



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

1. Subject of the Agreement

This limited license agreement for the use of the software/video game CRYISIS REMASTERED on the PC/Windows platform (this "Agreement") is entered into between Crytek GmbH, Hugo-Junkers-Strasse 3, 60386 Frankfurt am Main, Germany ("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 REMASTERED.

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

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 REMASTERED in accordance with the instructions provided in the manual or on the packaging of CRYISIS REMASTERED. Unless set forth otherwise in the manual or on the packaging or during the download process you are allowed to install and use CRYISIS REMASTERED on one (1) PC computer at the same time only.

3. Intellectual Property Rights

CRYISIS REMASTERED is licensed, not sold. CRYISIS REMASTERED 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 REMASTERED, including, without limitation, all copyrights related thereto.

4. Reservation of Rights

CRYTEK (or its licensors, as applicable) 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 CRYISIS REMASTERED, or any element thereof, or the trademarks CRYTEK, CRYISIS, CRYENGINE, or any other trademark of CRYTEK or any other company.

5. Software Use Restrictions

Any use by Licensee of CRYISIS REMASTERED 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 REMASTERED, in whole or in part, in any media;
- remove, disable or circumvent any security protections or any technical measures that control access to CRYISIS REMASTERED and/or are designed to prevent or inhibit the infringement of any copyright or other intellectual property right in CRYISIS REMASTERED;
- to transfer, sell, sublicense or lease any rights in and to CRYISIS REMASTERED to third parties;
- to use CRYISIS REMASTERED contrary to morality or applicable law;
- to modify CRYISIS REMASTERED – including but not limited to create, develop, distribute, or use any unauthorized software programs (“cheats”, “hacks”, etc.) to gain any advantage in any game mode or to run or use methods which interfere with the outcome and/or the course of the gameplay of CRYISIS REMASTERED (including cheats, bots, scripts, etc.) - or create any derived work.
- decompile, reverse engineer or disassemble CRYISIS REMASTERED.

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

6. Digital Rights Management (DRM)/ Technical Protections Measures (TPM)

CRYISIS REMASTERED may use DRM systems and/or TPM as indicated in this Agreement or on the packaging or during the download process or elsewhere. Please check the terms and requirements of such DRM/TPM systems carefully before buying, installing or downloading CRYISIS REMASTERED. If you do not agree with these terms and requirements you are not allowed to use CRYISIS REMASTERED in any way.

CRYISIS REMASTERED may be protected by Denuvo Anti-Tamper Protection Technology (“Denuvo Software”).

You hereby acknowledge and agree to the following regarding the Denuvo Software:

- (a) the installation of CRYISIS REMASTERED will cause the Denuvo Software Technology to be installed on your device;
- (b) the Denuvo Software may limit the number of installations of the CRYISIS REMASTERED;
- (c) the Denuvo Software may download certain files and/or data to your device in order to function properly and that certain files and/or data may be uploaded to one or more servers;
- (d) during the installation and/or the first launch of the CRYISIS REMASTERED, an online connection may be required to activate CRYISIS REMASTERED.

The software use restrictions of Section 5 are applicable to Denuvo Software as well and any breach of these restrictions shall constitute a material breach of this Agreement.

In no event shall CRYTEK be liable to you in connection with the components that may be installed on your device relating to the Denuvo Software.

If you disable or otherwise tamper with the Denuvo Software, CRYISIS REMASTERED may not operate properly and you are in material breach of this Agreement.

You can find out about Denuvo’s privacy practices in its privacy policy: <https://irdeto.com/privacy/>

7. Support

CRYTEK shall not be obliged to provide any support for CRYISIS REMASTERED. Any support render by Crytek is subject to its sole discretion and may be terminated at any time.

8. 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 REMASTERED and shall continue in perpetuity until terminated in accordance with this Agreement. 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 REMASTERED in any manner. Licensee shall immediately destroy all copies of CRYISIS REMASTERED 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. The provisions of this Agreement which by their terms or sense are intended to survive shall survive cancellation, expiration or termination of this Agreement.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH CRYTEK AND ITS AFFILIATES, CRYTEK'S LICENSORS AND THEIR AFFILIATES, YOUR LICENSORS AND THEIR AFFILIATES IS TO STOP USING CRYTEK SERVICES AND/OR CRTEK SOFTWARE/VIDEO GAMES, AND TO CANCEL YOUR CRYTEK ACCOUNT (IF APPLICABLE). YOU ACKNOWLEDGE AND AGREE THAT CRYTEK AND ITS AFFILIATES, CRYTEK'S LICENSORS AND THEIR AFFILIATES, YOUR LICENSORS AND THEIR AFFILIATES ARE NOT LIABLE FOR ANY ACT OR FAILURE TO ACT BY THEM OR ANY OTHER PERSON REGARDING CONDUCT, COMMUNICATION OR CONTENT ON CRYTEK SERVICES OR USE OF CRYTEK SOFTWARE. IN NO CASE SHALL CRYTEK AND ITS AFFILIATES, CRYTEK'S LICENSORS AND THEIR AFFILIATES, YOUR LICENSORS AND THEIR AFFILIATES EMPLOYEES', OFFICERS', OR DIRECTORS' (COLLECTIVELY, "CRYTEK AFFILIATES") LIABILITY TO YOU EXCEED THE AMOUNT THAT YOU PAID TO CRYTEK FOR THE RESPECTIVE CRYTEK SERVICES AND/OR CRYTEK SOFTWARE/VIDEO GAMES. IN NO CASE SHALL CRYTEK AND ITS AFFILIATES, CRYTEK'S LICENSORS AND THEIR AFFILIATES, YOUR LICENSORS AND THEIR AFFILIATES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF CRYTEK SERVICES, CRYTEK SOFTWARE/VIDEO GAMES, THE INTERNET OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF CRYTEK SERVICES OR ACCOUNTS. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, CRYTEK AND ITS AFFILIATES, CRYTEK'S LICENSORS AND THEIR AFFILIATES, YOUR LICENSORS AND THEIR AFFILIATES' LIABILITY SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW. CRYTEK AND ITS AFFILIATES, CRYTEK'S LICENSORS AND THEIR AFFILIATES, YOUR LICENSORS AND THEIR AFFILIATES DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY THIRD PARTY PRODUCT OR SERVICE OFFERED THROUGH CRYTEK AND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

10. Limitation of Warranty

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT THE USE OF CRYTEK SERVICES, CRYTEK SOFTWARE/VIDEO GAMES, AND THE INTERNET IS AT YOUR SOLE RISK. CRYTEK SERVICES, CRYTEK SOFTWARE/VIDEO GAMES, CRYTEK'S PRODUCTS AND THIRD-PARTY SERVICES AND PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR

YOUR USE, WITHOUT WARRANTIES OF ANY KIND BY CRYTEK AND ITS AFFILIATES, CRYTEK`S LICENSORS AND THEIR AFFILIATES, YOUR LICENSORS AND THEIR AFFILIATES, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. CRYTEK PROVIDES CRYTEK SERVICES AND/OR CRYTEK SOFTWARE/VIDEO GAMES ON A COMMERCIALY REASONABLE BASIS AND DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE CRYTEK SERVICES AT TIMES OR LOCATIONS OF YOUR CHOOSING, OR THAT CRYTEK WILL HAVE ADEQUATE CAPACITY FOR CRYTEK SERVICES AND/OR CRYTEK SOFTWARE/VIDEO GAMES AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHIC AREA.

11. 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.

12. 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 (and its licensors, as applicable) may pursue all remedies to which CRYTEK is entitled under applicable law and/or this Agreement, including without limitation the compensation for any and all damages which may arise in connection with such breach.

Licensee agrees that Licensee's unauthorized use of CRYISIS REMASTERED, 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.

13. General Provisions

a. Entire Agreement: This Agreement (including – if applicable - the CRYTEK Privacy Policy, the manual and other supplemental terms provided by CRYTEK) and any posted rules or instructions regarding CRYISIS REMASTERED constitute the entire agreement between you and CRYTEK relating to your rights and obligations in the use of CRYISIS REMASTERED. This Agreement completely replaces older versions of this Agreement. If there is any conflict between this Agreement and any other rules or instructions posted by CRYTEK, such other rules or instructions shall prevail.

b. Remedies. You agree that this Agreement are not intended to confer and does not confer any rights or remedies upon any person other than the parties to this Agreement. You also understand and agree that this Agreement, the CRYTEK Privacy Policy and the supplemental terms, are not intended to confer, and do not confer, any rights or remedies upon any person.

- c. Transfer of Rights. Crytek shall be entitled to transfer any rights and obligations under this Agreement or the whole Agreement to third parties. Licensee shall not transfer any rights and obligations under this Agreement without CRYTEK's prior written approval.
- d. Severability. If any part of this Agreement is held invalid or unenforceable, that portion shall be interpreted in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of CRYTEK, and the remaining portions shall remain in full force and effect.
- e. Waiver. The failure of CRYTEK to exercise or enforce any right or provision of this Agreement will not constitute waiver of such right or provision. Any waiver of any provision of this Agreement will be effective only if in a writing signed by CRYTEK.
- f. Governing Law. (i) The laws of Germany, excluding its conflicts-of-law rules, govern this Agreement; and (ii) if 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.
- g. CRYTEK's licensors shall be third-party beneficiaries under this Agreement and shall have the express right to enforce its provisions and to enjoy the benefits of its protections.
- h. CRYTEK may at any time revise and alter the version of CRYISIS REMASTERED.
- i. CRYISIS REMASTERED may include third party code provided under different license. Please check the credits for further information.
- j. The Agreement is made in English language and may be translated in different languages. In case of a difference of interpretation of any provision hereunder caused by the translation to another language the English version shall prevail.

14. Users Subject to the Jurisdiction of Germany

For Users subject to German law the following shall apply: Instead of Sec. 9 "Limitation of Liability" the following shall apply:

Limitation of Liability

- a. CRYTEK, its Affiliates and your licensors and their affiliates are liable for damages, regardless on which legal basis (be it contract, tort or otherwise), only if
 - i. such damages are caused by violation of essential obligations of this Agreement (Kardinalpflichten) for CRYTEK, its Affiliates and your licensors and their affiliates negligence or intent (Verschulden) which endangers the purpose of the Agreement; or
 - ii. such damages are caused by CRYTEK, its Affiliates and your licensors and their affiliates gross negligence or intent.
- b. In case that CRYTEK, its Affiliates and your licensors and their affiliates are liable for the violation of an essential obligation of this Agreement (Kardinalpflicht) without acting with gross negligence or intent then the liability is limited to amount of payments received from the respective User.
- c. If CRYTEK, its Affiliates and your licensors and their affiliates are liable for damages pursuant to Section (a) above for gross negligence or intent CRYTEK, its Affiliates and your licensors and their affiliates staff other than the managing directors then the liability is also limited to the amount set forth in Section (b).

- d. CRYTEK, its Affiliates and your licensors and their affiliates is not liable for indirect or consequential damages (Mangelfolgeschäden), loss of profits or frustrated costs if such damages are not a result of gross negligence or intent of CRYTEK, its Affiliates and your licensors and their affiliates Affiliates managing directors.
- e. The exclusion or limitation of liability pursuant to this Sec. 14 also applies with respect to claims against CRYTEK, its Affiliates and your licensors and their affiliates staff or contractors.
- f. The liability of CRYTEK, its Affiliates and your licensors and their affiliates with respect to death, bodily injury or health, a guarantee CRYTEK, its Affiliates and your licensors and their affiliates (if any) or pursuant to the Product Liability Act (Produkthaftungsgesetz) shall remain unaffected.
- g. If the User is also liable for certain damages then CRYTEK, its Affiliates and your licensors and their affiliates shall bear an amount of such damages in accordance to its contributory negligence (Mitverschulden). With respect to the User's responsibility for reduction of damages (Schadensminderungsobligation) the User is responsible for regular back-ups of its data and in case of an assumed bug shall take all further reasonable measures. In case of loss of data CRYTEK, its Affiliates and your licensors and their affiliates is thus liable only to the extent that such loss of data would have occurred in case of a due data back-up as well.