CRYSIS WARS EULA - 1 -

LIMITED LICENSE AGREEMENT for the use of the software game CRYSIS WARS ("CRYSIS WARS")

1. Subject of the Agreement

This limited license agreement for the use of the computer game CRYSIS WARS (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 CRYSIS WARS.

By downloading, installing, loading or otherwise using CRYSIS WARS 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 CRYSIS WARS. Section 13 below describes the data CRYTEK may use to provide services and support to you in connection with CRYSIS WARS. If you do not agree with the terms and conditions set forth in this Agreement you are not authorized to use CRYSIS WARS. IF YOU INSTALL CRYSIS WARS, 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 CRYSIS WARS in accordance with the instructions provided in the manual or on the packaging of CRYSIS WARS. Your license will terminate immediately if you attempt to circumvent the copyright protection measures for CRYSIS WARS.

3. Intellectual Property Rights

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- to transfer, sell, sublicense or lease any rights in and to CRYSIS WARS to third parties;
- to use CRYSIS WARS contrary to morality or applicable law:
- to modify CRYSIS WARS or create any derived work (except as pursuant to the SANDBOX 2 EDITOR for CRYSIS WARS or MOD SDK for CRYSIS WARS Agreements)
- decompile, reverse engineer or disassemble CRYSIS WARS.

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6. Term and Termination

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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 CRYSIS WARS in any manner. Licensee shall immediately destroy all copies of CRYSIS WARS in its possession, custody or control, and all rights granted hereunder shall revert, without notice, to and be vested in CRYTEK.

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CRYTEK will not provide any support for CRYSIS WARS. Please do not call or send email to CRYTEK regarding CRYSIS WARS, 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

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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 CRYSIS WARS, 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

CRYSIS WARS uses access control and copy protection technology. An online connection is required to authenticate CRYSIS WARS and verify your license. CRYSIS WARS 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 CRYSIS WARS. The first end user of this License can install and authenticate CRYSIS WARS on a set number of machines. If you disable or otherwise tamper with the copyright protection measures, CRYSIS WARS 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 CRYSIS WARS.

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

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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 expressively 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.

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