

OVERLOUD END USER LICENSE AGREEMENT

By clicking on the "Accept" button and/or installing, copying, downloading or otherwise using the Overloud product accompanying this Agreement, which includes computer software and may include associated media, printed materials, and electronic materials (collectively, the "Software"), you agree to be bound by the terms of this License Agreement. The Software may be accompanied by certain third party software components ("Third-Party Products") separately licensed by third parties. These components, if any, are identified in, and subject to, special license notices, terms and/or conditions set forth in the documents located the third party license folder accompanying this Software ("Third-Party Notices"). The Third-Party Notices may include important licensing and warranty information and disclaimers. In the event of conflict between the Third-Party Notices and the other portions of this Agreement, the Third-Party Notices will take precedence (but solely with respect to the Third-Party Products to which the Third-Party Notices relate). If you do not agree to the terms of this License Agreement, click on the "Decline" button and/or do not install or use the Software.

1. **Installation.** You (One [1] user) may install and use the Software on more than one computer only if these computers form a single production unit or constitute separate workstations that belong to the same owner. The number of concurrent installations is limited by the authorization process on the Overloud website and this number may be changed without notice.
2. **Terms Of Use.** The Software is licensed for installation and use only in the manner configured by the automated installation program included with the Software. The Software may not be separated into its component parts nor may the Software be modified, in whole or in part, for any use other than its installed configuration.
3. **No Reverse Engineering.** As a condition of this license, you will not attempt, and if you are a corporation, you will use your best efforts to prevent your employees and contractors from attempting to reverse engineer, disassemble, compile, modify, translate, or otherwise alter the Software or any associated Overloud's hardware in whole or in part.
4. **Other Restrictions.** You may not rent, sell, lease or lend, the Software. You may not permit third parties to benefit from the use of functionality of the Software through a timesharing, service bureau or other arrangement. You may not modify or create derivative works based on the Software in whole or in part.
5. **Educational Software License.** If the Software is designated or specially-priced as an "Academic" or "Education" version, the Software is not licensed for any commercial or for-profit use, and may be used only by:

5.1 **Individuals:** currently enrolled, post-secondary students of junior, community, private, and state colleges, universities, and accredited vocational schools (degree- and certificate-granting schools/programs only) and faculty, staff, and employees of the acceptable institutions listed in

section 5.2.

5.2 Institutions: elementary, middle, junior high, and high schools; junior, private, and state colleges, universities, and accredited vocational schools (i.e., trade schools providing certificates for specific specialties) together with acceptable affiliates of the above, including: museums, hospitals, and non-profit organizations.

6. Ownership. This License is not a sale of the Software or any other copy. Overloud and its licensors retain title and ownership of the Software and documentation, including all intellectual property rights. No title to the intellectual property in the Software is transferred to you. You will not acquire any rights to the Software except as expressly set in this Agreement.

7. Transfer. You may move the Software to a computer which you own other than the computer on which the Software was originally installed provided the provisions of Item 1 ("Installation") are complied with. You may not transfer the Software or this Agreement to another end user. Exceptions may be granted at our discretion after following the license transfer process on the Overloud website.

8. Limited Warranty. OVERLOUD AND ITS LICENSOR(S) (hereafter collectively referred to as "OVERLOUD") DO NOT WARRANT THAT OVERLOUD SOFTWARE NOR ANY THIRD-PARTY SOFTWARE ARE ERROR FREE. YOU EXPRESSLY ACKNOWLEDGE THAT THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS." OVERLOUD DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO THE SOFTWARE. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU (AND NOT OVERLOUD OR AN AUTHORIZED REPRESENTATIVE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

9. No Liability for Consequential Damages. IN NO EVENT SHALL OVERLOUD BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE SOFTWARE, EVEN IF OVERLOUD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OVERLOUD'S LIABILITY FOR ANY CLAIM, LOSSES, DAMAGES OR INJURY, WHETHER CAUSED BY BREACH OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, SHALL NOT EXCEED THE LICENSE FEE PAID BY YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSIONS MAY NOT APPLY TO YOU.

10. Term. This Agreement is effective until terminated. You may terminate this Agreement at any time by deauthorizing and uninstalling the Software from all your computers. This Agreement, including the license to use the Software, will terminate automatically if you fail to comply with any term or condition of this Agreement. In the case of Software licensed to you on a

time-limited basis, this Agreement is effective until the end of the applicable license period unless terminated earlier as provided herein.

11. Consent To Use Of Data. You agree that Overloud and its affiliates may collect, store and use information about you as a person including your name, address, email address and payment history, and your computer as part of registration and/or authorization process and to provide support services related to the Software. Overloud will take customary industry measures to assure that the information stored in Overloud's database about you and your computer cannot be used to identify you or your computer. Overloud may engage other companies and individuals (subcontractors to perform functions on its behalf, such as payment processing, order fulfillment, marketing programs and customer service. Overloud may share your information with such subcontractors in order to perform these and other functions. We also may transfer this information to a third party who purchases Overloud or the division distribution of the Software. For more detailed information on the collection, use and transfer of your personal information, and for information on how to opt out of or unsubscribe from the communications described above, please read the Overloud privacy policy on the Overloud website.

12. Choice of Law. You agree that any and all claims, suits or other disputes arising from the use of the Software shall be determined in accordance with the laws of Italy, in the event Overloud is made a party thereto. You agree to submit to the jurisdiction of the court in Modena, Italy, for all actions, whether in contract or in tort, arising from your use or purchase of the software.

13. Entire Agreement. This is the entire agreement between you and Overloud AND supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement. No amendment or modification of this agreement will be binding unless in writing and signed by a duly authorized representative of Overloud.

ALL FEATURES AND SPECIFICATIONS SUBJECT TO CHANGE WITHOUT NOTICE.