The official seal is your assurance that this product is licensed or manufactured by Nintendo. Always look for this seal when buying video game systems, accessories, games and related products.

Nintendo does not license the sale or use of products without the Official Nintendo Seal.

IMPORTANT LEGAL INFORMATION

Copying of any video game for any Nintendo system is illegal and is strictly prohibited by domestic and international intellectual property laws. "Back-up" or "archival" copies are not authorized and are not necessary to protect your software. Violators will be prosecuted.

This video game is not designed for use with any unauthorized copying device or any unlicensed accessory. Use of any such device will invalidate your Nintendo product warranty. Nintendo (and/or any Nintendo licensee or distributor) is not responsible for any damaged or lost caused by the use of any such device. If use of such device causes your game to stop operating, disconnect the device carefully to avoid damage and resume normal game play. If your game ceases to operate and you have no device attached to it please contact the game publisher's "technical Support" or "Customer Service" department.

The contents of this notice do not interfere with your statutory rights. This booklet and other printed materials accompanying this game are protected by the domestic and international intellectual property laws.

Rev-B (I)
Encourage cheating I do not, but wise you would be and cheat codes you would have for registering your game at: reg.lucasarts.com
CONTENTS

A Communication from C-3PO .............. 8
Welcome to the Mos Eisley Cantina .......... 12
Gameplay Modes ...................... 14
The Basics ....................... 17
Controls ........................ 18
Combat ......................... 19

Special Abilities .................... 20
Collectibles ...................... 22
Pausing Your Progress .............. 24
Saving / Loading ............... 25
Character Checklist ............ 26
Credits ....................... 28
GREETINGS!

I am C-3PO, human-cyborg relations. Hopefully you don't expect me to defend you against hostiles. I am after all only a protocol droid, and not programmed to engage in such harrowing activities. I'm not invincible! But I can offer some assistance by being your guide.

I have taken spotless notes during my journeys, most of which I think will come in handy on your very own adventures. Consider them tips and general observations on how I experienced the galaxy during some rather troubling situations—the LEGO Star Wars universe can be a frightfully dangerous place, you know. However, I take no responsibility if any of my "suggestions" result in loss of plastic limb. I've included many suggestions made by my dear friend R2-D2 (sometimes against my better judgement), so it would only seem fair to address all grievances care of him.

Should you find this guide useful, though, please forward all flattery to Lars Moisture Farm, Attn. C-3PO, Tatooine, Arkanis Sector, Outer Rim.

—SINCERELY, C-3PO
WELCOME TO THE MOS EISLEY CANTINA

Your journey begins in a rather dubious (despite Han Solo’s opinions to the contrary) watering hole, the Mos Eisley Cantina. However, I must insist that you purchase your own drinks – droids are not made of credits, you know!

Starting off, you’ll be in control of the lovely Princess Leia along with her companion Captain Antilles, who seems to follow her almost anywhere – and he doesn’t even break a sweat. Go ahead, tease the eager fellow by touring him around the Cantina.

THE BAR
The infamous Mos Eisley Cantina is renowned for its extensive menu of galactic delicacies. Simply wander over to the main bar in the center of the room and press the A Button to view what the bartender has on tap on the Touch Screen, then use the stylus to select any option.

HINTS: Especially good for weary travelers with a taste for gameplay tips.

CHARACTERS: Looking for a different flavor?
As you journey, bonus characters will become available here.

EXTRAS: Those with a hangover for exotic and expensive seasonings will find these gameplay “cheats” very useful.

CODES: Being the best in the galaxy even means accepting custom orders. Enter your secret codes here.

CHARACTER CUSTOMIZER

Nearby, you may also notice a bacta tank with a control panel next to it. This is where you can completely customize your characters. Approach the panel and press the A Button. Early in the game, there aren’t many options, but as you finish each chapter you’ll unlock more customization parts. Using the stylus, you can select what portion of the body you’d like to modify – Hat/Hair/Helmet, Face, Cape/Backpack, Body, Arms, Hands, Weapon and Legs – by touching the corresponding tab. Once you’re done, touch the green checkmark using the stylus to save the character that you just created, or the red “X” to exit without saving. You can also drag and drop character features onto the actual character using the stylus as well as randomize the creation of a character by touching the arrows icon.
EPISODES
If you're looking to get right into the thick of things, I suggest jogging over to
the large episode doors, each very cleverly named Episode IV: A New Hope,
Episode V: The Empire Strikes Back, and Episode VI: Return of the Jedi. Each
door leads to another room with more doors, each leading to a different chap-
ter - all of which should seem oddly familiar to those well-traveled. Once you
complete the first chapter, The Blockade Runner, subsequent chapters will be
unlocked, allowing you to move, in parallel, between all three episodes.

GAMEPLAY MODES
After entering a chapter in the Cantina, you'll be forced to make an extraordinarily difficult choice
between two gameplay options. Don't worry, I'll hold your hand:

STORY
The developers of this wonderful game have spared no expense to prepare a Story Mode that follows
the events of the original Star Wars Trilogy almost exactly. However, you'll only have access to certain
characters specific to each scene.

FREE PLAY
For the more adventurous at heart, Free Play Mode allows you to journey back into any unlocked
chapter using your choice of characters - and rotate between them at will. While you'll certainly
meet some worthy allies during Story Mode, other characters must be purchased at the Mos Eisley
Cantina bar.

2-PLAYER/WIRELESS CO-OP
To promote socializing amongst gamers, a second player can join
you on your adventure around the galaxy via the holographic DS
terminal located to the right of the Cantina's stage. Simply
approach the control panel and press the A Button to begin join-
ing a wireless game, or host your own by selecting that option
from the pause menu. However, both players must own a LEGO
Star Wars II: The Original Trilogy Game Card to take advan-
tage of this ability. If the second player chooses to drop-in/out
during a chapter, you'll be able to carry on as normal without
upsetting your progress.

4-PLAYER
BATTLE ARENA
To the right of the holographic terminal is a room with two ramps.
The door to the right opens into the Battle Arena lobby, letting you go
head-to-head against up to three friends wirelessly. As one of several
bounty hunters, you'll compete in a "Capture the Flag"-style match
in Jabba's Palace - but instead of a flag, you'll be trying to steal your
opponent's Han Solo in carbonite. To join a wireless game, head over
to the holographic DS terminal and use the stylus on the Touch Screen
to choose the host that fits your mood. Four player Battle Arena
requires all players to own a LEGO Star Wars II Game Card. Also, a
single card download play is available for up to four players.
THE BASICS

Before you go and get broken into tiny, plastic bits, you should know a few more things. Take a good look to the left — all of this information is crucial, indispensable, and frankly, very important.

1. **Hearts** - Keep you alive.

2. **LEGO Studs** - Are your currency (see: page 22).

3. **True Jedi Status** - Collect enough LEGO Studs during each chapter, and you'll attain True Jedi Status. Maintain True Jedi Status for every chapter to unlock this game's innermost secret.

4. **Mini Kits** - Indicates how many Mini-Kits you have collected on the level.

5. **Camera Controls** - Controls the camera view.

6. **Party Member** - Indicates which party member you are controlling.

7. **Character Customizer** - Change the look of your character on the fly.

CONTROLS

**MENUS**
Select menu option ........................................ Touch Touch Screen with stylus

**CHARACTERS**
Move character .............................................. +Control Pad
Jump / Hover .................................................. B Button
Attack / Defend ................................................ Y Button
Special abilities ............................................. A Button (hold down)
Pull lever ....................................................... A Button (hold down)
Switch between characters ................................ Face character, press X Button or use Touch Screen
Pause / In-Game options ................................. START

**VEHICLES**
Move vehicle ................................................. +Control Pad
Fire weapon .................................................... Y Button
Special abilities ............................................. A Button
Pause / In-Game options ................................. START

COMBAT

**LIGHTSABER**
Attack .......................................................... Y Button
Forward Leap Attack ........................................ Press B Button to jump, then press Y Button in mid-air
Double Jump ................................................... Press B Button twice
Slam Attack .................................................... Press B Button twice to double-jump, then press Y Button in mid-air
Combos ........................................................ Time your attacks carefully in sequence
Defensive Stance ............................................. Hold down Y Button (when timed, you can deflect laser blasts back at attacker)

**BLASTER**
Fire .............................................................. Y Button
Evade (Timed with Incoming Blaster Bolt) ............. Y Button

**DROIDS**
Fire .............................................................. Are you insane!? Droids aren't designed for combat!
SPECIAL ABILITIES

THE FORCE: When you are playing a Jedi, you may see a Force glow engulfing an object. That is your cue to perform a variety of special moves:

Force Move .................Hold A Button while facing highlighted object
Jedi Mind Trick ..............Jedi pranksters can distract enemies by pressing the A Button while facing them

BUILDING: Forget not — Jedi don’t have all the fun with LEGO bricks. Any humanoid characters can utilize the Build action to transform seemingly useless piles of plastic into... somewhat more useful things, also made of plastic.

Build ........................Hold A Button while facing pile of LEGO bricks

GRAPPLING: Anyone equipped with a blaster should appreciate this ability, allowing you to ascend to greater heights:

Grasping Gun ...............Stand in or behind a glowing grasp hook point, then press and hold A Button

HOVER: They may be Force-less, but certain Astromech droids like R2-D2 are pre-installed with anti-grav boosters allowing them to hover to places that Jedi just can’t go.

Hover ......................Press and hold B Button, then move as normal

JETPACK: Besides making vast amounts of credits, bounty hunters like Boba Fett can also use their jetpack to soar to otherwise unreachable places.

Jetpack ....................Press B Button twice

ACTIVATING PANELS: Some doors can only be unlocked by certain characters. You’ll be prompted with a character icon on the panel so you’ll know which one to use.

Activating Panels ......Face panel, then press A Button

DISGUISES: Sometimes situations require a little less brute force and a little more stealth, so certain humanoid characters like Luke Skywalker have the ability to disguise themselves as stormtroopers or bounty hunters to sneak past enemies.
COLLECTIBLES

LEGO STUDS

Since credits are easily counterfeited, a new currency called LEGO Studs has been put into place. These little bits of valuable plastic can be earned in a variety of ways — breaking, blasting, slicing, exploding. At the end of each chapter, your LEGO Studs are banked and can be exchanged at the Mos Eisley Cantina to unlock characters, cheats, and other extras. During 2-player mode, LEGO Studs are tallied in the same counter.

LEGO Stud Currency Exchange Rates:

One Silver Stud ........ 10
One Gold Stud .......... 100
One Blue Stud .......... 1,000

MINI-KIT CANISTERS

The developers of this game have taken great pride in hiding rare, little items called Mini-Kit Canisters in every nook, cranny, and even the Sarlacc pit. They're difficult to find, but if you can locate 10 Mini-Kits in each chapter, you'll be rewarded with immense LEGO Stud wealth and the parts to build an exclusive Star Wars vehicle, and even unlock additional characters.

As you foster your collection of vehicles, you can visit them by wandering out to the Mos Eisley Cantina's hanger (to the left of the Battle Arena) or see your collection of characters by talking to the bartender. However, some questionable Rodians have been known to linger at the Cantina late at night — so use your manners!
PAUSING YOUR PROGRESS

By pressing START, you can pause any near-death situation, view your progress and see how close you are to being the envy of all your friends by attaining True Jedi Status for that particular chapter. Or you can merely ignore the conflict at hand and toggle through:

OPTIONS... To adjust sound effects and/or music volume, select or change language.

HOST WIRELESS... Allow your friends to join your LEGO Star Wars II game in progress.

EXTRAS... This contains special unlockable features that can be purchased at the Mos Eisley Cantina.

END OF CHAPTERS

At the conclusion of each chapter, you’ll be treated to a measure of your gaming abilities, recounting all the characters you’ve unlocked for use in Free Play Mode, and the LEGO Studs and Mini-Kit Canisters you’ve collected.

SAVING

Listen up – this is more important than remembering my manufacturing day! After completing a chapter, customizing a character, or purchasing something from the Mos Eisley Cantina bar, you’ll be asked to select a save game slot. Use the stylus on the Touch Screen to touch one, then confirm.

The very responsible droid inside your Nintendo DS will then ask you to enable the Autosave feature. This is recommended. Highly. Droids can’t lie! Doing so will automatically save your progress after completing a chapter or a purchase. Trust me, it’s worth it!

LOADING A SAVED GAME FROM THE OPENING SCREEN

Touch “Load Game” on the Touch Screen using the stylus. To select a save game slot, simply touch again with the stylus.

DURING GAMEPLAY

To see your saved games from the Mos Eisley Cantina, press START to pause the game and access the in-game “Pause” menu. Select “Quit” to exit the game, and then choose load game from the startup menu.
CHARACTER CHECKLIST

To properly complete this game, one must unlock every single character. Otherwise, I'd seriously reconsider calling yourself a "gamer" – it's just not fair to the truly dedicated humanoids out there. Also, it has to be said that not all unlockable characters are listed – we can't give away everything!

- Leia (Hoth)
- Luke (Tatooine)
- Luke (Cloud City)
- Luke (Endor)
- Luke (Jabba's Palace)
- C-3PO
- Chewbacca
- Greedo
- Han Solo
- Han Solo (Hoth)
- Rebel Trooper
- Obi-Wan
- R2D2
- Rebel Snowtrooper
- Luke (Stormtrooper)
- Han Solo (Sarlaac Pit)
- Lando
- Leia
- Leia (Cloud City)
- Han Solo (Stormtrooper)
- Yoda
- Wicket
HOW TO CONTACT LUCASARTS

LucasArts has set up a variety of services to provide you with information regarding our programs, hints, gameplay assistance, and technical support.

WHERE TO FIND US ONLINE
You can visit the LucasArts Web site at www.lucasarts.com. From there you can access the Support area where you will have the option to receive online technical support through Yoda's Help Desk, browse technical documents, or leave a message for an online representative.

The Support section of the LucasArts Web site also features community-based Technical Support Forums where you can find the latest game support information, discuss technical issues and obtain assistance from other users.

YODA'S HELP DESK
We are proud to feature Yoda's Help Desk, an interactive knowledge base, which is available in the Support section of the LucasArts Web site at http://support.lucasarts.com. Yoda's Help Desk offers solutions to technical issues based on information you provide.

SOFTWARE LICENSE/ LIMITED WARRANTY

PLEASE READ THIS LICENSE CAREFULLY BEFORE INSTALLING OR OTHERWISE USING THE SOFTWARE. BY INSTALLING OR OTHERWISE USING THE SOFTWARE, YOU ARE AGREING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT INSTALL OR USE THE SOFTWARE AND PROMPTLY RETURN THIS PACKAGE AND ITS CONTENTS TO THE PLACE OF PURCHASE FOR A REFUND OR EXCHANGE SUBJECT TO THE RETURN POLICY OF THE RETAILER.

The computer program, artwork, music, printed materials, on-line or electronic documentation, and other components included in this product and all copies of such materials as such as may be modified or updated (collectively referred to as the "Software"), are the copyrighted property of LucasArts, a division of Lucasfilm Entertainment Company Ltd. and/or its affiliated entities or divisions, and its licensors (collectively referred to as "LucasArts" or "Publisher"). The Software is non-exclusively licensed (not sold) to you, and LucasArts owns and/or controls all copyright, trade secret, patent and other proprietary rights in the Software. LucasArts may make improvements or updates to the Software at any time and with or without notice to you. Such improvements or updates may be automatically downloaded and incorporated into the Software where technologically feasible. Such updates or improvements may change the game play associated with the Software. Subject to the terms and conditions of this Agreement, you may use the Software, solely for your personal use and only in connection with a Nintendo GameCube, Nintendo DS, or Game Boy system. You may not copy, document or attempt to circumvent any technological measures in the Software or the media designed to prevent copying or unauthorized access.

All rights not specifically granted under this Agreement are reserved by LucasArts and, as applicable, their licensors. You may not: (1) copy the Software in its entirety onto a hard drive or other storage device and you must run the Software from the included Nintendo GameCube Disc ("GC Disc"), Nintendo DS Game Card ("Game Card"), or Game Boy Game Pak ("Game Pak") as applicable; (2) distribute, rent, lease or sublicense all or any portion of the Software; (3) modify or prepare derivative works of the Software, except as otherwise may be allowed herein; (4) transmit the Software over a network, by telephone, or electronically using any means, or permit use of the Software, in a network, multi-user arrangement or remote access arrangement except in the course of your network multiplayer play of the Software or authorized networks in accordance with its documentation; (5) engage in matchmaking for multi-player play over unauthorized networks; (6) design or distribute unauthorized levels; (7) reverse engineer the Software, derive source code, or otherwise attempt to reconstruct or discover any underlying source code, ideas, algorithms,
LucasArts warrants to the original consumer purchaser only that the media furnished in this Software will be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of purchase (as evidenced by your receipt). If the media furnished in this Software proves to be defective, and provided that the original consumer purchaser returns the media to LucasArts in accordance with the instructions in this paragraph, LucasArts will replace the defective media: (a) free of charge to the original consumer purchaser, if the media proves to be defective within the ninety (90) day period following the date of purchase, or (b) for a fee of $15.00 (all references herein are to United States dollars) per GC Disc, Game Card or Game Pak, if the media proves to be defective after the expiration of the ninety (90) day warranty period, provided that the request is made within a reasonable time from the date of purchase, and LucasArts continues to distribute the GC Disc, Game Card or Game Pak commercially. To obtain a replacement GC Disc, Game Card or Game Pak, please return the defective GC Disc, Game Card or Game Pak only, postage prepaid, to LucasArts, a division of Lucasfilm Entertainment Company Ltd., P.O. Box 29508, San Francisco, CA 94129, accompanied by proof of date of purchase, a description of the defect, and your name and return address, as well as a check for $15.00 per GC Disc, Game Card or Game Pak made payable to LucasArts if after expiration of the warranty period, LucasArts will mail a replacement to you. In the event that the Software is no longer available, LucasArts retains the right to substitute a similar product of equal or greater value. This warranty is not applicable and shall be void if the defect has arisen through abuse, mistreatment, neglect, or from normal wear and tear. LucasArts has no obligation to provide support, maintenance, upgrades, modifications or new releases under this Agreement.

You expressly acknowledge and agree that use of the Software is at your sole risk. The Software is provided "as is" and without warranty of any kind. LUCASARTS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. LUCASARTS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. LUCASARTS SHALL NOT BE LIABLE FOR ANY DELAYS, SYSTEM FAILURES OR SYSTEM OUTAGES WHICH MAY AFFECT ONLINE GAME PLAY OR ACCESS THERETO. LUCASARTS RESERVES THE RIGHT TO DISCONTINUE MAKING THE SERVER AVAILABLE (AND YOUR ABILITY TO PLAY THE GAME) AT ANY TIME AND FOR ANY REASON. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY YOU, AND YOU (AND NOT LUCASARTS) ASSUME THE ENTIRE COST OF ALL SERVICING, REPAIR AND/OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

You agree to defend, indemnify and hold LucasArts and its directors, officers, employees, licensors, licensees or agents, harmless from any claims or demands, including negligence, made by any third party alleging that the use of the Software or the transmission of data in connection with the use of the Software is defamatory, infringing of any intellectual property right, or otherwise illegal or improper.

LUCASARTS SHALL NOT, IN ANY EVENT, BE LIABLE FOR ANY DAMAGES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOST DATA, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE POSSESSION, USE, OR MALFUNCTION OF THIS PRODUCT, INCLUDING WITHOUT LIMITATION, DAMAGE TO PROPERTY AND TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURY, EVEN IF LUCASARTS OR A LUCASARTS AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. YOU AGREE THAT THE LIABILITY OF LUCASARTS ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, OR OTHERWISE) WILL NOT EXCEED THE AMOUNT YOU ORIGINALLY PAID FOR THE USE OF THE SOFTWARE. YOU ARE ADVISED TO SEEK THE RIGHT TO EQUITABLE RELIEF, INCLUDING, WITHOUT LIMITATION, ANY INJUNCTIVE RELIEF, TO ENFORCE THE TERMS HEREOF. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THIS AND OTHER PROVISIONS OF THIS AGREEMENT AND THE ALLOCATION OF RISK HEREIN ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH LUCASARTS WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. LUCASARTS PRUDING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS DEPENDING ON THE LAWS IN YOUR STATE. THIS AGREEMENT IS GOVERNED IN ALL RESPECTS BY THE LAWS OF THE STATE OF CALIFORNIA AS SUCH LAWS ARE APPLIED TO AGREEMENTS ENTERED INTO AND TO BE PERFORMED ENTIRELY WITHIN CALIFORNIA BETWEEN CALIFORNIA RESIDENTS, AND
you hereby consent to personal jurisdiction in California. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. You and LucasArts each agree that any claim or controversy arising out of this Agreement or the Software shall be settled by expeditiously binding arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall take place in Marin County, California, and you waive any claim that such forum is inconvenient. Any such claim or controversy shall be arbitrated solely on an individual basis and shall not be consolidated with a claim of any other party. The arbitrator may not change the terms of this Agreement. The arbitrator may award injunctive or other equitable relief to enforce the terms hereof; provided, however, that no injunctive or equitable relief may be awarded that would enjoin or impair LucasArts' rights or ability to distrib- ute or otherwise market, advertise, promote or exploit the Software. If it is judicially determined that any claim or controversy arising out of or related to this Agreement or the Software cannot be settled by expedi- dited binding arbitration as noted above, then you agree that any such claims or controversies shall be brought and maintained in the state courts located within the County of Marin, State of California or the federal courts of the Northern District of California, and you waive any claim that either such forum is inconvenient. The foregoing shall not preclude LucasArts from seeking any injunc- tive or other relief for protection of LucasArts' intellectual property rights or similar rights in any court of competent jurisdiction. Because LucasArts would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that LucasArts shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addi- tion to such other remedies as LucasArts may otherwise have under applicable laws. The prevailing party in any action to enforce this Agreement shall be entitled to recover costs and expenses including, without limitation, reasonable attorney's fees. LucasArts shall have the right, but not the obligation, to defend or settle, at its option, any action or proceeding arising from a claim that your permitted use of the Software infringes or misappropriates any patent, copyright, or other own- ership of a third party. You agree to provide LucasArts with immediate notice of any such claim within ten (10) business days of your first knowl- edge thereof and to provide reasonable assistance in the defense of such claim. LucasArts shall have sole discretion and control over the defense or settlement of such claim, unless it declines to defend or settle such claim, in which case you are free to pursue such course of action as you reasonably determine. LucasArts is under no obligation hereunder to indemnify or hold you harmless with respect to any actions, proceedings or claims. In the event of such a claim, or if LucasArts believes such a claim is likely, LucasArts may: (i) procure for you the right to continue using the Software; (ii) modify the Software so that it becomes non-infringing; or (iii) terminate this Agreement. You agree to comply with any court judgment or other conditions imposed on you or LucasArts as a result of an allegation of patent or copyright infringement (whether by court order, agreement or otherwise), whether or not such judgment or conditions contradict the conditions of this Agreement, including without limitation, ceasing use of the Software. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the validity and enforceability of the remainder of this Agreement shall in no way be affected or impaired thereby and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable. LucasArts' failure to act with respect to a breach by you or others does not waive LucasArts' right to act with respect to subsequent or similar breaches, nor will any single or partial exercise of any right hereunder preclude further exercise of any other right hereunder. This Agreement sets forth the entire understanding and agreement between you and LucasArts with respect to the subject matter hereof. Except as provided herein, this Agreement may not be amended except in a writing signed by both parties; provided, however, that LucasArts has the right, without notice and/or without a writing signed by both parties, to amend this Agreement in connection with any modifications or updates to the Software. The license term shall commence as of the date you install or otherwise use the Software. You may terminate this license by disposing of the Software. Without prejudice to any other rights of LucasArts, the Agreement will terminate automati- cally if you fail to comply with its terms and conditions. In such event, you must destroy all copies of the Software and all its component parts. Your disposal or destruction of the Software and any component parts must be in accordance with applicable law. Except for the license granted herein and as expressly provided herein, the terms of this Agreement will survive ter- mination. If the Software is acquired under agreement with the U.S. government or any agency or instrumentality thereof, it is acquired as "commer- cial computer software" subject to