

CEAGENT
END USER LICENSE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. BY INSTALLING OR OTHERWISE USING THIS SOFTWARE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

This CEAGENT End-User License Agreement (this “*EULA*”) is a legal agreement between You (an entity or a person) and 3Storm, Inc., dba CEAgent (“*we*” or “*us*”).

The CEAGENT software application (the “*Software*”) made available to you by us, whether by us directly, through the Mac App Store Service and App Store Service or through any other third-party supplier, is licensed, not sold, to you. Your license to and use of the Software is subject to your prior acceptance of this EULA. We reserve all rights in and to the Software not expressly granted to you under this EULA.

A. Scope of License. This license granted to you for the Software by us is limited to a nontransferable license to use the Software on any products running Apple or [pc-based] operating systems (such products are referred to hereafter as “*Devices*”) that you own or control. This license does not allow you to use the Software on any Device that you do not own or control, you may not distribute or make the Software available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, transfer redistribute, or sublicense the Software and, if you sell your Device to a third party, you must remove the Software from the Device before doing so. Except as expressly permitted by this EULA, you may not – nor may you permit any other person to – copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Software, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the Software). Any attempt to do so is a violation of our rights. If you breach this restriction, you may be subject to prosecution and damages.

B. Upgrades, Support & Maintenance. The terms of this EULA will govern any upgrades we may provide that replace and/or supplement the original Software, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern. We shall use reasonable efforts to respond to your questions regarding the installation and use of the Software. Support can be initiated by you by phone or by email, using the Support Contact Information that we provide. All services other than

maintenance services that we provide to you under this EULA — such as customization, training, professional consulting services, and other related services — shall be provided under a separate services agreement. Such other services shall be offered in accordance with terms and conditions as we shall determine solely at our discretion, and nothing in this EULA shall obligate us to provide any such other services.

C. Consent to Use of Data. You agree that we may collect and use technical data and related information — including but not limited to technical information about your Device, system and application software, and peripherals — that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Software. We may use this information, as long as it is in a form that does not personally identify you, to improve our products or to provide services or technologies to you.

D. Termination. The license is effective until terminated by you or us. Your rights under this EULA will terminate automatically without notice from us if you fail to comply with any term(s) of this EULA. Upon termination of the EULA, you shall cease all use of the Software and destroy all copies, full or partial, of the Software.

E. NO WARRANTY. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND ANY SERVICES PERFORMED OR PROVIDED BY THE SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE AND ANY SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS. WE DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE, THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR OUR AUTHORIZED

REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE SOFTWARE OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

F. LIMITATION OF LIABILITY. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL WE BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

In no event shall our total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

G. You may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S.-embargoed countries or (b) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.

H. Miscellaneous.

The laws of the Commonwealth of Pennsylvania, excluding its conflicts of law rules, shall govern the construction, interpretation, and performance of this EULA and your use of the Software. Your use of the Software may also be subject to other local, state, national, or international laws. Any action brought to enforce any of the terms of this EULA shall be filed only in the state or federal courts located in

Allegheny County, Pennsylvania and you hereby consent to submit to the exclusive jurisdiction of such courts.

You shall not assign or delegate any right, interest, obligation, or duty under this EULA without our prior written approval.

Our failure at any time to enforce any of the provisions of this EULA or any right or remedy available to us hereunder or at law or equity, or to exercise any option herein provided will in no way be construed to be our waiver of such provisions, rights, remedies, or options or in any way to affect the validity of this EULA.

Any terms of this EULA that by their nature extend beyond the date this EULA ends shall remain in effect until fulfilled and shall apply to respective permitted successors and assignees. If any of the above provisions are held to be in violation of applicable law, void, or unenforceable in any court of competent and appropriate jurisdiction, then such provisions are herewith waived to the extent necessary for this EULA to be otherwise enforceable in such jurisdiction.

This EULA shall not be modified or amended without the consent of each party hereto which must be evidenced by an instrument in writing executed by each party hereto, or by their respective successors or permitted assigns.

This EULA shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

This EULA constitutes the entire agreement between you and us relating to the Software, and supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to the Software or any other subject matter covered by this EULA.