



CUSTOMER END USER LICENSE AGREEMENT

("EULA")

This End User License Agreement ("EULA") is a legal agreement between You, as an individual or a single entity ("You" or "Your"), and the applicable **OverIT entity** as specified in the Order Form ("OverIT", "We", "Us", or "Our") and listed in Section 15. This EULA governs Your access and use of the Software and Services provided by OverIT under the terms of the Order Form. By accessing, evaluating or otherwise using the Software and Services, You agree to be bound by the terms and conditions of this EULA and the Order Form. If You do not agree to all of these terms, do not access or use the Software or Services.

1 Definitions

- 1.1 **"Affiliate"** means with respect to either Party, any other corporation or business entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Party. For purposes of this definition, the term "control" means direct or indirect ownership of more than fifty percent (50%) of the securities or other ownership interests representing the equity voting stock or general partnership or membership interest of such entity or the power to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise.
- 1.2 **"Authorized User"** or **"User"** means an employee of the Customer who is authorized by means of the respective Order Form to access and use the Subscription, which OverIT has the right to monitor.
- 1.3 **"Confidential Information"** has the meaning as specified in Section 10 of this EULA or in a Non-Disclosure Agreement ("NDA"). When executed between the Parties, this latter shall prevail on this EULA.
- 1.4 **"Customer"** means the entity identified as the customer in the Order Form.
- 1.5 **"Customer Data"** means all information that the Customer submits via the Services.
- 1.6 **"DPA"** means the Data Processing Agreement between OverIT and the Customer, named "OverIT – Customer Data Processing Agreement".
- 1.7 **"Documentation"** means any documents, information, directions, explanations, or material, concerning OverIT and/or the Software, produced by or for OverIT for the use of the Software.
- 1.8 **"Order Form"** means the document executed by the Parties identifying, amongst the others, the following specific terms: (a) the Parties names, registered offices, addresses for notices, and other specifics of the Parties executing the Agreement; (b) the Services to be provided by OverIT to the Customer, (c) the relevant Fees and payment details; and (d) any other terms and conditions applicable to the Services. This includes the selection of the specific OverIT entity with whom You are contracting.
- 1.9 **"OverIT Properties"** means any and all of the OverIT Services, specifications, OverIT's Trademarks, Documentation, OverIT's Confidential Information, APIs (application programming interfaces), technologies, information and other OverIT's property materials which are provided by OverIT under the Agreement.
- 1.10 **"Personal Data"** has the meaning for such term defined in the DPA.
- 1.11 **"Services"** means (a) Subscription, (b) Support Services, as may be agreed upon by the Parties in an Order Form.
- 1.12 **"Software"** means all or any part of the software products that are the subject of the Agreement or provision of the Services which OverIT owns and/or is legitimate holder of any other entitlement which grants OverIT the right to license, including all enhancements, modifications, additions, translations, compilations, updates and releases.
- 1.13 **"Subscription"** means the provision of OverIT's software-as-a-service, whether deployed in a cloud environment, inclusive of all updates.
- 1.14 **"Subscription Term"** means the initial subscription term and, if applicable, together with any renewal Subscription term, as pursuant to and identified in the respective Order Form.

PUBLIC	TITLE	Customer End User License Agreement	
	VERSION	2.0	PAGE 1 8
	DATE	March 17, 2025	



- 1.15 **“Support Services”** means the maintenance, support services and customer success services provided by OverIT and as further set forth in the “Customer Support Exhibit”, or in a separate agreement.

2 Use and Restrictions

- 2.1 Software Use Rights. Subject to the terms and conditions of this EULA and the Order Form, OverIT grants You a limited, non-exclusive, revocable, non-transferable, non-sublicensable, and non-perpetual license to use the Software:
- 2.1.1 in accordance with Software Documentation;
 - 2.1.2 solely for the Subscription Term and within the scope of the use rights purchased (e.g., number of Authorized Users);
 - 2.1.3 solely for Your internal business use, unless agreed otherwise in a separate written agreement with OverIT; and
 - 2.1.4 through a third-party contractor providing IT services solely for Customer’s benefit, subject to their compliance with this EULA.

All other rights in the Software are expressly reserved by OverIT.

2.2 Access to Subscription.

- 2.2.1 You may permit Authorized Users to use the Subscription on Your behalf in accordance with the terms of this EULA and the Order Form; provided, however, that You will remain fully and directly liable to OverIT for all use of the Subscription by Authorized Users as if it was used by You. The login credentials cannot be assigned to other users if not the associated Authorized Users.
- 2.2.2 During the Subscription Term and subject to Customer’s compliance to this EULA, OverIT will use commercially reasonable efforts to make the Subscriptions available twenty-four (24) hours a day, seven (7) days a week in accordance with the applicable service level agreement set forth in Customer Support Exhibit (which may be updated from time to time and at any time), except for published downtime or any unavailability caused by circumstances beyond OverIT’ control including, but not limited to, a force majeure event described in Section 14.8 below. The applicable service level agreement sets forth Customer’s sole and exclusive remedy and OverIT’ sole and exclusive liability in the event that OverIT does not meet the service level commitments stated therein.
- 2.2.3 This EULA applies whether the Software is accessed and used in a cloud environment managed by OverIT or in a private cloud environment managed by You. If You choose to use the Software in a private cloud environment managed by You, You are solely responsible for the security and operation of such environment and for ensuring that it meets the requirements specified by OverIT.

2.3 Use Restrictions. Customer shall not:

2.3.1 Unauthorized Use and Access:

- 2.3.1.1 Use the Software beyond the scope of the purchased use rights or capacity.
- 2.3.1.2 Provide access to the Subscription or any content to any unauthorized third party, including for their benefit.
- 2.3.1.3 Circumvent or infringe contractual usage limits or access OverIT’s Intellectual Property.
- 2.3.1.4 Allow direct or indirect access to the Subscription or content to circumvent or infringe contractual usage limits or OverIT’s Intellectual Property.

2.3.2 Reverse Engineering and Modification:

- 2.3.2.1 Disassemble, translate, reverse engineer, decompile, or otherwise attempt to derive source code from the Software or Documentation.
- 2.3.2.2 Modify, adapt, or create derivative works, including characteristics, features, functions, or user interfaces, based upon the Software and/or associated Documentation.



2.3.3 Unauthorized Copying and Distribution:

- 2.3.3.1 Copy, install, or use the Software and/or associated Documentation on any computer systems, servers, or networks without OverIT's prior written consent.
- 2.3.3.2 Sell, resell, sublicense, assign, distribute, make available, rent, or lease the Software, Documentation, or any content provided by OverIT.
- 2.3.3.3 Transfer, sublicense, or assign any rights under this Agreement to any third party, except as expressly authorized by OverIT in writing.

2.3.4 Prohibited Content and Activities:

- 2.3.4.1 Use the Subscription, Software, or Documentation to store or transmit: (a) Counterfeited, defamatory, offensive, illegitimate, or harmful material, including harassment, privacy violations, or threats; (b) infringing, libelous, unlawful, or tortious material; and or (c) material that violates third-party privacy or intellectual property rights.
- 2.3.4.2 Damage or alter the integrity or performance of the Software or any third-party data therein.
- 2.3.4.3 Manipulate the Software through framing, mirroring, or similar technologies.

2.3.5 Intellectual Property Protection:

- 2.3.5.1 Remove, modify, or conceal any product identification, copyright, proprietary, or intellectual property notices or marks on or within the Software.
- 2.3.5.2 Access the Subscription, Software, or Documentation for the purpose of: (a) developing a competitive product or service; (b) developing a product or service using ideas, features, functions, or graphics similar to OverIT's; and/or (c) determining whether the Services or Software infringe a patent.

2.4 Affiliates. If Customer purchases Subscriptions for use by Customer's Affiliate, Customer shall:

- 2.4.1 provide Customer's Affiliate with a copy of this EULA;
- 2.4.2 ensure that Customer's Affiliate complies with this EULA;
- 2.4.3 be responsible and liable for any breach of this EULA by such Customer Affiliate; and
- 2.4.4 where applicable, be responsible and liable for any local law that imposes any tariffs, fees, penalties, or fines arising from Customer's Affiliates' use of the Software in such jurisdictions.

2.5 Authentication Credentials. Customer shall keep accounts and authentication credentials providing access to Software secure and confidential. Customer must notify OverIT without undue delay about any misuse of Customer accounts or authentication credentials.

3 Ownership

- 3.1 The OverIT entity with whom You are contracting, and its Affiliates own all rights, title, and interest in and to the Software and Services, including but not limited to copyrights, patents, trade secret rights, database rights, trademarks and any other intellectual property rights therein unless otherwise indicated. You understand that the Software object of the Service is exclusive property of OverIT and shall not be transferred to You, at any title or manner.
- 3.2 Unless agreed differently by the Parties, You shall not be granted any property on the Subscription and/or any right, legitimacy on the Service, Intellectual Property, Trademarks, Software, and associated Documentation.
- 3.3 To the extent Customer provides any suggestions or comments related to the Products ("Feedback"), OverIT shall own the Feedback, have all rights to retain and use any Feedback in current or future products or services, without Customer's approval or compensation to Customer. OverIT acknowledges that all Feedback is provided "AS IS" and agrees that it will not publicly release the Feedback in any manner that

PUBLIC	TITLE	Customer End User License Agreement	
	VERSION	2.0	PAGE 3 8
	DATE	March 17, 2025	



identifies Customer as the source of such Feedback, or that directly or indirectly connects the Feedback with Customer.

4 Third-Party Products

- 4.1 The Software may incorporate third-party software components, libraries, or other materials ("Incorporated Third-Party Materials"). OverIT shall be solely responsible for obtaining all necessary licenses and consents for the use of such Incorporated Third-Party Materials in accordance with this EULA.
- 4.2 The Software may interact with, or integrate with, third-party software applications, platforms, or services ("Integrated Third-Party Products") through connectors, APIs, or other means. You acknowledge and agree that You are solely responsible for obtaining, installing, maintaining, and paying for all necessary licenses and subscriptions for any Integrated Third-Party Products.
- 4.3 OverIT shall not be liable for (i) any failure or interruption in the functionality of any Integrated Third-Party Products, (ii) any claims, damages, or losses arising from the use of or inability to use any Integrated Third-Party Products, and (iii) any changes to, or discontinuance of, any Integrated Third-Party Products by the relevant third-party provider.

5 Term and Termination

- 5.1 This EULA shall commence on the Effective Date of the Order Form and shall continue for the Subscription Term specified therein, unless terminated earlier in accordance with this EULA.
- 5.2 This EULA may be terminated by either Party immediately upon written notice to the other Party if the other Party: (a) breaches any material provision of this EULA or the Order Form and fails to cure such breach within thirty (30) days after written notice of such breach; or (b) becomes insolvent or bankrupt, or files for or is subject to any bankruptcy or insolvency proceeding.
- 5.3 OverIT may terminate this EULA with immediate effect by written notice to You if You: (a) breach Your Confidential Information obligations; and/or (b) breach Your Data Protection obligations; and/or (c) breach Your Intellectual Property and Access and Usage obligations; and/or (d) breach Your Security obligations; and/or (e) breach Your Anti-corruption and Ethics Code obligations.
- 5.4 Effect of Termination
 - 5.4.1 Upon termination of this EULA for any reason: (a) Your right to access and use the Software and Services shall immediately cease; (b) You shall immediately cease all use of the Software and Services; (c) You shall return to OverIT all Confidential Information in Your possession or will destroy such items and, upon OverIT's request, certify such destruction; and (d) You shall immediately pay OverIT any and all amounts due to OverIT under this EULA and the Order Form.
 - 5.4.2 Upon expiration or earlier termination of the EULA, for any reason, except made for the cases under Section 5.2(a) and 5.3, the Parties shall fully cooperate to shut down OverIT's Service and help transit it to the one of the third-party vendors, if any, as designated by the Customer. The Parties shall promptly and mutually agree on fees for transition services by means of the respective Order Form. OverIT shall be entitled to block the Customer's access to the Software after expiration or earlier termination of the relevant Agreement. OverIT will archive the data of the Customer free of charge for fourteen (14) calendar days after such date. After this period, all data of the Customer as well as the entire corresponding database will be permanently deleted. The Customer Data may be transferred to the Customer at any time until the deletion.
 - 5.4.3 The right of OverIT to Audit the Customer, as pursuant to this EULA, shall survive the Termination Date for a period of three (3) years subsequent to such date. Notwithstanding the above, the obligation to furnish records as required by administrative agencies and applicable law shall survive termination of this Agreement for as long as required under applicable law.

6 Warranty

- 6.1 THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-

PUBLIC	TITLE	Customer End User License Agreement	
	VERSION	2.0	PAGE 4 8
	DATE	March 17, 2025	



INFRINGEMENT. OVERIT DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

- 6.2 OverIT will support the Software for no more than three (3) wave releases. Any release older than the latest three (3) versions will automatically be considered end-of-support, without the need for a formal declaration by OverIT. The Customer shall ensure a designated maintenance window for the periodic update of the solution, as specified in the Customer Support Exhibit. In the event of Customer's failure to meet this requirement, OverIT reserves the right to execute the update unilaterally. The Customer acknowledges that declining to authorize an update or continuing to use versions that are in end-of-support, may result in service disruptions and increased security vulnerabilities. OVERIT SHALL NOT BE HELD LIABLE FOR ANY RESULTING DAMAGES, ISSUES, OR LOSSES ARISING FROM THE CUSTOMER'S USE OF UNSUPPORTED VERSIONS OR REFUSAL TO APPROVE THE UPDATE.

7 Limitation of Liability

- 7.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OVERIT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO YOUR USE OF OR INABILITY TO USE THE SOFTWARE OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF OVERIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OVERIT'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS EULA EXCEED THE AMOUNT PAID BY YOU FOR THE SOFTWARE AND SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

8 Indemnification by OverIT

- 8.1 OverIT will defend or, at its option, settle, any third party action, claim or proceeding brought against You to the extent that it is based upon a claim that any of the Services as provided by OverIT to You under the Agreement and used within the scope of the Agreement, infringes any copyright or patent or misappropriates any trade secret of any third party (an "Infringement Claim"), and will indemnify and hold You harmless against damages awarded and reasonable costs and expenses incurred in connection with such Infringement claim, provided that You promptly notifies OverIT in writing of the claim, and gives OverIT complete authority, information, and assistance to defend such claim and sole control of the defense or settlement of such claim.
- 8.2 Furthermore, if Your use of the Services or any component thereof is affected, OverIT will, at its option and expense, either (a) substitute an equivalent non-infringing component for the infringing component, or (b) modify the infringing component to make it non-infringing but remains similar in its performance and/or results of performance to the infringing component, or (c) obtain the right to continue using such Services.
- 8.3 OverIT will have no obligation to defend or indemnify You to the extent that a claim is based on: (i) fraud, willful misconduct or breach of the Agreement by You; (ii) modification of the Services by You, if a claim would not have occurred but for such modification; (iii) combination, operation, or use of the Services with Your or a third party's applications, software, or systems, if a claim would not have occurred but for such combination, operation, or use; or (iv) use of the Services other than in accordance with the terms of the Agreement.

9 Indemnification by You

- 9.1 You will indemnify, defend and hold OverIT harmless from and against any and all claims, demands, causes of action, damages, liabilities, losses, costs and expenses, including but not limited to court costs and reasonable attorneys' fees, expert witnesses, and other professionals, arising out of or resulting from any action by a third party against OverIT to the extent based on (a) any claim that is a result of You not acting in compliance with the terms and conditions of the Agreement; (b) You infringing any third-party Intellectual Property rights; and (c) any negligent act or omission or willful conduct or fraud by You which results in: (i)



any bodily injury, sickness, disease or death; (ii) any injury or destruction to tangible or intangible property (including computer programs and data) or any loss of use resulting therefrom; or (iii) any violation of any statute, ordinance, or regulation.

10 Confidentiality and Anonymous Information

- 10.1 In the event Parties have signed an NDA, all Confidential Information exchanged between the Parties in pursuit of the Agreement and its performance shall be governed by the terms of the NDA. In the event Parties have not signed an NDA, the following terms apply to the disclosure and use of Confidential information between Parties.
- 10.2 Each Party hereunder may disclose to the other Party certain Confidential Information of such Party or of such Party's associated companies, suppliers, or customers. For purposes of this EULA, "Confidential Information" means all non-public information, in any form, furnished or made available in connection with the Agreement by or on behalf of one party ("Disclosing Party") to the other party ("Receiving Party") which is marked confidential, restricted, or with a similar designation, or would be understood by a reasonable person in the Receiving Party's position to be confidential. The terms and conditions of this EULA and any Order Form, but not the existence of a commercial relationship between OverIT and Customer, shall also be deemed Confidential Information. For OverIT, Confidential Information includes, in particular, the source code of the Software, OverIT's business strategies, processes, technologies in relation to the Software, any proprietary data and documents, pricing models and fees.
- 10.3 Confidential Information will not be deemed to include information that: (a) is or becomes generally known to the public through no fault or breach of the Agreement by the Receiving Party; (b) is rightfully known to the Receiving Party at the time of disclosure without an obligation of confidentiality or is rightfully obtained by the Receiving Party from a third party without restriction on use or disclosure; or (c) is independently developed by the Receiving Party without access to or use of any Confidential Information of the Disclosing Party that can be evidenced in writing.
- 10.4 The Receiving Party shall use at least the same degree of care in safeguarding Confidential Information as it uses for its own information of like importance, but in no event less than a reasonable standard of care. Without the prior written consent of the Disclosing Party, the Receiving Party will not disclose Confidential Information to any other person, except to its employees or agents who have a need to know with respect to the purposes of the Agreement and who are subject to confidentiality obligations with respect to such Confidential Information at least as restrictive as those contained herein.
- 10.5 Upon request of the Disclosing Party upon termination of the Agreement or at any other time, the Receiving Party shall promptly return or destroy all Confidential Information of the Disclosing Party (including copies thereof) in its possession or under its control. Neither party shall be liable for disclosure of Confidential Information if such disclosure is required to comply with applicable laws, governmental regulations or judicial or governmental orders, provided that the Receiving Party provides prior written notice of such disclosure to the Disclosing Party, takes reasonable and lawful actions to avoid or minimize the extent of such disclosure and takes reasonable steps to assist the Disclosing Party (at the Disclosing Party's expense) in contesting any such disclosure requirement. OverIT always reserves the right to disclose any information as necessary to satisfy any law, regulation, legal process, or governmental request.
- 10.6 OverIT aggregates and compiles (1) de-identified (meaning anonymized) Authorized User data in the Customer's account to provide the Customer with functionalities in the Service ("Aggregate Service Data"); and (2) de-identified (meaning not containing any Authorized User personal data) quantitative data from the Customer's usage of the Service with de-identified usage data from OverIT's other customers ("Aggregated Usage Data"). The Customer agrees that OverIT may use the Aggregate Service Data to provide the Customer with the functionalities in the Service. The Customer agrees that OverIT may use the Aggregated Usage Data to analyze, improve, develop, support and operate the Service performance and to engage prospective customers. For clarity, this Section does not give OverIT the right to use the Aggregated Service Data or the Aggregated Usage Data to identify an individual, an Authorized User or the Customer as the source of any Aggregated Service Data or Aggregated Usage Data, and such data shall not contain any Confidential Information.

11 Customer Data and Security

PUBLIC	TITLE	Customer End User License Agreement	
	VERSION	2.0	PAGE 6 8
	DATE	March 17, 2025	



- 11.1 OverIT and its Affiliates will process Customer Data solely for the purposes of providing Software and Support Services to Customer pursuant to the terms of this EULA. All rights in and to Customer Data shall remain the exclusive property of Customer.
- 11.2 To the extent OverIT and its Affiliates processes personal data (as defined by applicable data protection laws) on Customer's behalf, such personal data will be processed in accordance with the DPA Exhibit, which is incorporated by reference herein. It is expressly understood and agreed that the Software is not intended for the processing of health data, criminal records, or other categories of sensitive personal data.
- 11.3 OverIT shall implement and maintain commercially reasonable administrative, physical, and technical safeguards to protect Customer Data. OverIT has undergone security and certification processes, details of which can be found on OverIT's website under the [Cybersecurity](#) section.

12 Compliance with Laws

- 12.1 You agree to comply with all applicable laws and regulations of the jurisdiction of the OverIT entity with whom You are contracting, as specified in the Order Form, and any other jurisdiction applicable to Your access and use of the Software and Services, including but not limited to data protection laws and regulations.
- 12.2 OverIT has adopted a Code of Ethics (the "Code") as may be updated from time to time and as can be found at OverIT's website at the [Governance](#) section. The Customer shall abide by and comply with the terms of the Code that are applicable to it. If Customer violates the terms of the Code, OverIT may terminate the EULA and any related Order Form without penalty.

13 Governing Law and Jurisdiction

- 13.1 This EULA shall be governed by and construed in accordance with the laws as specified in the table provided in Section 15.
- 13.2 Any legal action or proceeding arising out of or in connection with this EULA shall be subject to the exclusive jurisdiction of the courts as specified in the table provided in Section 15.

14 General

- 14.1 Assignment. Neither Party may assign or transfer this EULA or any obligation herein without the prior written consent of the other Party, except that, upon written notice, OverIT may assign or transfer this EULA or any obligation herein to its Affiliate, or an entity acquiring all or substantially all assets of OverIT, whether by acquisition of assets or shares, or by merger or consolidation without Customer's consent. Any attempt to assign or transfer this EULA (except as permitted under the terms herein) shall be null and of no effect. For purposes of this EULA, a change of control will be deemed to be an assignment. Subject to the foregoing, this EULA shall be binding upon and inure to the benefit of the successors and assigns of the Parties.
- 14.2 Entire Agreement. This EULA, together with the Order Form, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.
- 14.3 Severability. If any provision of this EULA is held to be invalid or unenforceable, such provision shall be struck from this EULA and the remaining provisions shall remain in full force and effect.
- 14.4 Waiver. No waiver of any provision of this EULA shall be effective unless in writing and signed by the Party against whom the waiver is sought to be enforced.
- 14.5 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, upon the first business day following deposit in the mail, postage prepaid, certified or registered, return receipt requested, addressed to the applicable OverIT entity as specified in the table provided in Section 15, or to such other address as either Party may designate in writing from time to time.
- 14.6 Export Control. You acknowledge that the Software and Services may be subject to export control laws and regulations of the United Kingdom and other countries. You agree to comply with all applicable export control laws and regulations and not to export or re-export the Software or Services in violation of any such laws or regulations.

PUBLIC	TITLE	Customer End User License Agreement	
	VERSION	2.0	PAGE 7 8
	DATE	March 17, 2025	



- 14.7 **High-Risk Activities.** The Software and Services are not designed, manufactured, or intended for use in high-risk activities or hazardous environments where failure of the Software or Services could lead to death, personal injury, or environmental or property damage. You agree not to use the Software or Services for any such high-risk activities.
- 14.8 **Force Majeure.** Neither Party shall be liable for any delay or failure to perform its obligations under this EULA due to any cause beyond its reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, earthquakes, or other natural disasters.
- 14.9 **Amendments.** OverIT may amend this EULA from time to time by posting a revised version on its website or by providing You with notice of the revised version. Your continued use of the Software and Services following the effective date of the revised version constitutes Your acceptance of the revised version.
- 14.10 **Survival.** The provisions of Sections 2.3, 3, 5.4, 6, 7, 8, 9, 10, 11, 12, 13, and 14 shall survive any termination or expiration of this EULA.

15 OverIT Entities

OverIT Entity	Registered Office Address	Address for Notices	Governing Law and Jurisdiction
OverIT S.p.A.	81, via U. Bassi, 33080 Fiume Veneto (PN), Italy	legal.affairs@pec.overit.it	This Agreement shall be governed by Italian law. Disputes shall be resolved by a single arbitrator in Milan, Italy, under the Rules of Arbitration of the International Chamber of Commerce (ICC). The language of the arbitration shall be English.
OverIT GmbH	3, Planegger Str. (c/o Alessandro Giorgi GmbH), 81220 Germering, Germany	legal@overit.ai	This Agreement shall be governed by Italian law. Disputes shall be resolved by a single arbitrator in Milan, Italy, under the Rules of Arbitration of the International Chamber of Commerce (ICC). The language of the arbitration shall be English.
OverIT U.K. Ltd.	78, Cannon Place, Cannon Street, London, United Kingdom	legal@overit.ai	This Agreement shall be governed by the law of England and Wales. Disputes shall be resolved by a single arbitrator in London, England, under the Rules of Arbitration of the International Chamber of Commerce (ICC). The language of the arbitration shall be English.
OverIT International, Inc.	1221 Brickell Ave., Ste. 1160 Miami, FL 33131-3258, USA	legal@overit.ai	This Agreement shall be governed by the law of Florida. Disputes shall be resolved by the federal or state courts of competent jurisdiction in Miami-Dade County, Florida, USA.