

Touch7 Licensing

KHAOS TECHNOLOGY LIMITED ("ALSO REFERRED TO AS KHAOS TECHNOLOGY, TOUCH7 WE AND OUR") IS WILLING TO LICENSE THE SOFTWARE ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS SOFTWARE LICENSE AGREEMENT. PLEASE READ THE TERMS CAREFULLY. BY CLICKING ON "YES, ACCEPT" OR BY INSTALLING THE SOFTWARE, YOU WILL INDICATE YOUR AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOUR ACCEPTANCE REPRESENTS THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS, IN WHICH CASE "YOU" OR "YOUR" SHALL REFER TO YOUR ENTITY.

SOFTWARE LICENSE AGREEMENT

- 1. Parties.** The parties to this Agreement are you, the licensee ("You") and Khaos Technology. If You are not acting on behalf of Yourself as an individual, then "You" means Your company or organisation.
- 2. The Software (Colour Palettes and Plug-ins).** The accompanying Adobe® Plug-ins, in compiled, object code form, data compilation(s), and documentation are referred to herein as the "Software".
- 3. Annual Term For Registered Version License.** The term of the license granted herein for the registered version of the Software shall be annual unless terminated by written notice by You for convenience or terminated by either party for material breach.
- 4. Registered Version License Grant for Single Copies (Non-Network Use).** If You are a registered user of the Software, You are granted non-exclusive rights to install and use the Software by a single person who uses the Software only on one or more computers or workstations. You may copy the Software for archival purposes, provided that any copy must contain the original Software's proprietary notices in unaltered form.
- 5. Registered Version License Grant For Network Use.** If You are a registered user of the Software, You are granted non-exclusive rights to install and use the Software and/or transmit the Software over an internal computer network, provided You acquire and dedicate a licensed copy of the Software for each user who may access the Software concurrently with any other user. You may copy the Software for archival purposes, provided that any copy must contain the original Software's proprietary notices in unaltered form.
- 6. Restrictions.** You may not: (i) permit others to use the Software, except as expressly provided above for authorised network use; (ii) modify or translate the Software; (iii) reverse engineer, decompile, or disassemble the Software, except to the extent this restriction is expressly prohibited by applicable law; (iv) create derivative works based on the Software; (v) merge the Software with another product; (vi) copy the Software, except as expressly provided above; or (vii) remove or obscure any proprietary rights notices or labels on the Software.
- 7. Transfers.** You may make a one-time permanent transfer of all of your license rights to the Software to another party, provided that all of the following conditions are satisfied: (a) you notify us in writing of your intent to transfer your license rights and identify the party receiving the Software with complete contact information; (b) the transfer must include all of the Software, including all its component parts, original media, printed materials and this License Agreement; (c) you do not retain any copies of any version of the Software, full or partial, including copies stored on a computer or other storage device; and (d) the party receiving the Software reads and agrees to accept the terms and conditions of this License Agreement. Notwithstanding the foregoing, we reserve the right to require the transfer of possession of all physical copies of the Software to us for purposes of re-issue of replacement copies to the party receiving the Software.

8. Ownership. Khaos Technology owns the Software, all physical copies thereof, and all intellectual property rights embodied therein, including copyrights and valuable trade secrets embodied in the Software's design and coding methodology. The Software is protected by United Kingdom copyright laws and international treaty provisions. This Agreement provides You only a limited use license, and no ownership of any intellectual property. We reserve the right to require you to transfer possession of all physical copies of the Software to us for purposes of re-issue of replacement copies.

9. Limited Warranty; Limitation of Liability. Khaos Technology warrants only to You that the Software shall perform substantially in accordance with accompanying documentation under normal use for a period of thirty (30) days from the purchase date. The entire and exclusive liability and remedy for breach of this Limited Warranty shall be, at Khaos Technology's option, either (i) return of the list price of the Software, or (ii) replacement of defective Software and/or documentation provided the Software and/or documentation is returned to Khaos Technology with a copy of your purchase confirmation. EXCEPT FOR THE LIMITED EXPRESS WARRANTY PROVIDED ABOVE, NEITHER KHAOS TECHNOLOGY NOR ANY OF ITS SUPPLIERS OR RESELLERS MAKES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND KHAOS TECHNOLOGY AND ITS SUPPLIERS SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND DATA ACCURACY. THERE IS NO WARRANTY OR GUARANTEE THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR VIRUS-FREE, OR THAT THE SOFTWARE WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE, QUALITY, ACCURACY, PURPOSE, OR NEED. YOU ASSUME THE ENTIRE RISK OF SELECTION, INSTALLATION, AND USE OF THE SOFTWARE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF THE SOFTWARE IS AUTHORISED HEREUNDER EXCEPT UNDER THIS DISCLAIMER. No action for the above Limited Warranty may be commenced after one (1) year following the expiration date of the warranty.

10. Local Law. If implied warranties may not be disclaimed under applicable law, then ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE PERIOD REQUIRED BY APPLICABLE LAW. Some jurisdictions do not allow limitations on how long an implied warranty may last, so the above limitations may not apply to You. This warranty gives you specific rights, and You may have other rights which vary from jurisdiction to jurisdiction.

11. Limitation of Liability. INDEPENDENT OF THE FORGOING PROVISIONS, IN NO EVENT AND UNDER NO LEGAL THEORY, INCLUDING WITHOUT LIMITATION, TORT, CONTRACT, OR STRICT PRODUCTS LIABILITY, SHALL KHAOS TECHNOLOGY OR ANY OF ITS SUPPLIERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER MALFUNCTION, OR ANY OTHER KIND OF COMMERCIAL DAMAGE, EVEN IF KHAOS TECHNOLOGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. IN NO EVENT SHALL KHAOS TECHNOLOGY'S LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, EXCEED IN THE AGGREGATE THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE SOFTWARE LICENSE.

12. Export Controls. Where applicable, you agree to comply with all export laws and restrictions and regulations of the United Kingdom or foreign agencies or authorities, and not to export or re-export the Software or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary approvals. As applicable, each party shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to its own export of the Software from the U.K.

13. Licensee Outside The U.K. If You are located outside the U.K., then the following provisions shall apply: The parties confirm that this Agreement and all related documentation is and will be in the English language; and (ii) You are responsible for complying with any local laws in your jurisdiction which might impact your right to import, export or use the Software, and You represent that You have complied with any regulations or registration procedures required by applicable law to make this license enforceable.

14. Severability. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

15. Arbitration. Except for actions to protect intellectual property rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties. The arbitration shall take place in Leeds, England, UK, and may be conducted by telephone or online. The arbitrator shall apply the laws of the United Kingdom to all issues in dispute. The controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Enforcements of any award or judgment shall be governed by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

16. Force Majeure. Neither party shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures. Notwithstanding anything to the contrary contained herein, if either party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other party may terminate this Agreement immediately without liability by ten (10) days written notice to the other.

17. Miscellaneous. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, representations, and agreements. This Agreement may be modified only by a written agreement signed by the parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be construed under the laws of the United Kingdom, excluding rules regarding conflicts of law. The application the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. The parties agree that the Uniform Computer Transactions Act or any version thereof, adopted by any state, in any form ("UCITA"), shall not apply to this Agreement, and to the extent that UCITA may be applicable, the parties agree to opt out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein.