MILESTONE SRL END USER LICENSE AGREEMENT

YOU SHOULD CAREFULLY READ THE FOLLOWING END USER LICENSE AGREEMENT BEFORE USING THIS SOFTWARE PROGRAM. BY USING THE SOFTWARE PROGRAM, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY RETURN THE UNUSED SOFTWARE PROGRAM TO THE PLACE OF PURCHASE FOR A FULL REFUND OF THE PURCHASE PRICE WITHIN 30 DAYS OF THE ORIGINAL PURCHASE.

This software program, any printed materials, any on-line or electronic documentation, and any and all copies and derivative works of such software program and materials (the "Program") are the copyrighted work of Milestone Srl, its subsidiaries, licensors and/or its suppliers ("Licensor"). All use of the Program is governed by the terms of the End User License Agreement which is provided below ("License"). The Program is solely for use by end users according to the terms of the License. Any use, reproduction or redistribution of the Program not in accordance with the terms of the License is expressly prohibited.

END USER LICENSE AGREEMENT

1. Limited Use License.
   Licensor hereby grants, and by using the Program you thereby accept, a limited, non-exclusive license and right to use one (1) copy of the Program on a home or portable computer. The Program is licensed not sold. Your license confers no title or ownership in the Program.

2. Ownership.
   All title, ownership rights and intellectual property rights in and to the Program and any and all copies thereof (including but not limited to any titles, computer code, themes, objects, characters, character names, stories, dialog, catch phrases, locations, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, any related documentation, and "applets" incorporated into the Program) are owned by the Licensor (or its licensors). The Program is protected by the Italian copyright laws, international copyright treaties and conventions and any other applicable laws. The Program may contain certain licensed materials and the Licensor’s licensors may act to protect their rights in the event of any violation of this Agreement. The Program may access websites owned, controlled by, or operated by licensed affiliates of Licensor, and receive patches and/or updates to the Program from these websites. All patches, updates or other downloadable material used by, or incorporated into, the Program are the copyrighted property of Licensor or its licensors, who reserve all rights therein, and shall be governed by the terms and conditions of this Agreement.

3. Responsibilities of End User.
   A. Subject to the grant of License herein, you may not, in whole or in part, copy, photocopy, reproduce, translate, reverse engineer, derive source code, modify, disassemble, decompile, create derivative works based on the Program, or remove any proprietary notices or labels on the Program without the prior consent, in writing, of the Licensor.

   B. The Program is licensed to you as a single product. Its component parts may not be separated
C. You are entitled to use the Program for your own use, but you are not entitled to:
(i) sell, grant a security interest in or transfer reproductions of the Program to other parties in any
way, nor to rent, lease or license the Program to others without the Licensor's prior written
consent; 
(ii) publish and/or distribute the computer images, sound, files, fonts, graphics, clipart,
animations, photographs, databases or other content of the Program (including without limitation,
for resale printed materials for your personal or business use (e.g., flyers and brochures) and on
your personal and business website); use of any of the computer images related to identifiable
individuals or entities in a manner which suggests their association with or endorsement of any
product or services; 
(iii) exploit the Program or any of its parts, computer images, sound files, fonts, graphics, clipart,
animations, photographs, databases or other content in the Program, for any commercial purpose
including, but not limited to, use at a cyber café, computer gaming centre or any other
location-based site; and
(iv) except as otherwise provided, host or provide matchmaking services for the Program or
emulate or redirect the communication protocols used by the Licensor in the network feature of
the Program, through protocol emulation, tunnelling, modifying or adding components to the
Program, use of a utility program or any other techniques now known or hereafter developed, for
any purpose including, but not limited to network play over the Internet, network play utilising
commercial or non-commercial gaming networks or as part of content aggregation networks
without the Licensor's prior written consent.

4. Program Transfer.
You may permanently transfer all of your rights under this License, provided the recipient agrees
to the terms of this License and you agree to remove all elements of the Program from your from
your home or portable computer.

5. Termination.
This License is effective until terminated. You may terminate the License at any time by
destroying the Program. The Licensor may, at its discretion, terminate this License in the event
that you fail to comply with the terms and conditions contained herein. In such event, you must
immediately destroy the Program.

"Customer Service" as used herein may be provided to you by Licensor or its representatives by
telephone and/or by website. "Technical Support" may be provided to you by Licensor or its
representatives by telephone, electronic message (e-mail), or by posting of information related to
known technical support issues on a web site. Unless otherwise stated in the Program's packaging
or in the Program's user manual, nothing herein shall be construed so as to place a duty upon
Licensor or its representatives to provide Customer Service or Technical Support via a toll-free
telephone number for an unlimited period of time.

Visit [http://ridevideogame.com/](http://ridevideogame.com/) or [http://milestone.it/contacts/support/?lang=en](http://milestone.it/contacts/support/?lang=en) for technical
support.
7. Disclaimer of Warranty on Program.
You are aware and agree that use of the Program and the media on which it is recorded is at your sole risk. The Program is provided "AS IS". Unless otherwise provided by applicable law, Milestone Srl warrants to the original purchaser of this product that the Program will be free from defects in material and workmanship under normal use for ninety (90) days from the date of purchase. For the avoidance of doubt, this limited warranty is offered only by the Milestone Srl and not by its licensors. In the event that the media proves to be defective during that time period, and upon presentation to Licensor or its representatives of proof of purchase of the defective Program, Licensor or its representatives will at its option 1) correct any defect, 2) provide you with a product of equal or lesser value, or 3) refund your money. Some states do not allow the exclusion or limitation of implied warranties or liability for incidental damages, so the above limitations may not apply to you. This warranty is void if the defect has arisen through accident, abuse, neglect or misapplication. LICENSOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES. EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, INTERRUPTIONS IN ONLINE SERVICE AND LOSS OF DATA. LICENSOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PROGRAM WILL MEET YOUR REQUIREMENTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ANY OF OUR AUTHORISED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

8. Limitation of Liability.
UNDER NO CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION, NEGLIGENCE, SHALL LICENSOR OR ANY OF ITS RESPECTIVE OFFICERS, EMPLOYEES, DIRECTORS, AGENTS, LICENSEES, SUBLICENSEES OR ASSIGNS BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OR INABILITY TO USE THE PROGRAM, EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages so the above limitation or exclusion may not apply to you. In no event will Licensor's total liability to you for all damages, losses, and causes of action (whether in contract, tort or otherwise) exceed the amount paid by you for the Program.

You hereby agree that the Licensor would be irreparably damaged if the terms of this License were not specifically enforced, and therefore you agree that the Licensor shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this License, in addition to such other remedies as the Licensor or may otherwise have available to it under applicable laws. In the event any litigation is brought by either party in connection with this License, the prevailing party, in such litigation shall be entitled to recover from the other party all the costs, attorneys’ fees and other expenses incurred by such prevailing party in the litigation.

10. Miscellaneous.
The License shall be deemed to have been made and executed in Italy, and any dispute arising hereunder shall be resolved in accordance with Italian law. This License may be amended, altered or modified only by an instrument in writing, specifying such amendment, alteration or modification, executed by both parties. In the event that any provision of this License shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this License shall remain in full force and effect. This License constitutes and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements.

Publisher's licensors shall be third-party beneficiaries under this EULA and shall have the express right to enforce its provisions and to enjoy the benefits of its protections.

You hereby acknowledge that you have read and understand the foregoing License and agree that the action of installing the Program is an acknowledgement of your agreement to be bound by the terms and conditions of the License contained herein. You also acknowledge and agree that this License is the complete and exclusive statement of the agreement between the Licensor and you and that the License supersedes any prior or contemporaneous agreement, either oral or written, and any other communications between the Licensor and you including any inconsistent written license agreement or on-line help accompanying the Program.