

## **XBOX Use Agreement**

This Xbox Use Agreement (the “Agreement”), entered into as of April 18, 2022 (the “Effective Date”), shall govern the Xbox Operator’s (“you” or “Delinquent Outdoors Child”) use of the family Xbox (and any replacement thereof) as provided by Parents, Guardians, and any of their Affiliates (as defined below) (collectively, the “Guardians” and together with Delinquent Outdoors Child, the “Parties”). Affiliates shall mean each person of authority as so determined by the DOC’s mother and father and it shall include any and all grandparents, babysitters, nannies, aunts, uncles, or other persons of authority.

### **1. Use of the Xbox.**

Guardians will provide the family Xbox to DOC solely on the terms and conditions contained in this Agreement. The Delinquent Outdoors Child acknowledges and agrees that the Guardians may revoke use of the Xbox for any reason and for any length of time. DOC acknowledges and agrees that the Guardians are not obligated to provide the family Xbox to DOC and that they may remove the family Xbox from the family’s home for any reason or no reason at any time. DOC acknowledges and agrees that Guardians’ performance under this Agreement depends on DOC’s immediate cooperation with Guardians relating to the use of the family Xbox and the provision of any services as Guardians may request.

### **2. Term and Termination.**

This Agreement commences on the Effective Date and continues until terminated by the Guardians (the “Term”). The Guardians have the right to terminate this Agreement at any time, for any reason that they choose. DOC acknowledges and agrees that he shall not question the authority of the Guardians to terminate this Agreement.

### **3. Intellectual Property.**

**3.1 License to DOC; Restrictions.** Subject to the terms and conditions of this Agreement, Guardians hereby grants to DOC a limited, non-exclusive, non-transferable, non-sublicensable license during the Term to access and use the Xbox and the software and documentation provided by Guardians for use by DOC. DOC will not, and will not permit any third party to: (i) use the Xbox except as expressly permitted in this Agreement (ii) decompile, disassemble, or reverse engineer the Xbox, (iii) modify or create any derivative work of any part of the Xbox; (iv) permit any third parties to use the Xbox; (v) market, sublicense, publish, distribute, reproduce, assign, transfer, rent, lease or loan the Xbox; or (vi) remove any proprietary notices contained in the Xbox.

**3.2 Terms of Use.** Subject to the terms and conditions of this Agreement, DOC hereby agrees to the following terms of use and the failure for DOC to abide by these terms of use will result in the suspension or termination of any right to use the family Xbox:

3.2.1 DOC will secure the prior consent from the Guardians before any and all use of the Xbox, which consent may be withheld for any reason, including but not limited to no reason at all;

3.2.2 DOC will not introduce any new games to the Xbox without securing the prior consent from the Guardians before any use, which consent may be withheld for any reason, including but not limited to no reason at all;

3.2.3 The use of the Xbox will not supersede or interfere with DOC's obligations to the family, which includes requested chores, daily routines, school obligations, room cleaning, outdoor sports activities, family gatherings, family interactions, pet care and maintenance and general good behavior;

3.2.4 Each use of the Xbox will be limited in time to an amount of time granted by the Guardians and DOC will immediately terminate his use of the Xbox when requested by the Guardians. There shall be no right to finish any game then currently in play without the express approval of the Guardians.

3.2.5 **THERE SHALL BE NO COMPLAINING, SQUABBLING, NAGGING, CRYING, FIGHTING, HITTING, PUNCHING, OR WRESTLING** with any siblings or any other youth that is related to the use of the Xbox. Violation of this requirement may result in additional adverse consequences to DOC beyond the inability to use the Xbox.

Any loss of privileges to use the Xbox shall be for a time period as determined in the sole discretion of the Guardians. DOC understands and agrees that any complaining, squabbling, nagging, crying or any related behavior directed to the Guardians will result in extended periods of privilege loss, solely as determined by the Guardians.

**3.3 Ownership.** As between DOC and Guardians, Guardians will retain all right, title and interest, including all intellectual property rights, in and to the family Xbox. Nothing in this Agreement will confer on DOC any right of ownership or interest in the Guardians' Xbox.

#### **4. Payment.**

DOC will pay Guardians the fees for the use of the Xbox through his exemplary behavior in accordance with the terms of this Agreement.

#### **5. Representations and Warranties.**

Each Party represents and warrants that: (a) it has full right, power, and authority to enter into this Agreement and to perform its obligations and duties under this Agreement; and (b) its performance of such obligations and duties does not and will not conflict with or result in a breach of any other agreements of such Party or any judgment, order, or decree by which such Party is bound. DOC represents and warrants that it has obtained and will obtain all necessary rights, consents and licenses for the use of all the family Xbox

#### **6. Limitation of Liability.**

EXCEPT WITH RESPECT TO A PARTY'S OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION), OR ANY BREACH THEREOF: IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER FORM OF ACTION), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **7. Indemnification.**

DOC will indemnify and defend the Guardians from and against any and all third-party claims, actions, and proceedings, and all liabilities, damages, costs, fees and expenses related thereto (including attorneys' fees, expert witness fees, and court costs) to the extent arising out of any actual or alleged breach by DOC of his representations and warranties in this Agreement or its violation of applicable laws, rules or regulations.

## **8. Miscellaneous.**

Neither Party may assign this Agreement without the prior written consent of the other Party and any attempt to do so will be void. No provision of this Agreement will be waived by any act, omission or knowledge of a Party or its agents or employees except by an instrument in writing expressly waiving that provision and signed by a duly authorized officer of the waiving Party. If any provision of this Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. In this Agreement, "including" means "including without limitation" (and similar terms will be construed without limitation) and headings are for convenience only and will not affect interpretation. Guardians will not be liable or responsible to DOC, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Guardians. This Agreement will be deemed to have been made in and will be construed pursuant to the laws of the State of Montana without regard to conflicts of laws provisions. Any suit or proceeding arising out of or relating to this Agreement will be commenced in federal or state courts located nearest the family home, and each Party irrevocably submits to the jurisdiction and venue of those courts. Any amendments will be effective only if made in writing signed by a representative of the respective Parties. Both Parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. This Agreement may be signed in two counterparts, each of which will be deemed an original and which will together constitute one Agreement. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) will be deemed original signatures.

If at whatever point in time the Undersigned Parties weary of screens and loud electronic explosions, they may mutually agree to read "Outdoor Kids in an Inside World: Getting Your Family Out of the House and Radically Engaged with Nature" by Steven Rinella. In it, both Parties will discover a number of fishing, foraging, hunting, hiking, exploring, crafts, and naturalism activities that may ultimately prove far more satisfying and productive than sitting in front of a television screen. Signatories to this document agree to balance their inside time with outdoors experiences.

(Signature Page on following Page)

This Xbox Use Agreement is hereby accepted and agreed as of the Effective Date:

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DOC

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Father or Guardian

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Mother or Guardian