

Date: January 2017

TRIAL DEMONSTRATION LICENSE FOR THE INCREDIBLE BOOTH VERSION 2 SOFTWARE.

IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE INSTALLING THE SOFTWARE:

THIS LICENSE AGREEMENT (LICENSE) IS A LEGAL AGREEMENT BETWEEN

- (1) You (LICENSEE or You); and
- (2) ICG Visual Imaging Limited, P.O. Box 21, Havant, PO9 3JQ (Licensor, Us or We).

THIS IS A LEGAL AGREEMENT BETWEEN YOU, HERETOFORE REFERRED AS "THE LICENSEE, YOU", AND I.C.G VISUAL IMAGING LTD, HERETOFORE REFERRED AS "LICENSOR, US, OR WE", REGARDING THE TRIAL OF THE INCREDIBLE BOOTH VERSION 2, REFERRED TO AS "THE SOFTWARE, CONTENT". BY ACCESSING OR USING THIS SOFTWARE, THE LICENSEE ACKNOWLEDGES THAT THE LICENSEE HAS READ THIS TRIAL SOFTWARE LICENSE AGREEMENT, THAT THE LICENSEE UNDERSTANDS IT, CONSENTS TO BE BOUND BY AND BECOMING A PARTY TO THIS AGREEMENT.

1. GRANT OF LICENSE.

I.C.G Visual Imaging Limited grants to the Licensee a non-transferable, non-exclusive right to use the software for a trial period of no more than 21 consecutive days. Upon the elapse of 21 days the license key will be de-activated by the Licensor rendering the software useless.

IMPORTANT

Upon the elapse of 21 days and license de-activation the Licensee will;

- i. Notify the Licensor within 7 days detailing the Licensees intentions to return the software to the Licensor in its original entirety, complete with packaging within 31 consecutive days of de-activation. Should 31 consecutive days elapse (from the time of license de-activation) without the software's return to the Licensor, the Licensee will be held liable for the full purchase price of £700+vat, irrespective of fault or reasoning.
- ii. Notify the Licensor within 7 days detailing the Licensees intentions to purchase a full software license from the Licensor within 31 consecutive days of de-activation. Should 31 consecutive days elapse (from the time of license de-activation) without the purchase of a full software license, the Licensee will be held liable for the full purchase price of £700+vat, irrespective of fault or reasoning.

The Licensee may use the software on a single computer owned, leased, or otherwise controlled solely by the Licensee.

2. RESTRICTIONS:

Under this license, the Licensee MAY NOT:

- i. Sell, lease, rent, license, sublicense or otherwise distribute the software or any part thereof to any person or entity;
- ii. Use the software for any purpose other than expressly permitted by this Agreement;

- iii. Reproduce, modify, copy, transmit or create derivative work of all or any portion of the software;
- iv. Reverse engineer, decompile, or disassemble the software or otherwise attempt to recreate all or any portion of the software;
- v. Remove the copyright notice from the software or the written materials, if any, accompanying the software;
- vi. Use the software for any illegal purpose, or in violation of any local, state, national, or international law;
- vii. Authorise any third party to do any of the foregoing.

3. CONTENT IN THE SOFTWARE

- i. The Licensee understands that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which the Licensee may have access to as part of, or through the Licensee's use of, the software are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content".
- ii. The Licensee should be aware that Content presented through the software, may be protected by intellectual property rights which are owned by the Licensor. The Licensee may not modify, rent, lease, loan, sell, distribute, or create derivative works based on this Content (either in whole or in part) unless the Licensee has been specifically told that the Licensee may do so by the Licensor, in a separate Agreement.
- iii. The Licensee understands that by using the software the Licensee and the Licensee's end users may be exposed to content that may be found offensive, indecent, or objectionable and that, in this respect, the Licensee uses the Software at the Licensee's own risk.
- iv. The Licensee agrees that the Licensee is solely responsible for any content that the Licensee creates, transmits, or displays while using the software and for the consequences of the Licensee actions.

4. COPYRIGHT.

The Licensee acknowledges and agrees that the software is proprietary product of the Licensor whether or not patented or copyrighted. The Licensee further acknowledges and agrees that all right, title, and interest in and to the software, including associated intellectual property rights, is and shall remain with the Licensor. This Agreement does not convey to the Licensee an interest in or to the software, but only a limited right of use revocable in accordance with the terms of this Agreement. No right, title, or interest in or to any trademark, service mark, logo or trade name of the Licensor is granted under this Agreement.

5. TERM.

This Agreement shall become effective as of the date on which the Licensee receives the software, and until terminated. The trial period length is 21(twenty one) days from the date the Licensee receives the software. The Licensee may terminate this Agreement at any time by notifying the Licensor. The Licensor may terminate this Agreement at any time and without notice in the event that:

- i. The Licensee uses the software or otherwise engages in any action that, in the Licensor's sole discretion, may harm the Licensor;
- ii. The Licensor determines that it is in the best interest of the Licensor to terminate the Agreement;

6. NO WARRANTY.

ANY USE BY THE CLIENT OF THE SOFTWARE IS AT THE CLIENT'S OWN RISK. THE SOFTWARE IS PROVIDED FOR TRIAL USE "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LICENSOR DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE LICENSOR IS NOT OBLIGATED TO PROVIDE ANY UPDATES TO THE TRIAL SOFTWARE. THE LICENSOR DOES NOT WARRANT THAT THE SOFTWARE OR ANY PART THEREOF WILL MEET THE CLIENT'S REQUIREMENTS OR BE UNINTERRUPTED, SECURE, OR ERROR-FREE, OR THAT ERRORS WILL BE CORRECTED.

7. NO LIABILITY FOR DAMAGES.

IN NO EVENT, SHALL THE LICENSOR OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, AND CONSEQUENTIAL DAMAGES, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING FAULT, NEGLIGENCE AND THE FAILURE OF THE ESSENTIAL PURPOSE. REGARDLESS OF THE CAUSE OR FORM OF THE ACTION, THE LICENSOR'S AGGREGATE LIABILITY TO THE LICENSEE FOR ACTUAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE LICENSE FEE, IF ANY, PAID BY THE LICENSEE TO THE LICENSOR FOR THE USE OF THE SOFTWARE. BECAUSE SOME STATES/COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO THE LICENSEE.

8. INDEMNIFICATION.

The Licensee shall defend, indemnify, and hold harmless the Licensor, its Affiliates, and their licensors, officers, directors, agents and employees from any liability, loss, damage, cost or expense (including reasonable attorney's fees) arising out of any act or omission by the Licensee in connection with the Software.

9. GOVERNING LAW AND JURISDICTION.

- i. Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- ii. This Licence, its subject matter, and its formation (and any non-contractual disputes or claims) are governed by English law. Both parties (the Licensee and Licensor) agree to the exclusive jurisdiction of the courts of England and Wales.

10. PREVAILING AGREEMENT.

In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any license Agreements appearing with or in the software products comprising the Software, this Agreement shall prevail.

11. ASSIGNMENT.

This Agreement may not be assigned by the Licensee without the prior written consent of the Licensor. The Licensor may assign this Agreement without the Licensee's consent.

12. SEVERABILITY.

Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.

13. ENTIRE AGREEMENT; NO WAIVER.

This Agreement represents the entire Agreement concerning the software between the Licensee and the Licensor, and it supersedes any prior proposal, representation, or understanding between the parties. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.