

LIMITED LICENSE AGREEMENT for the use of the software game CRYISIS WARHEAD ("CRYISIS WARHEAD")

1. Subject of the Agreement

This limited license agreement for the use of the computer game CRYISIS WARHEAD (this "Agreement") is entered into between Crytek GmbH and its publisher Electronic Arts Inc. ("CRYTEK") and you, the end-user (the "Licensee" or "You").

The Agreement is made effective beginning on the date on which you, the Licensee, first download, install, load or otherwise use CRYISIS WARHEAD.

By downloading, installing, loading or otherwise using CRYISIS WARHEAD you, the Licensee, agree to all terms and conditions of this Agreement or in the accompanying documentation. You should read this Agreement carefully before downloading, installing, loading or otherwise using CRYISIS WARHEAD. Section 13 below describes the data CRYTEK may use to provide services and support to you in connection with CRYISIS WARHEAD. If you do not agree with the terms and conditions set forth in this Agreement, you are not authorized to use CRYISIS WARHEAD. IF YOU INSTALL CRYISIS WARHEAD, the terms and conditions of the Agreement are fully accepted by you.

2. Grant of Limited License

Subject to your agreement to, and full compliance with, the terms and provisions of this Agreement, CRYTEK hereby grants to Licensee a limited, personal, non-transferable and non-exclusive right (the "License") during the Term, as defined below, to use CRYISIS WARHEAD in accordance with the instructions provided in the manual or on the packaging of CRYISIS WARHEAD. Your license will terminate immediately if you attempt to circumvent the copyright protection measures for CRYISIS WARHEAD.

3. Intellectual Property Rights

CRYISIS WARHEAD and all copyrights, trademarks, and all other intellectual property rights related thereto are owned by CRYTEK and are protected by German and international copyright law and other applicable law. Licensee shall have no ownership or intellectual property rights in or to CRYISIS WARHEAD, including, without limitation, all copyrights related thereto.

4. Reservation of Rights

CRYTEK expressly reserves all rights not granted in this Agreement. You are not receiving any right or license hereunder to copy, distribute, publicly perform, display or make any other use of the CRYISIS WARHEAD, or any element thereof, or the trademarks CRYTEK, CRYISIS, CRYISIS WARHEAD, CRYENGINE or any other trademark of CRYTEK or any other company.

5. Software Use Restrictions

Any use by Licensee of CRYISIS WARHEAD not expressly permitted in Section 2 above is expressly prohibited and any such unauthorized use shall constitute a material breach of this Agreement by Licensee.

This prohibition includes (but is not limited to):

- to copy, reproduce, manufacture or distribute (free of charge or otherwise) CRYISIS WARHEAD, in whole or in part, in any media;
- to transfer, sell, sublicense or lease any rights in and to CRYISIS WARHEAD to third parties;
- to use CRYISIS WARHEAD contrary to morality or applicable law;
- to modify CRYISIS WARHEAD or create any derived work (except as pursuant to the SANDBOX 2 EDITOR for CRYISIS WARHEAD or MOD SDK for CRYISIS WARHEAD Agreements)
- decompile, reverse engineer or disassemble CRYISIS WARHEAD.

Licensee shall not alter or remove any legal notices, such as trademark and copyright notices, affixed by CRYTEK on or within CRYISIS WARHEAD.

6. Term and Termination

The term of this Agreement and the license granted herein begin on the date on which you first download, install, load or otherwise use CRYISIS WARHEAD and shall expire, without notice to you or any other notice, when CRYISIS WARHEAD is removed from the market.

Licensors may revoke or terminate this License at any time, for any reason or no reason, in its sole discretion. Notwithstanding anything to the contrary herein this Agreement and the License granted to you herein shall immediately terminate, without the requirement of any notice from CRYTEK to Licensee, upon Licensee's failure to comply with or breach of any term or provision of this Agreement.

Upon the termination or expiration of this Agreement, any and all rights of Licensee hereunder shall terminate without prejudice to any rights or claims Licensee shall have no right to use CRYISIS WARHEAD in any manner. Licensee shall immediately destroy all copies of CRYISIS WARHEAD in its possession, custody or control, and all rights granted hereunder shall revert, without notice, to and be vested in CRYTEK.

Termination or expiration of this Agreement shall not create any liability against CRYTEK and shall not relieve Licensee from any liability which arises prior to termination or expiration.

7. Exclusion and Limitation of Liability

Under the terms of this Agreement, CRYTEK's liability is hereby excluded and limited to the largest extent legally possible.

CRYTEK INDEMNIFICATION DISCLAIMER. IN NO EVENT SHALL CRYTEK BE LIABLE FOR ANY DAMAGES, BE THEY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY LICENSEE OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF CRYTEK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Disclaimer of Warranties

CRYTEK provides CRYISIS WARHEAD to the Licensee "as is" and without warranty of any kind, express, statutory, implied, or otherwise, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement. CRYTEK does not warrant that CRYISIS WARHEAD or the operation thereof will be free of error or that CRYISIS WARHEAD will meet special requirements of the Licensee. No oral or written information or advice given to the Licensee by CRYTEK and/or any CRYTEK employee, representative or distributor will create a warranty for CRYISIS WARHEAD, and the Licensee may not rely on any such information or advice.

9. Support

CRYTEK will not provide any support for CRYISIS WARHEAD. Please do not call or send email to CRYTEK regarding CRYISIS WARHEAD, as Crytek will not be able to respond or answer these inquiries.

10. Licensee's Warranties and Indemnification

Licensee warrants and represents that:

- a) Licensee has full legal rights and authority to enter into and become bound by the terms of this Agreement;
- b) Licensee has full legal rights and authority to exercise Licensee's rights granted herein and to comply with Licensee's obligations hereunder;
- c) Licensee will comply, at all times during the Term, with all applicable laws.

Licensee hereby agrees to indemnify, defend, and hold harmless CRYTEK and/or their successors, assigns, officers, directors, employees, agents, representatives and licensees (but not including Licensee) from and against all damages, claims, losses, causes of action and lawsuits arising from and/or relating to a breach of this Agreement by Licensee.

11. Breach of the Agreement

In the event of a breach of this Agreement by CRYTEK, Licensee's sole remedy shall be to terminate this Agreement by delivering written notice of termination to CRYTEK.

In the event of a breach by Licensee of this Agreement, CRYTEK may pursue all remedies to which CRYTEK is entitled under applicable law and/or this Agreement.

Licensee agrees that Licensee's unauthorized use of CRYISIS WARHEAD, or any part thereof, may immediately and irreparably damage CRYTEK such that CRYTEK could not be adequately compensated by a monetary award, and in such event, and at CRYTEK's option, CRYTEK shall be entitled to an injunctive order, in addition to all other remedies available including a monetary award, to prohibit such unauthorized use, without the necessity of CRYTEK posting bond or other security.

12. Copyright Protection

CRYISIS WARHEAD uses access control and copy protection technology. An online connection is required to authenticate CRYISIS WARHEAD and verify your license. CRYISIS WARHEAD may install additional components required for proper functionality of the copyright protection. CRYTEK reserves the right to periodically validate Your License through subsequent online authentication. If Your License is not valid You may not be able to use CRYISIS WARHEAD. The first end user of this License can install and authenticate CRYISIS WARHEAD on a set number of machines. If you disable or otherwise tamper with the copyright protection measures, CRYISIS WARHEAD will not function properly.

13. CONSENT TO USE OF PERSONAL DATA

TO FACILITATE THE COPYRIGHT PROTECTION MEASURES, THE PROVISION OF SOFTWARE UPDATES, ANY DYNAMICALLY SERVED CONTENT, PRODUCT SUPPORT AND OTHER SERVICES TO YOU, INCLUDING ONLINE PLAY, YOU AGREE THAT CRYTEK AND ITS AFFILIATES MAY COLLECT, USE, STORE AND TRANSMIT TECHNICAL AND RELATED INFORMATION THAT IDENTIFIES YOUR COMPUTER (INCLUDING AN INTERNET PROTOCOL ADDRESS AND HARDWARE IDENTIFICATION), OPERATING SYSTEM AND APPLICATION SOFTWARE AND PERIPHERAL HARDWARE. CRYTEK AND ITS AFFILIATES MAY ALSO USE THIS INFORMATION IN THE AGGREGATE, IN A FORM WHICH DOES NOT PERSONALLY IDENTIFY YOU, TO IMPROVE OUR PRODUCTS AND SERVICES AND WE MAY SHARE ANONYMOUS AGGREGATE DATA WITH OUR THIRD PARTY SERVICE PROVIDERS.

14. General Provisions

This Agreement constitutes the entire understanding between Licensee and CRYTEK regarding the subject matter hereof.

This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between CRYTEK and Licensee. Neither party hereto shall have any right to obligate or bind the other party in any manner whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third persons.

CRYTEK may at any time revise and alter the version of CRYISIS WARHEAD.

This Agreement supersedes all eventual prior agreements and understanding to the subject matter hereof. Any modifications of and supplements to this Agreement must be made in writing. This provision applies also if the prerequisite of writing is ceded.

If any provision of this Agreement shall be found to be invalid or unenforceable for legal or factual reasons the invalidity or unenforceability of such provisions shall not affect the other provisions of this

Agreement and all provisions of this Agreement not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic and legal objective of the Agreement. This applies as well in case of an omission or invalidity of the whole Agreement.

This Agreement shall bind and inure to the benefit of CRYTEK, its successors and assigns, and CRYTEK may assign its rights hereunder, in CRYTEK's sole discretion. This Agreement is personal to Licensee, and Licensee shall not sublicense, assign, transfer, convey nor franchise its rights granted hereunder.

Place of performance of this Agreement is Frankfurt a.M. (Germany).

If the Licensee is defendant, CRYTEK might, if admissible, determine as court of jurisdiction the court where the Licensee is resident or the court competent for the corporate domicile of CRYTEK which currently is in Frankfurt a.M. (Germany). If CRYTEK is the defendant the parties expressly agree on the exclusive jurisdiction of the courts of Frankfurt a.M. This Agreement on jurisdiction applies to all claims, be they based on contract, on tort or on any other legal basis, arising under or in connection with this agreement.

The provisions of this Agreement shall survive cancellation, expiration or termination of this Agreement.

BY ACCEPTING BELOW, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.