

XBOX 360

**BEN
10
ULTIMATE
ALIEN**

**COSMIC
DESTRUCTION**

EVERYONE 10+
ENFANTS et ADULTES 10+

E
10+

CONTENT RATED BY
CONTENU ÉVALUÉ PAR
ESRB

**INSTRUCTION BOOKLET
LIVRET D'INSTRUCTION**

CN
CARTOON NETWORK


D3 PUBLISHER

⚠ WARNING Before playing this game, read the Xbox 360® Instruction Manual and any peripheral manuals for important safety and health information. Keep all manuals for future reference. For replacement manuals, see www.xbox.com/support or call Xbox Customer Support.

Important Health Warning About Playing Video Games

Photosensitive seizures

A very small percentage of people may experience a seizure when exposed to certain visual images, including flashing lights or patterns that may appear in video games. Even people who have no history of seizures or epilepsy may have an undiagnosed condition that can cause these “photosensitive epileptic seizures” while watching video games.

These seizures may have a variety of symptoms, including lightheadedness, altered vision, eye or face twitching, jerking or shaking of arms or legs, disorientation, confusion, or momentary loss of awareness. Seizures may also cause loss of consciousness or convulsions that can lead to injury from falling down or striking nearby objects.

Immediately stop playing and consult a doctor if you experience any of these symptoms. Parents should watch for or ask their children about the above symptoms—children and teenagers are more likely than adults to experience these seizures. The risk of photosensitive epileptic seizures may be reduced by taking the following precautions: Sit farther from the screen; use a smaller screen; play in a well-lit room; do not play when you are drowsy or fatigued.

If you or any of your relatives have a history of seizures or epilepsy, consult a doctor before playing.

ESRB Game Ratings

The Entertainment Software Rating Board (ESRB) ratings are designed to provide consumers, especially parents, with concise, impartial guidance about the age-appropriateness and content of computer and video games. This information can help consumers make informed purchase decisions about which games they deem suitable for their children and families.

ESRB ratings have two equal parts:

- **Rating Symbols** suggest age appropriateness for the game. These symbols appear on the front of virtually every game box available for retail sale or rental in the United States and Canada.
- **Content Descriptors** indicate elements in a game that may have triggered a particular rating and/or may be of interest or concern. The descriptors appear on the back of the box next to the rating symbol.



For more information, visit www.ESRB.org

TABLE OF CONTENTS

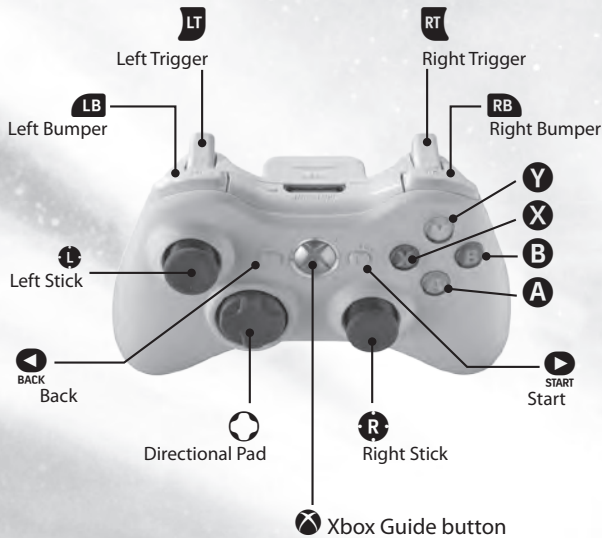
Game Controls 2
 Game Screen 3
 Saving Your Game 3
 Xbox LIVE 3
 Limited Warranty 8
 Customer Support 8

CARTOON NETWORK, BEN 10 ULTIMATE ALIEN, the logos and all related characters and elements are trademarks of and © Cartoon Network. (s10)

Game and Software © 2010 D3 Inc. Published exclusively by D3Publisher or its affiliates worldwide. D3Publisher and its logo are trademarks or registered trademarks of D3Publisher of America, Inc., or its affiliates. Developed by Papaya Studio Corporation. Papaya Studio Corporation, Papaya Engine V8 and their logos are trademarks of Papaya Studio Corporation. All rights reserved. BEN 10 ULTIMATE ALIEN uses Havok®. © Copyright 1999 - 2010 Havok.com, Inc. (and its licensors). All rights reserved. See www.havok.com for details.



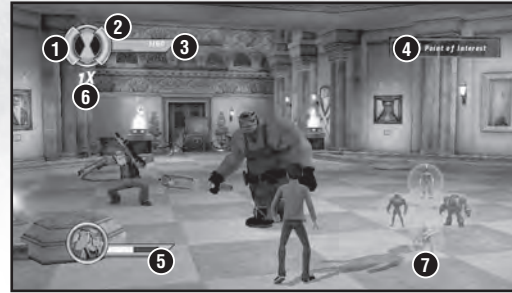
GAME CONTROLS



GAME CONTROLS

CONTROLS	ACTIONS
Left Stick	Move Ben
Right Stick	Move the Camera / (Change Aliens)
Directional pad	Navigate Menus
X button	Melee Attack/ (Special Attack 1)
Y button	Block / Counter Attack / (Special Attack 2)
A button	Select / Jump / (Special Attack 3)
B button	Interact / (Special Attack 4)
Left Bumper	Center the camera behind Ben
Left Trigger (Hold)	Press and hold then use the right stick to Quick Switch into any of the four alien forms
Right Trigger (Hold)	Press and hold then press the X, Y, A, B buttons to perform Special Attacks
Start button	Pause game / Options menu
Right stick button	Modify Quick Switch

GAME SCREEN



- 1 – Health Bar
- 2 – Energy Bar
- 3 – DNA XP
- 4 – Point of Interest / The direction you need to go
- 5 – Boss Health Bar
- 6 – Combo Meter
- 7 – Quick Switch Display

SAVING YOUR GAME

BEN 10 ULTIMATE ALIEN: Cosmic Destruction allows you to save your game progress at various save points throughout the level. In order to save your progress, step onto the save point to activate it. Once activated, press the Interact button (B button) to initiate the save.

You will also be prompted to save your progress at the end of each level after the Post Mission screen.

You will need 1176 KB of free space on the Storage Device in order to save your game.

Xbox LIVE

Xbox LIVE® is your connection to more games, more entertainment, more fun. Go to www.xbox.com/live to learn more.

Connecting

Before you can use Xbox LIVE, connect your Xbox 360 console to a high-speed Internet connection and sign up to become an Xbox LIVE member. For more information about connecting, and to determine whether Xbox LIVE is available in your region, go to www.xbox.com/live/countries.

Family Settings

These easy and flexible tools enable parents and caregivers to decide which games young game players can access based on the content rating. Parents can restrict access to mature-rated content. Approve who and how your family interacts with others online with the Xbox LIVE service, and set time limits on how long they can play. For more information, go to www.xbox.com/familysettings.

⚠ AVERTISSEMENT Avant de jouer à ce jeu, veuillez lire le manuel d'utilisation Xbox 360[®] ainsi que les manuels de tout autre périphérique pour obtenir toutes les informations importantes relatives à la santé et à la sécurité. Archivez correctement tous les manuels afin de pouvoir les retrouver facilement. Pour obtenir des manuels de remplacement, veuillez consulter www.xbox.com/support ou appeler le service clientèle Xbox.

Avis important sur la santé des personnes jouant aux jeux vidéo

Crises d'épilepsie photosensible

Pour un très faible pourcentage de personnes, l'exposition à certains effets visuels, notamment les lumières ou motifs clignotants pouvant apparaître dans les jeux vidéo, risque de provoquer une crise d'épilepsie photosensible, même chez des personnes sans antécédent épileptique.

Les symptômes de ces crises peuvent varier; ils comprennent généralement des étourdissements, une altération de la vision, des mouvements convulsifs des yeux ou du visage, la crispation ou le tremblement des bras ou des jambes, une désorientation, une confusion ou une perte de connaissance momentanée. Ces crises peuvent également provoquer une perte de connaissance ou des convulsions pouvant engendrer des blessures dues à une chute ou à un choc avec des objets avoisinants.

Cessez immédiatement de jouer et consultez un médecin si vous ressentez de tels symptômes. Il est conseillé aux parents de surveiller leurs enfants et de leur poser des questions concernant les symptômes ci-dessus: les enfants et les adolescents sont effectivement plus sujets à ce genre de crise que les adultes. Pour réduire le risque d'une crise d'épilepsie photosensible, il est préférable de prendre les précautions suivantes: s'asseoir à une distance éloignée de l'écran, utiliser un écran de petite taille, jouer dans une pièce bien éclairée et éviter de jouer en cas de somnolence ou de fatigue.

Si vous, ou un membre de votre famille, avez des antécédents de crises d'épilepsie, consultez un médecin avant de jouer.

Classifications ESRB pour les jeux

Les classifications de l'Entertainment Software Rating Board (ESRB) sont conçues pour fournir aux consommateurs, aux parents en particulier, des conseils objectifs et clairs au sujet de l'âge approprié et du contenu des jeux informatiques et des jeux vidéo. Ces informations permettent aux consommateurs d'acheter les jeux qu'ils considèrent appropriés pour leurs enfants et leurs familles en toute connaissance de cause.

Les classifications ESRB se divisent en deux parties égales :

- Les **symboles de classification** suggèrent l'âge approprié pour le jeu. Ces symboles apparaissent sur quasiment chaque boîte de jeu disponible à la vente ou à la location aux États-Unis et au Canada.
- Les **descriptions de contenu** indiquent quels éléments du jeu pourraient avoir influencé une telle classification et/ou pourraient être sources d'intérêt ou d'inquiétude. Ces descriptions apparaissent au dos de la boîte près du symbole de classification.



Pour plus d'informations, consultez le site www.ESRB.org

TABLE DES MATIERES

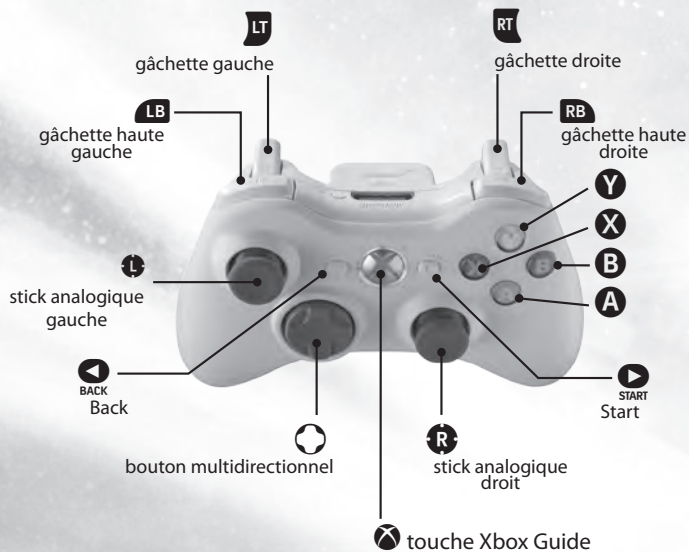
Commandes du jeu	6
Écran de jeu	7
Sauvegardex	7
Xbox LIVE	7
Service clientèle	9
Garantie limitée	9

CARTOON NETWORK, BEN 10 ULTIMATE ALIEN, the logos and all related characters and elements are trademarks of and © Cartoon Network.
(s10)

Game and Software © 2010 D3 Inc. Published exclusively by D3Publisher or its affiliates worldwide. D3Publisher and its logo are trademarks or registered trademarks of D3Publisher of America, Inc., or its affiliates. Developed by Papaya Studio Corporation. Papaya Studio Corporation, Papaya Engine V8 and their logos are trademarks of Papaya Studio Corporation. All rights reserved. BEN 10 ULTIMATE ALIEN uses Havok®. © Copyright 1999 - 2010 Havok.com, Inc. (and its licensors). All rights reserved. See www.havok.com for details.



COMMANDES DU JEU



COMMANDES

CONTRÔLES	COMMANDES DU JEU
Stick analogique gauche	Déplacer Ben
Stick analogique droit	Déplacer la caméra / (Change extraterrestres)
Bouton multidirectionnel	Parcourir le menu
Touche X	Attaque au corps à corps / (Attaque spéciale 1)
Touche Y	Parer / Contre-attaque / (Attaque spéciale 2)
Touche A	Sélectionner / Sauter / (Attaque spéciale 3)
Touche B	Interagir / (Attaque spéciale 4)
gâchette haute gauche	Centrer la caméra derrière Ben
gâchette gauche (maintenez enfoncée)	Appuyez et maintenez enfoncée, puis utilisez le joystick droit pour exécuter une métamorphose rapide en l'une des quatre formes extraterrestres.
gâchette droite (maintenez enfoncée)	Appuyez et maintenez enfoncée, puis appuyez sur les touches X, Y, A ou B pour exécuter des attaques spéciales.
Touche START	Mettre le jeu en pause / Menu Options
Stick analogique droit (appuyer)	Modifier la métamorphose rapide

ÉCRAN DE JEU



- 1 - Barre de santé
- 2 - Barre d'énergie
- 3 - XP DNA
- 4 - Point d'intérêt / Direction dans laquelle vous devez aller
- 5 - Barre de santé du boss
- 6 - Jauge d'enchaînement
- 7 - Affichage de métamorphose rapide

SAUVEGARDER

BEN 10 ULTIMATE ALIEN: Cosmic Destruction vous permet de sauvegarder la progression de votre partie à divers endroits du niveau. Pour effectuer une sauvegarde, positionnez-vous sur le point de sauvegarde pour l'activer. Une fois celui-ci activé, appuyez sur la touche Interagir (Bouton **B**) pour démarrer la sauvegarde.

Vous serez invité à sauvegarder votre progression à l'issue de chaque niveau après l'écran d'après-mission.

Vous aurez besoin de 1176 Ko d'espace disponible sur le périphérique de stockage pour sauvegarder.

Xbox LIVE

Xbox LIVE® vous connecte à plus de jeux, plus de fun. Pour en savoir plus, rendez-vous sur www.xbox.com/live.

Connexion

Avant de pouvoir utiliser Xbox LIVE, vous devez raccorder votre console Xbox 360 à une connexion à large bande ou haut débit et vous inscrire pour devenir membre du service Xbox LIVE. Pour savoir si Xbox LIVE est disponible dans votre région et pour de plus amples renseignements sur la connexion au service Xbox LIVE, rendez-vous sur le site www.xbox.com/live/countries.

Contrôle parental

Ces outils flexibles et faciles d'utilisation permettent aux parents et aux tuteurs de décider à quels jeux les jeunes joueurs peuvent accéder en fonction de la classification du contenu du jeu. Les parents peuvent restreindre l'accès aux contenus classés pour adulte. Approuvez qui et comment votre famille interagit avec les autres personnes en ligne sur le service Xbox LIVE et fixez une limite de temps de jeu autorisé. Pour plus d'informations, rendez-vous sur le site www.xbox.com/familysettings.

CUSTOMER SUPPORT

Website: www.d3publisher.us

The best place to go for tips and strategies on playing our games!

Phone: 1-408-235-2221

Work Hours: Monday – Friday, 9am – 5pm PST

Email: support@d3p.us

LIMITED WARRANTY

D3Publisher warrants to the original purchaser that this D3Publisher game disc shall be free from defects in material and workmanship for a period of ninety (90) days from the date of purchase. If a defect covered by this limited warranty occurs during this 90-day limited warranty period, D3Publisher will repair or replace the defective game pack or component part, at its option, free of charge.

This limited warranty does not apply if the defects have been caused by negligence, accident, unreasonable use, modification, tampering, or any other cause not related to defective material or workmanship. The End User License Agreement is available on www.d3publisher.us.

LIMITATIONS ON WARRANTY

Any applicable implied warranties of merchantability and fitness for a particular purpose, are hereby limited to (90) days from the date of purchase and are subject to the conditions set forth herein. In no event shall D3Publisher be liable for consequential or incidental damages resulting from the possession or use of this product.

The provisions of the limited warranty are valid in the United States only. Some states do not allow limitations on how long an implied warranty lasts, or exclusion of consequential or incidental damages, so the above limitation or exclusion may not apply to you. This limited warranty provides you with specific legal rights. You may have other rights which vary from state to state.

DEFECTIVE PRODUCT RETURNS OR EXCHANGES

Before returning any defective materials to us, please contact us for a Return Merchandise Authorization (RMA) number. You can reach us at the address below, via email at support@d3p.us or contact us at 1-408-235-2221. Please note that any materials sent to us without an RMA number will be refused and returned. We highly recommend that you use a traceable and / or insured method of shipping the materials to us.

D3Publisher

ATTN: Customer Service

4555 Great America Parkway, Suite 201

Santa Clara, CA 95054

SERVICE CLIENTELE

Site Web: www.d3publisher.us

L'endroit par excellence où vous trouverez des trucs et des stratégies pour nos jeux !

Téléphone: 1-408-235-2221

Heures de travail: lundi au vendredi, de 9h00 à 17h00 (HNP)

Courriel: support@d3p.us

GARANTIE LIMITEE

D3Publisher garantit à l'acheteur original que cet ensemble de jeu de D3Publisher doit être exempt de défauts de matériaux et de fabrication pendant un délai de quatre-vingt-dix (90) jours à compter de la date d'achat. Si un tel défaut couvert par cette garantie limitée se produit pendant la période de garantie limitée de 90 jours, D3Publisher réparera ou remplacera l'ensemble de jeu ou la pièce présentant un défaut, à son gré, gratuitement.

Cette garantie limitée ne s'applique pas, si les défauts ont été causés par la négligence, les accidents, l'utilisation abusive, la modification, l'altération ou toute autre cause non liée à un défaut de matériel ou de fabrication. L'accord de licence de l'utilisateur final est disponible à l'adresse www.d3publisher.us.

RESTRICTIONS DE GARANTIE

Toutes les garanties applicables implicites de qualité marchande et d'adéquation à un usage particulier, sont limitées à une période de (90) jours à compter de la date d'achat et sont soumis aux conditions énoncées dans les présentes. En aucun cas, D3Publisher être tenu responsable des dommages indirects ou accessoires résultant de la possession ou de l'utilisation de ce produit.

Les dispositions de la garantie limitée sont valables aux États-Unis seulement. Certains états ne permettent pas de limiter la durée d'une garantie implicite, ni d'exclure des dommages indirects ou accidentels. Donc, il se peut que les restrictions ou exclusions qui précèdent ne s'appliquent à vous. Cette garantie limitée vous confère des droits juridiques spécifiques. Il se peut que vous bénéficiez de d'autres droits, qui varient d'état en état.

RETOURS OU ÉCHANGES D'UN PRODUIT DÉFECTUEUX

Avant de nous retourner tout matériel défectueux, veuillez nous contacter pour obtenir une autorisation de retour de marchandise (NRM). Vous pouvez nous joindre à l'adresse ci-dessous, par courriel à support@d3p.us ou par téléphone au 1-408-235-2221. Veuillez noter que tous les documents envoyés ne comportant pas de numéro NRM seront refusés et retournés. Nous vous recommandons fortement d'utiliser un mode d'expédition traçable et / ou assuré, pour l'envoi du matériel.

D3Publisher

À l'attention de : Customer Service

4555 Great America Parkway, Suite 201

Santa Clara, CA 95054

BRING ON THE BATTLES!

DON'T JUST GO HERO. GO ULTIMATE.

IN STORES NOW!



VILGAX



BIG CHILL



RATH

À L'ATTAQUE!

NE TE CONTENTE PAS D'ÊTRE
UN HÉROS. SOIS UN ULTIMATE.

DISPONIBLE
DÈS MAINTENANT!



SCHOLASTIC ULTIMATE GUIDE BOOK
GUIDE D'ENSEIGNEMENT ULTIMATE



ALIEN CREATION
CHALLENGE

DÉFI DE CRÉATION
EXTRATERRESTRE

VUESCOPE ULTIMATRIX

ULTIMATRIX
VUESCOPE



ALIEN CREATION
TRANSPORTER

VÉHICULE DE TRANSPORT DE
CRÉATION EXTRATERRESTRE



Microsoft, Xbox, Xbox 360, Xbox LIVE, and the Xbox logos are trademarks of the Microsoft group of companies.

CARTOON NETWORK, the logo, BEN 10 ULTIMATE ALIEN and all related characters and elements are trademarks of and © 2010 Cartoon Network. All other marks are property of their respective owners. © 2010 Mattel Inc. All Rights Reserved.

**D3 PUBLISHER OF AMERICA, INC.
END USER LICENSE AGREEMENT**

IMPORTANT - READ CAREFULLY: THE SOFTWARE PROGRAM, WHICH INCLUDES COMPUTER SOFTWARE, THE MEDIA AND RELATED DOCUMENTATION IN PRINTED OR ELECTRONIC FORM, ("PROGRAM") IS LICENSED TO YOU ON THE TERMS SET FORTH BELOW, WHICH CONSTITUTES A LEGAL AGREEMENT BETWEEN YOU AND D3 PUBLISHER OF AMERICA, INC., ("COMPANY"). BY DOWNLOADING THIS PROGRAM, AND/OR INSTALLING OR OTHERWISE USING THE PROGRAM, YOU AGREE TO BE LEGALLY BOUND THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS END USER LICENSE AGREEMENT ("AGREEMENT"), YOU ARE NOT AUTHORIZED TO DOWNLOAD OR USE THIS GAME.

The Program is protected by the copyright law of the United States, international copyright treaties and conventions and other laws. The Program is licensed and not sold, and this Agreement confers no title or ownership to the Program or any copy thereof. The Program is solely for use by end users according to the terms of this Agreement. Any use, reproduction or redistribution of the Program not in accordance with the terms of this Agreement is expressly prohibited.

1. Limited Use License. Company hereby grants, and by installing, downloading or otherwise using the Program you thereby accept, a limited, non-exclusive, non-transferable license and right to install one (1) copy of the Program for your personal use on either a single home or portable computer or a single gaming console, as applicable (the "Hardware"). You may not network the Program or otherwise install it or use it on more than one Hardware platform at any one time. To operate the Program, you must have all applicable or required Hardware (which we do not provide). You are responsible for paying all fees and taxes for any Hardware and other costs you may incur to access the Program. Neither this Agreement nor use of the Program entitles you to any future releases of the Program, nor to any expansions, sequels, or similar or ancillary products.

2. Ownership. All title, interest, ownership rights and intellectual property rights in and to the Program (including but not limited to any titles, computer code, themes, objects, characters, character names, stories, text, dialog, catch phrases, locations, concepts, artwork, images, photographs, animations, video, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, any related documentation, and "applets" incorporated into the Program or later downloaded), the accompanying printed materials, and any and all copies of the Program, are owned by Company or its licensors. This License Agreement grants you no right to use such content other than as part of the Program. All rights not expressly granted under this Agreement are reserved by Company and its licensors. The Program may contain certain licensed materials and Company's licensors may act to protect their rights in the event of any violation of this Agreement.

3. Restrictions on Use. **You shall not do any of the following:**

- a. Copy the Game except a single backup copy;
- b. Sell, rent, lease, license, distribute, sub-license, or otherwise transfer or make the Game available to any other person, in whole or in part, or use the Game or any part thereof in any commercial context, including but not limited to use in a service bureau, "cyber cafe", computer gaming center or any other commercial location in which multiple users who have not each separately purchased the Game may access the Game program. Company may offer a separate Site License Agreement to permit you to make the Game available for commercial use; see the contact information below;
- c. Reverse engineer, derive source code, modify, decompile, disassemble, or create derivative works of the Game, in whole or in part;

- d. Remove, disable or circumvent any proprietary notices or labels contained on or within the Game; or
- e. Export or re-export the Game or any copy or adaptation in violation of any applicable U.S. export restrictions or other laws or regulations. If you are located in, under the control of, or a national or resident of any country to which the U.S. has embargoed goods or on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Order, no license is granted hereunder.

4. Termination. Without prejudice to any other rights of Company, this Agreement will terminate automatically if you fail to comply with its terms and conditions. In such event, you must destroy all copies of the Program and all of its component parts. If you transfer the physical media in which the Program is embodied to another, you permanently transfer all of your rights under this Agreement and you agree to remove the Program from your Hardware.

5. LIMITATION OF LIABILITY. YOU EXPRESSLY AGREE THAT USE OF THE PROGRAM IS AT YOUR SOLE RISK. THE PROGRAM IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, AND ANY AND ALL EXPRESS (except for any express warranty to the original purchaser included with the Product documentation) or IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, REGARDING THE PROGRAM ARE HEREBY DISCLAIMED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. ANY WARRANTY AGAINST INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2-312(3) OF THE UNIFORM COMMERCIAL CODE AND/OR IN ANY OTHER COMPARABLE STATE STATUTE IS EXPRESSLY DISCLAIMED. IN NO EVENT WILL COMPANY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE OR MALFUNCTION OF THE PROGRAM, INCLUDING DAMAGE TO PROPERTY, LOSS OF GOODWILL, LOSS OF DATA, HARDWARE FAILURE OR MALFUNCTION AND, TO THE FULLEST EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S LIABILITY SHALL NOT EXCEED THE ACTUAL PRICE PAID FOR THE LICENSE TO USE THIS PROGRAM. SOME STATES/COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND/OR EXCLUSION OR LIMITATION OF LIABILITY MAY NOT APPLY TO YOU, IN SUCH STATES COMPANY'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

6. Equitable Remedies. You hereby agree that Company would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore you agree that Company shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this License Agreement, in addition to such other remedies as Company may otherwise have available to it under applicable laws.

7. Indemnity. You agree to defend, indemnify and hold harmless Company, its affiliates and licensors from all damages, losses, liabilities, claims and expenses, including attorneys' fees, arising directly or indirectly from your acts and omissions in connection with the Program or any breach of this Agreement by you.

11. U.S. Government Restricted Rights. Program and documentation have been developed entirely at private expense and are provided as "Commercial Computer Software" or "restricted computer software." Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clauses in DFARS 252.227-7013 or as set forth in subparagraph (c)(1) and (2) of the Commercial Computer Software Restricted Rights clauses at FAR 52.227-19, as applicable. The Contractor /

Manufacturer is D3 Publisher of America, Inc., 11500 West Olympic Boulevard, Suite 460, Los Angeles, California, 90064.

12. Miscellaneous. This Agreement represents the complete agreement concerning the subjectmatter hereof superseding all prior agreements and representations between the parties, and may only be amended, or modified by a writing executed by both parties. Company's failure to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of any party to enforce each and every such provision thereafter. Any wavier must be in writing signed by the Company and no waiver shall be continuing. Notwithstanding anything else in this License Agreement, no default, delay or failure to perform on the part of Company shall be considered a breach of this License Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of Company. This Agreement shall be deemed to have been made and executed in the State of California, and any dispute arising hereunder shall be resolved in accordance with the law of the State of California. You agree that any claim asserted in any legal proceeding by one of the parties against the other shall be commenced and maintained in any state or federal court located in Los Angeles County, California, having subject matter jurisdiction with respect to the dispute between the parties. In the event that any provision of this License Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this License Agreement shall remain in full force and effect.

If you have any questions concerning this Agreement, you may contact D3Publisher of America, Inc. at 11500 W. Olympic Boulevard, Suite 460, Los Angeles, CA 90064, Attn. support@d3p.us.

[Insert applicable legal lines]