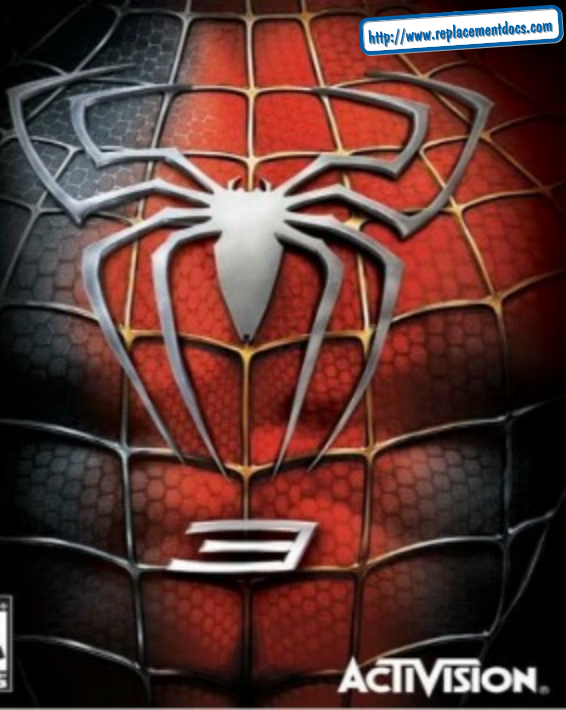


GAME BOY ADVANCE

SPIDER-MAN



<http://www.replacementdocs.com>



ACTIVISION

*PLEASE CAREFULLY READ THE SEPARATE HEALTH AND SAFETY PRECAUTIONS BOOKLET INCLUDED WITH THIS PRODUCT BEFORE USING YOUR NINTENDO® HARDWARE SYSTEM, GAME PAK OR ACCESSORY. THIS BOOKLET CONTAINS IMPORTANT HEALTH AND SAFETY INFORMATION.*

*IMPORTANT SAFETY INFORMATION: READ THE FOLLOWING WARNINGS BEFORE YOU OR YOUR CHILD PLAY VIDEO GAMES.*

## **WARNING - Seizures**

- Some people (about 1 in 4000) may have seizures or blackouts triggered by light flashes or patterns, such as while watching TV or playing video games, even if they have never had a seizure before.
- Anyone who has had a seizure, loss of awareness, or other symptom linked to an epileptic condition should consult a doctor before playing a video game.
- Parents should watch when their children play video games. Stop playing and consult a doctor if you or your child have any of the following symptoms:

**Convulsions**  
**Altered vision**

**Eye or muscle twitching**  
**Involuntary movements**

**Loss of awareness**  
**Disorientation**

- To reduce the likelihood of a seizure when playing video games:
  1. Sit or stand as far from the screen as possible.
  2. Play video games on the smallest available television screen.
  3. Do not play if you are tired or need sleep.
  4. Play in a well-lit room.
  5. Take a 10 to 15 minute break every hour.

## **WARNING - Repetitive Motion Injuries and Eyestrain**

Playing video games can make your muscles, joints, skin or eyes hurt after a few hours. Follow these instructions to avoid problems such as tendinitis, carpal tunnel syndrome, skin irritation or eyestrain:

- Avoid excessive play. It is recommended that parents monitor their children for appropriate play.
- Take a 10 to 15 minute break every hour, even if you don't think you need it.
- If your hands, wrists or arms or eyes become tired or sore while playing, stop and rest them for several hours before playing again.
- If you continue to have sore hands, wrists or arms or eyes during or after play, stop playing and see a doctor.

## **WARNING - Battery Leakage**

Nintendo portable video game systems contain a rechargeable lithium ion battery pack. Leakage of ingredients contained within the battery pack, or the combustion products of the ingredients, can cause personal injury as well as damage to your hardware. If battery leakage occurs, avoid contact with skin. If contact occurs, immediately wash thoroughly with soap and water. If liquid leaking from a battery pack comes into contact with your eyes, immediately flush thoroughly with water and see a doctor.

To avoid battery leakage:

- Do not expose battery to excessive physical shock, vibration, or liquids.
- Do not disassemble, attempt to repair or deform the battery.
- Do not dispose of battery pack in a fire.
- Do not touch the terminals of the battery, or cause a short between the terminals with a metal object.
- Do not peel or damage the battery label.

***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.



**THIS GAME PAK WILL WORK ONLY WITH THE GAME BOY® ADVANCE, GAME BOY® MICRO, OR NINTENDO DS™ VIDEO GAME SYSTEMS.**

*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 damage or loss 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 domestic and international intellectual property laws.*

*Rev-D (L)*



LICENSED BY



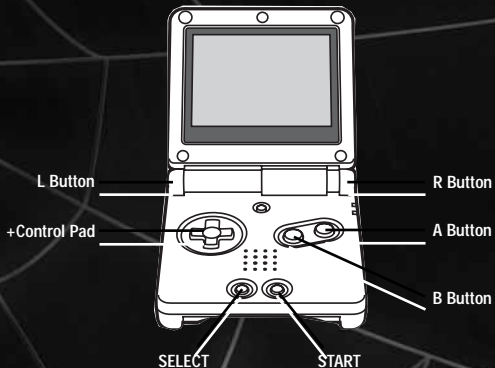
# CONTENTS

Getting Started . . . . .	4
Game Boy® Advance Controls . . . . .	5
The Story . . . . .	6
Basic Controls . . . . .	6
Main Menu . . . . .	7
Save Slot Select . . . . .	7
In-Game Pause Menu . . . . .	8
HUD . . . . .	9
Spider-Man Movement . . . . .	9
Spider-Man Combat . . . . .	10
Rewards and Progression . . . . .	11
Black-Suited Spider-Man . . . . .	11
Special Moves . . . . .	12
Credits . . . . .	13
Customer Support . . . . .	17
Software License Agreement . . . . .	18

# GETTING STARTED

- Make sure the power switch is OFF.
- Insert the *Spider-Man 3*<sup>™</sup> Game Pak into the Game Boy<sup>®</sup> Advance slot as described in your Nintendo Game Boy<sup>®</sup> Advance instruction manual.
- Turn the power switch ON.
- To skip the introductory sequence, press **START**.

# GAME BOY® ADVANCE CONTROLS



# THE STORY

Finally coming to terms with his powers and abilities while still trying to be a normal guy with a girlfriend, Spider-Man must now deal with a city that's teeming with plots of revenge, and criminal masterminds trying to seize control of New York City's seat of government. To make matters worse, a new pair of super-powered threats is coming closer to Spider-Man's hometown, closer than he could ever imagine.

# BASIC CONTROLS

SPIDERMAN ACTIONS	CONTROLS
Jump/Swing	A Button
Punch/Kick (+modifier)	B Button
Web-line: Web Zip, Web Bind, Web Pull	R Button
Attack Modifier – Kick Moves	L Button



SPIDERMAN ACTIONS	CONTROLS
Movement/Web Targeting (+ Web-line)	+Control Pad
Mission Objectives	SELECT
Pause Menu	START

## MAIN MENU

**Start Game** – Select **Start Game** to begin playing *Spider-Man 3*. In the Save Slot Select screen, you can begin a new game or continue playing a saved game.

**View Credits** – Select **View Credits** to view the game credits.

## SAVE SLOT SELECT

Start a new game or continue a saved game from the Save Slot Select screen. To start a new game, select the empty slot with the +Control Pad. *Spider-Man 3™* saves automatically so you can continue your game later.

To continue a saved game, simply select the appropriate save slot and press **Accept**.

To erase an already saved game, select **Erase** and confirm your selection. Once you erase a game, it cannot be recovered.

**Mission Selection** – This screen shows your current Mission. You can also go back and replay previously finished Missions.

## IN-GAME PAUSE MENU

To bring up the Pause Menu, press **START** during gameplay. The Pause Menu options are:

- **Resume** – Continue gameplay.
- **Quit Level** – Quit the game and return to the Level Select map screen.
- **Sleep** – Put the GBA into Sleep Mode to save batteries. Press the **L + R** Buttons and **SELECT** to recover from Sleep Mode.
- **Sound** – Adjust the volume level of sound effects and music.

# HUD

**Health and Rage Meters** – Spider-Man's meters are displayed in the upper left corner of the screen. The top bar filled with green squares indicates how many hits Spider-Man can endure before being knocked out. The bar under the Health Meter indicates how much rage Spider-Man has built up while fighting criminals. See page 11 for more information on how the Rage Meter affects Black-Suited Spider-Man.

**Spider-Sense** – Whenever Spider-Man is about to be attacked or is in imminent danger, Spider-Man's Spider-Sense will activate, flashing the Health Meter, warning you of an oncoming threat.

**Current Objective** – A directional arrow will appear on the top center of the screen to indicate the next Objective in a level.

# SPIDER-MAN MOVEMENT

**Run** – Press ← or → on the +Control Pad.

**Crouch** – Press ↓ on the +Control Pad.

**Jump** – Press the **A** Button. Hold the **A** Button longer to jump higher.

**Web Swing** – Press and hold the **A** Button while in the air. Once you've completed a full Swing, Spider-Man will release the Web-line. Press the **A** Button again while in the air to shoot another Web-line and continue swinging.

**Web Zip** – Hold the **L** Button and a **direction** (**← → ↑ ↓**) on the +Control Pad, then press the **R** Button to shoot out a Web-line. If the Web-line hits a surface, Spider-Man will automatically zip to it.

## SPIDER-MAN COMBAT

**Punch** – Press the **B** Button.

**Kick** – Press the **L + B** Buttons.

**Swing Kick** – Press **B** Button while swinging over an enemy.

### Special Moves

Spider-Man's Special Moves allow him to do amazing things. As Spider-Man follows the unfolding story, new moves and abilities will unlock and become available for use. How-to instructions are displayed in-game when each new move is unlocked. Special Combat Moves are automatically unlocked upon completion of certain levels.

# REWARDS AND PROGRESSION

As Spider-Man progresses through the game, he can find and acquire special Power-up rewards scattered throughout game levels. If Spider-Man ever gets knocked out, he will lose his Power-ups and will need to collect new ones. Fortunately, you can always go back and replay completed levels.

## Spider-Man Power-Ups

- Health
- Increased melee damage
- Increased web capture duration

# BLACK-SUITED SPIDER-MAN

As you punch and kick your way through the Missions, your Rage Meter will fill up. When it's completely filled, Spider-Man's rage will overcome him, and he'll switch into the Black Suit, allowing for a whole new range of attacks and combos. If Black-Suited Spider-Man takes any damage, he'll automatically switch back into Spider-Man.

# SPECIAL MOVES

## Spider-Man's Special Moves

**Crouch Roll** – Crouched rolling evade

**Dash** – Quick burst of speed

**Sweep Punch** – Dual-strike punch

**Web Pull** – Mid-range attack

## Black-Suited Spider-Man's Special Moves

**Web Balls** – Balls of webbing that damage foes

**Uppercut** – Spider-Man's big clearing hit

**Charge** – Spider-Man's traversal attack

# CREDITS

Developed by  
**Vicarious Visions, Inc.**  
www.wisions.com

**CEO/Chief Creative Officer**  
Karthik Bala

**President**  
Guha Bala

**Executive Producer**  
David Nathanielsz

**Producer**  
Jonathan Hermann

**Lead Designer**  
Bret Dunham

**Lead Engineer**  
Jon Hilliker

**Lead Artist**  
Eric Feurstein

**Lead Animator**  
Travis Cameron

**Design Team**  
Ben Frost  
Muhammad Ahmed  
Jonathan Russell

**Engineering Team**  
Thomas Gawrys

**Art Team**  
Scott Moore  
Tiffany Nelson

**Animation Team**  
Romy Cayetano  
Ediber Reyes

**Audio Team**  
Kenneth Bowen

**Dialogue Writer**  
Evan Skolnick

**Music**  
Shin'en Multimedia

**QA Supervisor**  
Joe Fisher

**Quality Assurance**  
Mike Chera, Ryan Clause

**WV Special Thanks**  
Di Davies, Steve Derrick  
Tim Stellmach, Robert Trevellyan

**Additional Support**  
Lauren Costello, Nehme Frangie  
Dawn Harrington, Kathy Hoppes  
Chad Portwine, Sergio Sanchez  
Rick Stegmann, Ida Thornburg

We would also like to thank all of the development teams of the other Spider-Man 3 games for additional content used in the making of this title.

**Kid Testers**  
Kenny Aragon, Jaia Benson  
Noah Dawson, Ben Godgart  
Eriq Hunt, Joshua Hunt  
Nick Iwaniec, Seamus McGuirk  
Nico Montello, Trevor Scully  
Jacob Skolnick

## **Activision**

### **Producers**

William Schmitt  
Juan Valdes

### **Associate Producers**

John C. Boone II  
Neven Dravinski  
Derek E. Smith  
John Sweeney  
Will Townsend

### **Production Coordinators**

Vincent Fennel  
Matthew Hunt  
Derek Racca

### **Executive Producer**

Scott Walker

### **V.P. North American Studios**

Laird Malamed

QUALITY ASSURANCE /  
CUSTOMER SUPPORT

### **VP of Customer Support/ Quality Assurance**

Rich Robinson

### **Director of Quality Assurance**

James Galloway

### **Manager, Quality Assurance**

Matt McClure

### **Sr. Leads, Quality Assurance**

Jason Potter, Brad Saavedra

### **Lead, Quality Assurance**

Robin Odlum

### **Sr. Manager,**

### **Technical Requirements Group**

Christopher Wilson

### **Nintendo Platform Leads, Technical Requirements Group**

Sasan "Sauce" Helmi  
Robert Lara

### **Floor Leads,**

### **Technical Requirements Group**

Zac Blitz  
Menas Kapitsas  
Randi Pardo

### **Test Team,**

### **Technical Requirements Group**

Eddie Araujo  
Lucas Goldman

Jeff Koyama  
Brian Marvin  
Brandon Miller  
Joe Pardo  
Todd Sutton  
Eric Stanzione

### **Floor Lead, Quality Assurance**

Mark Soriano

### **Test Team, Quality Assurance**

Jamar Graham  
Keith Lawson  
Adam Raun  
Felipe Sillas  
Ty Viveiros  
Shane Woodson

### **Burn Room**

Joule Middleton – Coordinator  
Pokee Chan – Technician  
Danny Feng – Technician  
Kai Hsu – Technician

### **Customer Support Managers**

Gary Bolduc – Phone Support  
Michael Hill – E-mail Support

### **Manager, Resource Administration**

Nadine Theuzillot



### **CS/OA Special Thanks**

John Rosser, Marilena Rixford  
Jason Levine, Glenn ViStante  
Brad Saavedra, Evan Button  
Henry Villanueva,  
Thom Denick  
Paul Williams, Indra Yee  
Todd Komesu, Vyente Ruffin  
Dave Garcia-Gomez,  
Willie Bolton  
Jennifer Vitiello, Jeremy Shortell  
Dylan Rixford, Nikki Guillote  
Alexander Watkins  
Stephanie Russell

### **Central Studios**

**Game Design Analyst**  
Jeff Chen

**Lead Systems Designer**  
Tom Wells

**Senior Director of Game Design**  
Carl Schnurr

**Senior Art Director**  
Alessandro Tento

**Chief Technology Officer**  
Steve Pearce

### **GLOBAL BRAND MANAGEMENT**

**VP, Global Brand Management**  
Rob Kostich

**Global Brand Manager**  
Amy Longhi

**Associate Brand Manager**  
Michael Steiner

### **PR**

**Sr. Director,  
Corporate Communications**  
Michelle Schroder

**Sr. Manager,  
Corporate Communications**  
Ryh-Ming Poon

**Sr. Publicist,  
Corporate Communications**  
Aaron Grant

**Jr. Publicist,  
Corporate Communications**  
Lindsay Morio

### **MARKETING COMMUNICATIONS**

**Vice President, Marketing  
Communications**  
Denise Walsh

**Director, Marketing Communications**  
Susan Hallock

**Manager, Marketing Communications**  
Shelby Yates

**Assistant Manager,  
Marketing Communications**  
Karen Starr

### **OPERATIONS**

**Sr. Manager, Mainline Operations**  
Jen Sullivan

**Sr. Director, Supply Chain**  
Laura Hoegler

**Project Manager, Mainline**  
Brandi Baker

### **TRADE MANAGEMENT**

**Trade Promotions, Senior Manager**  
Molly Hinchey

**Trade Marketing Manager**  
Sean Dexheimer

**Associate Trade Marketing Manager**  
Teresa Lin

**Director, Trade Marketing**  
Steve Young

## BUSINESS DEVELOPMENT

### **Sr. Director**

Dave Anderson

### **Sr. Manager**

Justin Berenbaum

### **Manager**

Tina Kwon

### **Producer**

Frankie Kang

### **Associate Manager**

Letam Bilra

## MUSIC

### **Worldwide Executive of Music**

Tim Riley

### **Music Supervisor**

Brandon Young

### **Activision Special Thanks**

Mike Griffith, Robin Kaminsky

Brian Ward, Steve Pearce

Will Kassoy, Jane Hunt

Sasha Gross, Jeff Chen

Brian Morrison

## Marvel Entertainment

**Vice President & Executive Producer,  
Interactive**

Ames Kirshen

**President of Production,  
Marvel Studios**

Kevin Feige

**Business & Legal Affairs**

Seth Lehman, Joshua M. Silverman

Carl Suecoff, Ryan Potter

## Packaging and Manual Design

Ignited Minds LLC

## Sony Pictures Consumer Products

**Vice President, Interactive**

Mark Caplan

**Director, Interactive**

Keith Hargrove

**Special Thanks**

Sam Raimi, Kevin Feige

Avi Arad, Josh Matas

George Leon, Juli Boylan

Laetitia May

# CUSTOMER SUPPORT

*Note: Please do not contact Customer Support for hints/codes/cheats; only technical issues.*

**Internet:** <http://www.activision.com/support>

Our support section of the Web has the most up-to-date information available. We update the support pages daily, so please check here first for solutions. If you cannot find an answer to your issue, you can submit a question/incident to us using the online support form. A response may take anywhere from 24–72 hours depending on the volume of messages we receive and the nature of your problem.

*Note: Internet support is handled in English only.*

**Phone:** (310) 255-2050

You can call our 24-hour voice-mail system for answers to our most frequently asked questions at the above number. Contact a Customer Support representative at the same number between the hours of 9:00 a.m. and 5:00 p.m. (Pacific Time), Monday through Friday, except holidays. **Please do not send any game returns directly to Activision without first contacting Customer Support.** It is our policy that game returns/refunds must be dealt with by the retailer or online site where you purchased the product. Please see the Limited Warranty contained within our Software License Agreement for warranty replacements.

**Register your product online at [www.activision.com](http://www.activision.com) so we can enter you in our monthly drawing for a fabulous Activision prize.**

**If you would like more information related to this product or its features, please visit [www.sm3thegame.com](http://www.sm3thegame.com)**

**To view a full length manual, including credits, visit [www.activision.com/en\\_US/manuals/](http://www.activision.com/en_US/manuals/)**

# Software License Agreement

**IMPORTANT - READ CAREFULLY:** USE OF THIS PROGRAM IS SUBJECT TO THE SOFTWARE LICENSE TERMS SET FORTH BELOW. "PROGRAM" INCLUDES THE SOFTWARE INCLUDED WITH THIS AGREEMENT, THE ASSOCIATED MEDIA, ANY PRINTED MATERIALS, AND ANY ON-LINE OR ELECTRONIC DOCUMENTATION, AND ANY AND ALL COPIES AND DERIVATIVE WORKS OF SUCH SOFTWARE AND MATERIALS. BY OPENING THIS PACKAGE, AND/OR USING THE PROGRAM, YOU ACCEPT THE TERMS OF THIS LICENSE WITH ACTIVISION, INC. ("ACTIVISION").

**LIMITED USE LICENSE.** Activision grants you the non-exclusive, non-transferable, limited right and license to use one copy of this Program solely and exclusively for your personal use. All rights not specifically granted under this Agreement are reserved by Activision. This Program is licensed, not sold. Your license confers no title or ownership in this Program and should not be construed as a sale of any rights in this Program.

**OWNERSHIP.** All title, ownership rights and intellectual property rights in and to this Program and any and all copies thereof (including but not limited to any titles, computer code, themes, objects, characters, character names, stories, dialog, catch phrases, locations, concepts, artwork, animation, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, and any related documentation incorporated into this Program) are owned by Activision or its licensors. This Program is protected by the copyright laws of the United States, international copyright treaties and conventions and other laws. This Program contains certain licensed materials and Activision's licensors may protect their rights in the event of any violation of this Agreement.

## **YOU SHALL NOT:**

- Exploit this Program or any of its parts commercially, including but not limited to use at a cyber cafe, computer gaming center or any other location-based site. Activision may offer a separate Site License Agreement to permit you to make this Program available for commercial use; see the contact information below.
- Remove, disable or circumvent any proprietary notices or labels contained on or within the Program.
- Export or re-export this Program or any copy or adaptation in violation of any applicable laws or regulations.

**LIMITED WARRANTY.** Activision warrants to the original consumer purchaser of this Program that the recording medium on which the Program is recorded will be free from defects in material and workmanship for 90 days from the date of purchase. If the recording medium is found defective within 90 days of original purchase, Activision agrees to replace, free of charge, any product discovered to be defective within such period upon its receipt of the Product, postage paid, with proof of the date of purchase, as long as the Program is still being manufactured by Activision. In the event that the Program is no longer available, Activision retains the right to substitute a similar program of equal or greater value. This warranty is limited to the recording medium containing the Program as originally provided by Activision and is not applicable to normal wear and tear. This warranty shall not be applicable and shall be void if the defect has arisen through abuse, mistreatment or neglect. Any implied warranties prescribed by statute are expressly limited to the 90-day period described above.

EXCEPT AS SET FORTH ABOVE, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND NO OTHER REPRESENTATIONS OR CLAIMS OF ANY KIND SHALL BE BINDING ON OR OBLIGATE ACTIVISION.

When returning the Program for warranty replacement please send the original product cartridge only in protective packaging and include:

(1) a photocopy of your dated sales receipt; (2) your name and return address typed or clearly printed; (3) a brief note describing the defect, the problem(s) you are encountering and the system on which you are running the Program; (4) if you are returning the Program after the 90-day warranty period, but within one year after the date of purchase, please include check or money order for \$15 U.S. currency per cartridge replacement. Note: Certified mail recommended.

In the U.S. send to: Warranty Replacements, Activision, Inc., P.O. Box 67713, Los Angeles, California 90067

**LIMITATION ON DAMAGES.** IN NO EVENT WILL ACTIVISION BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE OR MALFUNCTION OF THE PROGRAM, INCLUDING DAMAGES TO PROPERTY, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, EVEN IF ACTIVISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACTIVISION'S LIABILITY SHALL NOT EXCEED THE ACTUAL PRICE PAID FOR THE LICENSE TO USE THIS PROGRAM. SOME STATES/COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND/OR EXCLUSION OR LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

**TERMINATION.** Without prejudice to any other rights of Activision, this Agreement will terminate automatically if you fail to comply with its terms and conditions. In such event, you must destroy all copies of this Program and all of its component parts.

**U.S. GOVERNMENT RESTRICTED RIGHTS.** The Program and documentation have been developed entirely at private expense and are provided as "Commercial Computer Software" or "restricted computer software." Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clauses in DFARS 252.227-7013 or as set forth in subparagraph (c)(1) and (2) of the Commercial Computer Software Restricted Rights clauses at FAR 52.227-19, as applicable. The Contractor/Manufacturer is Activision, Inc., 3100 Ocean Park Boulevard, Santa Monica, California 90405.

**INJUNCTION.** Because Activision would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that Activision shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as Activision may otherwise have under applicable laws.

**INDEMNITY.** You agree to indemnify, defend and hold Activision, its partners, affiliates, contractors, officers, directors, employees and agents harmless from all damages, losses and expenses arising directly or indirectly from your acts and omissions to act in using the Product pursuant to the terms of this Agreement.

**MISCELLANEOUS.** This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. It may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement shall not be affected. This Agreement shall be construed under California law as such law is applied to agreements between California residents entered into and to be performed within California, except as governed by federal law and you consent to the exclusive jurisdiction of the state and federal courts in Los Angeles, California.