

***Killing Floor***  
**E U L A**  
**[END USER LICENSE AGREEMENT]**

Tripwire Interactive would like to thank you for getting Killing Floor. We hope you enjoy the experience. But before you get started, we need to make some matters clear. When you paid for Killing Floor you did not actually buy the game. What you bought was a license to use the software that comprises the game and its related materials. And that license is subject to the terms of this EULA. This EULA is a binding contract between you and Tripwire Interactive and its licensors, licensees and suppliers.

We know you want to get the game installed and start playing it. But, please take the time to read through this agreement first because **BY INSTALLING KILLING FLOOR YOU ARE ACKNOWLEDGING THAT YOU HAVE READ THIS EULA, AGREE TO ITS TERMS AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS, PROMPTLY DISCONTINUE THE INSTALLATION PROCESS AND CEASE ANY AND ALL USE OF THIS SOFTWARE.**

**1. Limited Use License**

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**2. Permitted User Modifications and New Creations**

The Killing Floor Editor (“KFEd”) comes with KF. You can use KFEd to make mods or create new content to be played in KF. You agree that you will not distribute or share the KFEd because it is not shareware. You agree that any new creations or materials that you make for KF, with or without the KFEd, (collectively referred to as “Mods”) are subject to the following restrictions:

- Your Mods must only work with the full, registered copy of KF, not independently or with any other software.
- Your Mods must not contain modifications to any executable file(s).
- Your Mods must not contain any sexually explicit, harmful, threatening, abusive, defamatory, obscene, hateful, racially or ethnically offensive

imagery or libelous, defamatory, or other illegal material, material that is scandalous or invades the rights of privacy or publicity of any third party.

- Your Mods must not contain, or be used in conjunction with, any trademarks, copyright protected work, or other recognizable property of third parties without their written authority.
- Your Mods must not be used by you, or anyone else, for any commercial exploitation including, but not limited to in-game advertising, other advertising or marketing for any company, product or service.
- While we encourage folks to make Mods, Mods will not be supported by Tripwire Interactive and its licensors, licensees or suppliers, and if distributed pursuant to this license your Mods must include a statement to that effect.
- Your Mods must be distributed for free, period. Neither you, nor any other person or party, may sell them to anyone, commercially exploit them in any way, or charge anyone for receiving or using them without prior written consent from Tripwire Interactive. You may exchange them at no charge among other end users and distribute them to others over the Internet, on magazine cover disks, or otherwise for free.
- The prohibitions and restrictions in this section apply to anyone in possession of KF or any Mods.

KF is the product of the Mod Community. Tripwire Interactive got its start as a developer because of the support Epic Games<sup>®</sup> provides to the Mod community and we wholeheartedly support the Modding of KF. But we need to retain all of our ownership rights in KF and any works derived from KF. That's just the way it is. So, go make some more cool stuff. But remember that you do not gain any ownership whatsoever in any KF content nor can you use any KF content outside the scope of the rights granted here.

### **3. Commercial Exploitation.**

You may not use KF, or any Mods created for or from KF or using the KFEd or any other tools provided with this KF, for any commercial purposes without the prior written consent of Tripwire Interactive or its authorized licensees including, but not limited to, the following rules: 1. If you are the proprietor of an Internet café or gaming room, you may operate the KF in a "pay for play" environment provided that all computers used have validly licensed KF installed, such KF having been properly purchased through one of our licensees. 2. You may not, without prior written consent from Tripwire Interactive, operate the KF in any gaming contest where (a) the cash value of all winnings and prizes paid throughout the entire competition is

equal to or greater than US\$10,000.00 or (b) the name of the event, or any individual contest therein, incorporates or approximates the name of a company, product or commercial service or (c) any company has provided, whether donated or as sponsorship any prizes, products or services worth with a fair market value of over US\$20,000.00.

#### **4. Restrictions on Use**

Just to make sure you understand what you can and can not do with KF, here is a list of restrictions to your use of KF under this EULA:

- You may not decompile, modify, reverse engineer, publicly display, prepare derivative works based on KF (except as permitted in Section 2, above), disassemble or otherwise reproduce KF.
- Except as set forth herein, you may not rent, sell, lease, barter, sublicense or distribute KF. You may not delete the copyright notices or any other proprietary legends on the original copy of KF.
- You may not offer KF on a pay per play basis or otherwise commercially exploit KF or use KF for any commercial purpose except as described in this agreement.
- You may not electronically transmit KF from one computer to another or over a network except as described in this agreement..

#### **5. Export Controls**

You may not ship or export KF to any country other than where you bought it, in violation of the U.S. Export Administration Act (or any other law governing such matters) and you will not utilize and will not authorize anyone to utilize KF in violation of any applicable law. KF may not be downloaded or otherwise exported into (or to a national or resident of) any country to which the U.S. has embargoed goods or to anyone or into any country who/which are prohibited by applicable law, from receiving it.

#### **6. Cheats and Cheating**

KF was made for gamers by gamers. We hate cheaters and will not tolerate anyone cheating in KF or any KF Mods. It's a simple as that. If you are cheating in any way, including any attempt by you, either directly or indirectly, to circumvent or bypass any element of the KF or any KF servers to gain any advantage in multiplayer play of the KF or any KF Mods, you are in breach of this EULA. It is a breach of this EULA for you, whether directly or indirectly, to create, develop, copy, reproduce, distribute, or use of any software program or any modification to KF or any KF Mods ("Cheats") that enable a player to gain an advantage or otherwise exploit another player when playing against other players on a local area network, any other

network, or on the Internet. Hacking into the executable of KF or any KF Mods or any other use of KF or any KF Mods in connection with the creation, development, or use of any such unauthorized Cheats is prohibited under this EULA. Cheats include, but are not limited to, programs that allow players to see through walls or other level geometry (software or hardware "wall hacks"); programs that let players change their rate of speed outside the allowable limits of KF ("speed hacks"); programs that crash any other players, PC clients, or network servers; "aimbots" that automatically target other players or that automatically simulate any other player input to gain an advantage over other players; or any other program or modification that functions in a similar capacity or allows any prohibited conduct.

If we find you are a Cheater, we will revoke your CD key and ban you from the KF servers and tell your mom! Your license will automatically terminate, without notice, and you will have no right to play KF or any KF Mods against other players or make any other use of KF. End of story.

## **7. Copyright.**

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## **10. Controlling Law and Severability.**

This license is governed by and construed in accordance with the laws of the State of Georgia, USA. Exclusive venue for all litigation shall be in Fulton County, Georgia. If any provision of this EULA is determined to be unenforceable by a court or other tribunal of competent jurisdiction, such provision will be enforced to the maximum extent permissible and the remaining portions of this EULA will remain in full force and effect.

## **11. Complete Agreement.**

This EULA constitutes the entire agreement between the parties with respect to the use of KF, KFEd, Mods and other related materials and software. Tripwire Interactive reserves the right to modify the terms of this EULA from time to time and will post notice of material changes somewhere within [www.tripwireinteractive.com](http://www.tripwireinteractive.com).

## **11. Acceptance of Terms**

By selecting the "I Agree" choice during the install and installing KF, you agree to all of the terms of this EULA. That's right, all of it. Now get on with the installation and enjoy KF...we hope you enjoy playing KF as much as we enjoyed making it for you.

GL & HF!