

Updated October 18, 2017. Replaces the prior version in its entirety.

Overlord End User License Agreement

This copy of *Overlord* ("the Software Product") and accompanying documentation is licensed and not sold. The Software Product is protected by copyright laws that treaties, as well as laws and treaties related to other forms of intellectual property. Battle Axe, Inc. or its subsidiaries, affiliates, and suppliers (collectively "Battle Axe") own intellectual property rights of the Software Product. The Licensee's ("you" or "your") license to download, use, copy, or change the Software Product is subject to these rights and to all the terms and conditions of the End User License Agreement ("Agreement").

Acceptance

You accept and agree to be bound by the terms of this agreement by installing the Software Product or by using or copying the software product. You must agree to all of the terms of this agreement before you will be allowed to install the software product. If you do not agree to all the terms of this agreement, you must not install, use or copy the software product.

License Grant

This Agreement entitles you to install one copy of the Software Product per licensed user. In addition, you may install one copy on one alternate computer for use solely by the same licensed user.

Restrictions on transfer

Without first obtaining the express written consent of Battle Axe, you may not assign your rights and obligations under the Agreement, to redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer your rights to the Software Product.

Restrictions on Use

You may not use, copy, or install the Software Product on more than the one primary and one secondary computers for use by the number of licensed users. If you hold multiple, validly licensed copies, you may not use, copy, or install the Software Product on any more than the number of computers permitted by license, or permit the use, copying, or installation by more users permitted by license.

You may not decompile, "reverse-engineer", disassemble, or otherwise attempt to derive the source code of the Software Product.

Restrictions on Copying

You may not copy any part of the Software Product except to the extent that licensed use inherently demands the creation of temporary copy stored in computer memory and not permanently affixed on storage medium.

Disclaimer of Warranties and Limitations of Liability

Unless otherwise explicitly agreed to in writing by Battle Axe, Battle Axe makes no other warranties, express or implied, in fact or in law, including, but not limited to, any implied warranties of merchantability or fitness for particular purpose other than as set forth in this agreement or in the limited warranty documents provided with the software product.

Battle Axe makes no warranty that the Software Product will meet your requirements or operate your specific conditions of use. Battle Axe makes no warranty that operation of the Software Product will be secure, error free, or free of interruption. You must determine whether the Software Product sufficiently meets your requirements for security and uninterruptedness. You bear sole responsibility and all liability for any loss incurred due to failure of the Software Product to meet your requirements. Battle Axe will not, under any circumstances, be responsible or liable for the loss of data on any computer or information storage device.

Under no circumstances shall Battle Axe, its directors, officers, employees or agents be liable to you or any other party for indirect consequential, special, incidental, punitive, or exemplary damages of any kind (including lost revenues or profits or loss of business) resulting from this agreement, or from the furnishing, performance, installation, or use of the Software Product, whether due to a breach of contract, breach of warranty, or the negligence of Battle Axe or any other party, even if Battle Axe is advised beforehand of the possibility of such damage. To the extent that the applicable jurisdictions limits Battle Axe's ability to disclaim any implied warranties, this disclaimer shall be effective to the maximum extent permitted.

Limitation of Remedies and Damages

Your remedy for a breach of this Agreement or of any warranty included in this Agreement is the correction or replacement of the Software Product. Selection of whether to correct or replace shall be solely at the discretion of Battle Axe. Battle Axe reserves the right to substitute a functionally equivalent copy of the Software Product as a replacement. If Battle Axe is unable to provide a replacement or substitute Software Product or correction to the Software Product, your sole alternate remedy shall be a refund of the purchase price of the Software Product.

Any claim must be made within the applicable warranty period. All warranties cover only defects arising under normal use and do not include malfunctions or failure resulting from misuse, abuse, neglect, alteration, problems with electrical power, acts of nature, unusual temperatures, or humidity, improper installation, or damage determined by Battle Axe to have been caused by you. All warranties of the Software Product are granted only to you and are non-transferable. You agree to indemnify and hold Battle Axe harmless from all claims,

judgments, liabilities, expenses, or costs arising from your breach of this Agreement and/or acts or omissions

Governing Law, Jurisdiction and Costs

The Agreement is governed by the laws of Georgia, without regard to Georgia's conflict or choice of law provisions.

Severability

If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this agreement shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.

If you have any questions concerning this agreement, you may contact [**support@battleaxe.co**](mailto:support@battleaxe.co).