IMPORTANT: THIS END-USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU ("LICENSEE", EITHER AN INDIVIDUAL OR A SINGLE ENTITY) AND FLUID INTERACTIVE, INC. ("LICENSOR") FOR THIS SOFTWARE ("THE SOFTWARE") WHICH MAY INCLUDE ASSOCIATED SOFTWARE COMPONENTS, MEDIA, PRINTED MATERIALS, AND "ONLINE" OR ELECTRONIC DOCUMENTATION (COLLECTIVELY, "THE SOFTWARE").

IT IS IMPORTANT TO READ AND UNDERSTAND ALL OF THE TERMS, LIMITATIONS, AND CONDITIONS CONTAINED IN THIS EULA PRIOR TO INSTALLING AND USING THE SOFTWARE BECAUSE THEY AFFECT HOW YOU MAY USE THE SOFTWARE. BY EXPLICITLY ACCEPTING THIS EULA, OR BY INSTALLING, COPYING, DOWNLOADING, ACCESSING, OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF, PRIOR TO USING OR INSTALLING THE SOFTWARE, YOU DECIDE THAT YOU ARE UNABLE OR UNWILLING TO AGREE TO THE TERMS OF THIS EULA, PROMPTLY AND COMPLETELY UNINSTALL AND DESTROY ANY ELECTRONIC COPIES OF THE SOFTWARE AND ACCOMPANYING ITEMS IN YOUR POSSESSION.

## 1. License Grant

LICENSOR grants to LICENSEE a non-exclusive, non-transferable, license to use the SOFTWARE under the terms of this Agreement.

Fluid Interactive, Inc. retains ownership of all copies of the SOFTWARE and except for the limited rights granted herein, Fluid Interactive, Inc. shall own all rights, title and interest in and to any and all copies thereof, including all Intellectual Property Rights therein. No license or right is granted, by implication, estoppel or otherwise, to you or to any third party under any of FLuid Interactive, Inc.'s Intellectual Property Rights in the SOFTWARE, except for the licenses and rights expressly granted in this Agreement. The SOFTWARE is protected by Italian copyright laws and international treaties, and the unauthorized reproduction or distribution thereof is subject to civil and criminal penalties

This Agreement constitutes the entire agreement between LICENSOR and LICENSEE and governs LICENSEE's use of the Software, superseding any prior agreement between LICENSOR and LICENSEE relating to the subject matter hereof.

This license is restricted to your personal use. This license permits you to:

A. use a copy of the SOFTWARE on a single computer;

B. make one copy of the SOFTWARE for backup or archival purposes only;

C. use the SOFTWARE over a network, provided that you own a license of the SOFTWARE for every computer using the SOFTWARE over the network;

You shall not:

A. use, copy, merge or transfer copies of the SOFTWARE, except as specifically authorized in this EULA:

B. rent, lease, sublicense, distribute, transfer, copy, modify or timeshare the SOFTWARE or any of your rights under this EULA, except as expressly authorized in this EULA;

C. provide unauthorized third parties with access to or use of the SOFTWARE;

D. reverse engineer, disassemble, decompile or otherwise attempt to access the source code of the SOFTWARE, except and only to the extent that such activity is expressly permitted by applicable law:

E. use the SOFTWARE after any expiration, termination or cancellation of this EULA or the license granted herein.

## 2. Termination

LICENSOR may immediately terminate this Agreement and the license granted hereunder if

LICENSEE fails to comply with the terms and conditions of this Agreement. Upon such termination, LICENSEE must immediately cease using the Software, destroy or delete all copies of the SOFTWARE and upon the request of LICENSOR, certify the destruction or deletion of the SOFTWARE. LICENSEE may terminate this Agreement and the license granted hereunder at any time by destroying or deleting all copies of the SOFTWARE. ALL DISCLAIMERS, LIMITATIONS OF LIABILITY AND ANY OTHER PROVISIONS INTENDED TO SURVIVE TERMINATION WILL SURVIVE ANY TERMINATION AND CONTINUE IN FULL FORCE AND EFFECT.

## 3. Data collection

Fluid Interactive, Inc. may collect anonymous data from you when you use the SOFTWARE. This information is gathered periodically to facilitate the provision of software updates, product support and other services related to the SOFTWARE.

## 4. Warranty Disclaimer and Exclusions

THIS SOFTWARE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND OR NATURE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FLUID INTERACTIVE, INC. AND ITS LICENSORS DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS OR OTHER TERMS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES AND/OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SOFTWARE AND EACH AND EVERY PART THEREOF. WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING, FLUID INTERACTIVE, INC. DOES NOT WARRANT THAT THE SOFTWARE PRODUCT IS ERRORFREE OR WILL OPERATE WITHOUT INTERRUPTION, NOR THAT IT WILL REPAIR ANY ERRORS IN THE SOFTWARE PRODUCT.

IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:
A. IN NO EVENT SHALL FLUID INTERACTIVE, INC. OR ITS LICENSORS, LICENSEES,
OR OTHER FLUID INTERACTIVE, INC. PARTNER OR AGENT BE LIABLE FOR ANY
DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT,
INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR PERSONAL INJURY, LOSS OF
PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR ANY PECUNIARY
LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THIS SOFTWARE, EVEN IF
FLUID INTERACTIVE, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH
DAMAGES.

B. IN ANY CASE, THE MAXIMUM AGGREGATE LIABILITY OF FLUID INTERACTIVE, INC. AND ITS LICENSORS UNDER OR IN RELATION TO THIS EULA OR THE USE OR ATTEMPTED USE OF THIS SOFTWARE SHALL BE LIMITED TO US \$100.00.

SOME JURISDICTIONS DO NOT PERMIT THE WARRANTY DISCLAIMERS OR LIMITATIONS ON LIABILITY SET FORTH IN THIS PARAGRAPH 3. YOU MAY HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION.