

## GRIDIRON TRIVIA – END-USER LICENSE AGREEMENT (“EULA”)

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This EULA is a legal agreement between **DnA Development LLC** (“DnA,” “we,” “our,” or “us”) and you (“you” or “User”) covering your use of the GRIDIRON TRIVIA mobile application (the “**Licensed Application**” or “**App**”) distributed through the Apple App Store, Google Play, or any other authorized mobile application marketplace (each, a “**Distribution Platform**”). **BY INSTALLING, ACCESSING, OR USING THE APP, YOU AGREE TO BE BOUND BY THIS EULA.**

If you do not agree, do not download or use the App.

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### 1. Scope of License

Subject to this EULA and the **Usage Rules** of each Distribution Platform, DnA grants you a **non-exclusive, non-transferable, revocable, limited license** to download, install, and use one copy of the App on any mobile device that **(a)** you own or control and **(b)** runs the operating system supported by the Distribution Platform from which you obtained the App.

You may not **sell, rent, lease, lend, redistribute, sublicense, copy (except as expressly permitted), reverse-engineer, decompile, disassemble, modify, or create derivative works of** the App or any part of it, except to the extent such restriction is prohibited by applicable law or open-source license terms.

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### 2. Ownership

The App is **licensed, not sold**. DnA and its licensors retain all right, title, and interest in and to the App and all copies, including all intellectual-property rights therein.

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### 3. Consent to Use of Data

You agree that DnA may collect and use technical data and related information (e.g., device, system, and application software information) to facilitate the provision of software updates, support, analytics, and other services related to the App. Such data will be handled in accordance with the **GRIDIRON TRIVIA Privacy Policy**.

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### 4. External Services

The App may enable access to DnA or third-party services, content, or websites (“**External Services**”). Use of External Services is at your sole risk. DnA is not responsible for examining or evaluating, and does not warrant, the content or accuracy of any External Services. External Services may be unavailable or may vary by region or device.

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## **5. Termination**

This EULA is effective until terminated by you or DnA. Your rights automatically terminate if you breach any term of this EULA. Upon termination, you must cease all use of and destroy any copies of the App.

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## **6. Disclaimer of Warranties**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE APP AND ANY SERVICES PROVIDED THROUGH IT ARE OFFERED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.** DnA expressly disclaims all implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, accuracy, quiet enjoyment, and non-infringement. Your use of the App is at your sole risk.

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## **7. Limitation of Liability**

**TO THE FULLEST EXTENT PERMITTED BY LAW, DNA WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, DATA, OR BUSINESS, ARISING FROM OR RELATED TO THIS EULA OR YOUR USE OF (OR INABILITY TO USE) THE APP, EVEN IF DNA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DNA’S TOTAL CUMULATIVE LIABILITY TO YOU FOR ALL CLAIMS WILL NOT EXCEED FIFTY U.S. DOLLARS (US \$50).**

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## **8. Export Compliance**

You may not use or export the App except as authorized by United States law and the laws of the jurisdiction in which the App was obtained. You represent and warrant that you are not located in any U.S.-embargoed country and are not on any U.S. government restricted-party list.

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## **9. U.S. Government End Users**

The App and documentation are “Commercial Items” as defined in 48 C.F.R. §2.101 and are provided to U.S. government end users only as Commercial Items with the same rights customarily granted to the public.

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## 10. Governing Law & Dispute Resolution

Except where prohibited by local law, **this EULA is governed by the laws of the State of Virginia, U.S.A., without regard to its conflict-of-laws rules.** You and DnA agree to submit to the exclusive jurisdiction of the state and federal courts located in Fairfax County, Virginia, for resolution of any dispute arising from this EULA.

*If you are not a U.S. resident and mandatory local consumer-protection laws apply, nothing in this section limits your rights under those laws.*

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## 11. Third-Party Beneficiaries

<b>Platform</b>	<b>Required Beneficiary Statement</b>
<b>Apple App Store</b>	Apple Inc. and its subsidiaries are third-party beneficiaries of this EULA and may enforce it against you.
<b>Google Play</b>	Google LLC and its affiliates are third-party beneficiaries of this EULA and may enforce it against you.