisdictional, venue, or inconvenient forum objections to such courts (without affecting either party’s rights to remove a case to federal court if permissible), as well as any right to a jury trial.

The Trial Products

#### 1. The Trial Products Licensed to You

The following Trial Products are licensed to you under this Agreement:

- Unreal Engine, Epic’s real-time 3D creation tool, whose standard terms are the Unreal Engine End User License Agreement.
- RealityCapture, Epic’s photogrammetry tool, whose standard terms are the RealityCapture End User License Agreement. Users located, organized, or ordinarily resident in Russia or Belarus are not eligible to license RealityCapture.
- Twinmotion, Epic’s real-time visualization tool, whose standard terms are the Twinmotion End User License Agreement

By entering into this Agreement, you also agree to the standard terms identified above (“Standard Terms”).

#### 2. How You Can Use the Trial Products

##### a. The Trial Period

Epic may offer you the opportunity to evaluate a Trial Product for 30 days following your first use of the Trial Product (“Trial Period”). During a Trial Period, Epic grants you a non-exclusive,

non-transferable, non-sublicensable license to privately use, reproduce, display, perform, and modify the Trial Product in accordance with its Standard Terms, as modified by the provisions of this Agreement (“Trial License”). This means that when using a Trial Product, you must comply with all restrictions stated in its Standard Terms and this Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of the Standard Terms, however, the provisions of this Agreement shall prevail.

Regardless of anything to the contrary in the Standard Terms, you may only exercise the Trial License for your internal, evaluation purposes. Neither the Trial Products nor anything you create with or export from the Trial Products may be used for commercial purposes.

#### b. The End of the Trial Period

At the end of a Trial Period, a Trial Product’s Standard Terms will apply to your continued use of the Trial Product unless you and Epic have entered into a separate agreement for the Trial Product. The end of the Trial Period does not affect your ability to access software downloaded to or installed on your device. At the end of the Trial Period the Trial Product’s Standard Terms, or a separate agreement between you and Epic governing your continued use of the Trial Product, may require you to pay royalties, seat fees, or a combination of the two.

### Our Relationship

#### 3. The Agreement Between You and Epic

##### a. Amendments

If we make changes to this Agreement, you are not required to accept the amended Agreement, and this Agreement will continue to govern your use of any Trial Periods you have already started. You may not, however, be allowed to access certain Epic services or download Trial Products unless you have accepted the amended Agreement. If we make changes, we will provide you with notice, such as by sending an email or giving you notice when you next log into an Epic service.

##### b. Alternative Terms

This Agreement does not supersede, amend or otherwise affect other agreements you may have with us or any sublicensor authorized by us. This means, for example, that if you have already purchased a license from us to one of the Trial Products, you can continue to use the Trial Product under the terms of your purchased license.

##### c. Notice

Where this Agreement calls for notice from us, including written notice, we may provide notice to you through the Epic services or by any email address that you’ve provided to us. Our notices, when provided to you through the Epic services, will be effective when you access the Epic services, and when sent to you by email, will be effective when they are sent.

#### 4. Who are You?

##### a. You

If you use the Trial Products on behalf of another person or entity, (i) all references to “you” throughout this Agreement will include, and this Agreement will be binding on, that person or entity, (ii) you represent that you are authorized to accept this Agreement on that person’s or entity’s behalf, and (iii) in the event you violate this Agreement, that person or entity agrees to be responsible to us.

##### b. Eligibility for This Agreement

If you are under the age of legal majority where you live or otherwise require the consent of a parent or legal guardian to enter into this Agreement under applicable law, you may use the Trial Products only under the supervision of a parent or legal guardian who also agrees to be bound by this Agreement. Additionally, you may not enter into the Agreement unless you meet all eligibility requirements for entering into the Standard Terms. If you or the corporate entity or group to which you belong has already used the Trial Products pursuant to a Trial Offer Agreement associated with any existing account, you may not do so again without entering into a separate agreement with Epic.

##### c. Epic Account

In order to access and download the Trial Products, you must first set up an account with us, which will be governed by Epic’s Terms of Service ([epicgames.com/tos](https://www.epicgames.com/tos)).

#### 5. Who is Epic?

The Epic entity entering into this Agreement with you corresponds to where you live, as set forth below:

If you live (or if the primary place of business of the entity on whose behalf you are using the Trial Products is):

- In the United States of America the Epic entity entering into this Agreement with you is Epic Games, Inc.
- Outside of the United States of America the Epic entity entering into this Agreement with you is Epic Games Commerce GmbH.

#### 6. Privacy

Your privacy is important to us. Please review our Privacy Policy ([epicgames.com/privacypolicy](https://www.epicgames.com/privacypolicy)). It describes how we collect, use, and share information when you use the Epic services.

#### Other Rights and Obligations

## 7. Disclaimers

Nothing in this Agreement will prejudice any statutory rights that you have that may not be waived. Some countries, states, provinces or other jurisdictions do not allow the exclusion of certain warranties or the limitation of liability as stated in this and the next sections, so the below terms may not fully apply to you. In those jurisdictions, the exclusions and limitations below apply only to the extent permitted by the applicable laws of such jurisdictions.

THE TRIAL PRODUCTS, INCLUDING ALL INFORMATION, CONTENT, MATERIALS, CODE, AND SOFTWARE, ARE PROVIDED BY EPIC ON AN "AS IS" AND "AS AVAILABLE" BASIS. EPIC AND ITS AFFILIATES, LICENSORS AND SERVICE PROVIDERS (THE "EPIC PARTIES") MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE TRIAL PRODUCTS. YOUR USE OF THE TRIAL PRODUCTS IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, THE EPIC PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. THE EPIC PARTIES DO NOT WARRANT THAT THE TRIAL PRODUCTS IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FOREGOING WARRANTY DISCLAIMERS WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

## 8. Limitation of Liability

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE EPIC PARTIES, WILL NOT BE LIABLE FOR ANY LOSS OF PROFITS OR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. FURTHER, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE EPIC PARTIES' AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED \$1000. SEEKING DAMAGES AS LIMITED BY THIS SECTION 8 SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY ACT OR OMISSION OF THE EPIC PARTIES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY AND EXCLUSIONS OF POTENTIAL DAMAGES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

## 9. Indemnification

Regardless of anything stated in the Standard Terms, Epic has no obligation to indemnify, defend or hold you harmless from any claim related to the Trial Products. Any indemnification obligations that you have under the Standard Terms apply to the Trial Products.

## 10. Governing Law and Jurisdiction

Any dispute or claim by you arising out of or related to this Agreement will be governed by New York law, exclusive of its choice of law rules. You and Epic agree to submit to the exclusive jurisdiction of the Supreme Court of New York County, New York, or, if federal court jurisdiction exists, the United States District Court for the Southern District of New York. You and Epic agree

to waive any jurisdictional, venue, or inconvenient forum objections to such courts (without affecting either party's rights to remove a case to federal court if permissible), as well as any right to a jury trial. The Convention on Contracts for the International Sale of Goods will not apply. Any law or regulation which provides that the language of a contract will be construed against the drafter will not apply to this Agreement. This paragraph will be interpreted as broadly as applicable law permits.

## 11. No Class Actions

To the maximum extent permitted by applicable law, you and Epic agree to only bring disputes arising out of or related to this Agreement in an individual capacity and will not:

- seek to bring, join, or participate in any class or representative action, collective or class-wide arbitration, or any other action where another individual or entity acts in a representative capacity (e.g., private attorney general actions); or
- consolidate or combine individual proceedings or permit another to do so without the express consent of all parties to this Agreement.

You have the right to opt-out of this class action waiver within 30 days of the date on which you first accepted this Agreement unless a longer period is required by applicable law. To exercise this right, you must send written notice of your decision to the following address: Epic Games, Inc., Legal Department, ATTN: CLASS ACTION OPT-OUT, Box 254, 2474 Walnut Street, Cary, North Carolina, 27518, U.S.A. Your notice must include your name, mailing address, and account name, and state that you wish opt-out of this class action waiver. To be effective, this notice must be received by Epic and postmarked or deposited within 30 days of the date on which you first accepted this Agreement. You are responsible for ensuring that Epic receives your opt-out notice, so you may wish to send it by a means that provides for a delivery receipt.

## 12. Miscellaneous

### a. No Assignment

You may not assign your rights or obligations under this Agreement, including any rights to use the Trial Products. Any attempted assignment in violation of the foregoing will be void. We may assign this Agreement, in whole or in part, with or without notice to you.

### b. Relationship of the Parties

The relationship between you and Epic will be that of independent signatories, and nothing in this Agreement will be construed to constitute either party an agent of the other party. Without limiting the foregoing, neither party will have authority to act for or to bind the other party in any way, including to make representations or warranties or to execute agreements on behalf of the other party. This Agreement will not be construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon any party.

c. Language

To the fullest extent permitted by applicable law, the controlling language for this Agreement is English. It is the express wish of the parties that this Agreement and all related documents have been drawn up in English. Any translation has been provided for your convenience.

d. No Waiver; Severability

Any act by Epic to exercise, or failure or delay in exercise of, any of its rights under this Agreement, at law or in equity will not be deemed a waiver of those or any other rights or remedies available in contract, at law or in equity. Unless otherwise stated in this Agreement, if any term of this Agreement is held by a court or tribunal of competent jurisdiction to be unenforceable, the term will be enforced to the maximum extent permissible and the remaining terms of this Agreement will remain in full force and effect. You agree that this Agreement does not confer any rights or remedies on any person other than the parties to this Agreement, except as expressly stated. Epic's obligations are subject to existing laws and legal process, and Epic may comply with law enforcement or regulatory requests or requirements despite any contrary term in this Agreement.

e. Survival

Upon conclusion of this Agreement, all rights and remedies of Epic will survive.

f. Entire Agreement

This Agreement and any document or information referred to in this Agreement constitute the entire agreement between you and Epic relating to the subject matter covered by this Agreement. All other communications, proposals, and representations with respect to the subject matter covered by this Agreement are excluded.

エンドユーザー ライセンス契約を読み、その内容に同意します  
承諾する