

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

### 1. Subject of the Agreement

This limited license agreement for the use of the computer game CRYISIS (this "Agreement") is entered into between Crytek GmbH ("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.

By downloading, installing, loading or otherwise using CRYISIS 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. If you do not agree with the terms and conditions set forth in this Agreement you are not authorized to use CRYISIS.

### 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 in accordance with the instructions provided in the manual or on the packaging of CRYISIS.

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- to modify CRYISIS or create any derived work (except as pursuant to the SANDBOX 2 EDITOR for CRYISIS or MOD SDK for Crysis Agreements)
- decompile, reverse engineer or disassemble CRYISIS.

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

### 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 and shall expire, without notice to you or any other notice, when CRYISIS is removed from the market.

Licensor 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 in any manner. Licensee shall immediately destroy all copies of CRYISIS 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.

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CRYTEK provides CRYISIS 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 or the operation thereof will be free of error or that CRYISIS 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, and the Licensee may not rely on any such information or advice.

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

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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.

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.

### **.NET Framework Deployment**

### **Microsoft .NET Framework 1.1 Redistributable EULA**

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### *ARTICLE I: User Terms*

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Attn: Customer Service  
3070 Bristol Street, 2nd Floor  
Costa Mesa, CA 92626

**Email:**

<http://support.igngamespy.com>

**Telephone:**

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