

Document Title:
BYTELINESTUDIO – SOFTWARE LICENSING AGREEMENT
Document Subject:
This document is used to outline the software licensing agreement required to be signed by the purchaser for the use of any software ByteLine Studio Ltd has produced for them.

BYTELINESTUDIO SOFTWARE LICENSING AGREEMENT

DATE

This document was last modified on Wednesday 19th September 2019

SOFTWARE OWNERSHIP

1. ByteLine Studio Ltd, a company incorporated in England and Wales (registration number 09404723) having its registered office at *ByteLine Studio, Office 765, 275 New North Road, London, N1 7AA*

AGREEMENT

1. Definitions

- 1.1 Except to the extent expressly provided otherwise, in this Agreement:

"**Agreement**" means this Agreement including any schedules, and any amendments to this Agreement from time to time;

"**Business Day**" means any weekday other than a bank or public holiday in England;

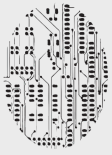
"**Business Hours**" means the hours of 09:00 to 17:00 GMT/BST on a Business Day;

"**Charges**" means the following amounts:

- (a) the amounts specified in the quotation(s) and/ or invoice(s) provided by ByteLine Studio Ltd to the user of this software.

"**Documentation**" means the content of licensing Agreement, and any external Documentation produced by ByteLine Studio Ltd, for the Software produced by the Licensor and delivered or made available by the Licensor to the Licensee (this can include invoice and quotation details);





"Effective Date" means from the date of the first invoice paid by the user, or the date the Licensee has created an account with ByteLine Studio at their website, whichever is dated first;

"Intellectual Property Rights" means all Intellectual Property Rights wherever in the world, whether registrable or registrable, registered or unregistered, including any application or right of application for such rights (and these "Intellectual Property Rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semiconductor topography rights and rights in designs);

"Minimum Term" means, in respect of this Agreement, the period of 12 hours beginning on the Effective Date;

"Schedule" means any Schedule attached to main body of this Agreement;

"Software" means the Software identified in Part 1 of Schedule 1 (Software License Particulars), plus any Software it encompasses that is designed and developed by ByteLine Studio Ltd;

"Software Defect" means a defect, error or bug in the Software having an adverse effect on the appearance, operation, functionality or performance of the Software, but excluding any defect, error or bug caused by or arising as a result of:

- (a) any act or omission of the Licensee or any person authorised by the Licensee to use the Software;
- (b) any use of the Software contrary to the Documentation by the Licensee or any person authorised by the Licensee to use the Software;
- (c) a failure of the Licensee to perform or observe any of its obligations in this Agreement; and
- (d) an incompatibility between the Software and any other system, network, application, program, hardware or Software not specified as compatible in the Software Specification;

"Software Specification" means the specification for the Software set out in Part 1 of Schedule 1 (Software Licence Particulars); and

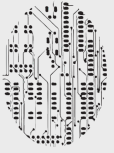
"Term" means the Term of this Agreement, commencing in accordance with Clause 3.1 and ending in accordance with Clause 3.2.

"Platform Provider" – The licensee providing the software for the service provider to carry out their services.

"Service Provider" - Would be any end user using the software provided by the licensee with an associated BANK account with that software.

"Associated BANK Account" – This is a subtype connected to the licensee's BANK account, such that the BANK account is only usable through the licensee's software.





“**BANK**” (All Capitals) – This is the ByteLine Studio’s payment service provider software.

“**MySight**” – This is ByteLine Studio’s content management system software.

2. Credit

- 2.1 This document was originally crafted with assistance from SEQ Legal. This is to assure all persons of the legal implementations of this document.

3. Term

- 3.1 This Agreement shall come into force upon the Effective Date.
- 3.2 This Agreement shall continue in force indefinitely, subject to termination in accordance with Clause 12.

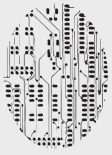
4. Supply of Software

- 4.1 The Licensor shall make the Software available for use by the Licensee following the successful implementation of the Software into MySight (the Software) (and in accordance to any payment schedules) and shall provide to the Licensee such assistance in relation to the use of the Software as the Licensee may reasonably request.

5. Licence

- 5.1 The Licensor hereby grants to the Licensee from the date of supply of the Software to the Licensee until the cancellation of any subscriptions or contractual agreements referring to the Software (MySight). This license entitles the Licensee to a worldwide, non-exclusive licence to:
- (b) use their build of the Software in accordance with this license;
- subject to the limitations and prohibitions set out and referred to in this Clause 5.
- 5.2 The Licensee may not sub-license and must not purport to sub-license any rights granted under Clause 5.1 without the prior written consent of the Licensor.
- 5.3 The licence granted by the Licensor to the Licensee in Clause 5.1 is subject to the limitations regarding the number of installations, the identity of users and the number of concurrent users set out in Part 3 of Schedule 1 (Software Licence Particulars).
- 5.4 The Software may only be used by the officers and employees of the Licensee.
- 5.5 Save to the extent expressly permitted by this Agreement or required by applicable law on a non-excludable basis, any licence granted under this Clause 5 shall be subject to the following prohibitions:
- (a) the Licensee must not sell, resell, rent, lease, loan, supply, publish, distribute or redistribute the Software;





- (b) the Licensee must not alter, edit or adapt the Software or the ByteLine Studio Ltd footer that contains the company logo and basic details of any website, system or app-based Software that is implemented into MySight); and
- (c) the Licensee must not decompile, de-obfuscate or reverse engineer, or attempt to decompile, de-obfuscate or reverse engineer, the Software.

5.6 The Licensee shall be responsible for the security of copies of the Software supplied to the Licensee under this Agreement (or created from such copies) and shall use all reasonable endeavours including all reasonable security measures to ensure that access to such copies is restricted to persons authorised to use them under this Agreement.

5.7 All software developed by ByteLine Studio Ltd will require their logo and company name (usually stated in footer), with full acknowledgement that they are the designers and developers of that software. The Licensor will decide where on the software this information will be stated. Removal or modification of this recognition from the software will be seen as a breach of this agreement, and legal action may be taken. This is done as protection for the software belonging to ByteLine Studio connected to the Licensee's software (such as MySight or BANK). If the Licensee should export the software from any and all software owned by the Licensor, this logo can be removed.

5.8 This Software License is agreed to upon payment of the first invoice issued by the Licensor, or upon creating an account with the Licensor's website, whichever occurs first.

5.9 The penalty for breaching this Software Licensing agreement will be the nominal value decided by the Licensor upon taking legal action towards the breach of agreement. The value of this penalty will be the necessary legal action and a fee that covers any form of corporate damage, including on a conceptual or future basis, towards the Licensor.

6. No assignment of Intellectual Property Rights

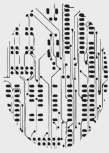
6.1 Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights for software owned by ByteLine Studio Ltd (such as MySight and BANK) from the Licensor to the Licensee. This excludes the software specifically crafted software that is separate from ByteLine Studio's owned software (such as a website or mobile application project); unless stated otherwise in any separate agreements

7. Charges

7.1 The Licensee shall pay the Charges to the Licensor in accordance with the payment details outlined in any invoices or subscriptions to the Licensee (and any relevant information found in this Agreement).

7.2 The following charges apply for all transactions carried out through the BANK software; 2.4% of the transaction total with the addition of 20p (GBP) for European cards, 3.9% of the transaction total with the addition of 20p (GBP) for non-European cards. Please note that these are service charges. There may be penalty charges for misuse of the system, such as minus financial quantities for extended periods of time. Refunds carried out by ourselves and any users utilising BANK will be subject to these charges.



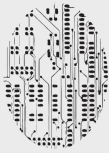


- 7.3 Platform providers are responsible for any amounts owed from the service provider. The service provider is responsible for any amounts owed to the platform provider.
- 7.4 The Licensee acknowledges that BANK has a transaction minimum of 50p (GBP) per a single transaction, and a transaction maximum of £999,999 (GBP) per a single transaction.
- 7.5 If the Licensee purchases an extended warranty, or a package/subscription that includes an extended warranty, then the terms and clauses of this Agreement that include warranty information will be applicable.
- 7.6 If the Licensee exceeds a limit placed on their free or purchased service/product, the Licensor may choose to charge a fee based on the Licensor's latest pricing structure. Such as a Licensee exceed a 5gb hosting package would be placed in a package with the required capacity of the hosting, or the Licensor may provide the option to pay a one-off fee for that hosting period so that the Licensee may reduce the capacity to reach below the package/subscription limit.
- 7.7 The Licensee acknowledges that when purchasing a good/service/package/subscription from the Licensor, any additions/extensions beyond the set parameters by the Licensor of that good/service/package/subscription will be charged at an additional rate.
- 7.8 All subscribed packages will be renewed automatically unless cancellation is requested 14 days before it's renewal.
- 7.9 Refunds can only be issued 14 days from the date the payment for the invoice or subscription package has been received; and will be subject to Charges.
- 7.10 Subscription packages must be paid for the term agreed to even if cancelled. This includes 12 or 24 month subscription packages. They must be paid in full for the remaining time left on the subscription.

8. Payments

- 8.1 The Licensor shall issue invoices or take automatic payments for the Charges to the Licensee based on the agreed payment method or purchased service/product/subscription:
 - (a) on a monthly basis from the date of the first invoice, if the opted payment method is monthly instalments, or a service package/subscription has been requested; and
 - (b) as a one-off payment, to be paid in full; and
 - (c) on any pre-determined payment cycle via automated payments in BANK, as agreed to by the Licensee.
- 8.2 The Licensee must pay the Charges to the Licensor within the following parameters in accordance with this Clause 8 (all time periods include all weekdays, regardless of seasonal/ bank/ event holidays):
 - (a) automatic online payments will be charged on the invoice/ payment request/ payment failure/ receipt date. If payment fails on this date, a warning will automatically be issued. The payment





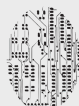
will then automatically be attempted a second time 72 hours (does not account for processing or server time) after the payment failure. If payment still fails on the second attempt, BANK will send another payment failure warning and will attempt to take payment 48 hours later (does not account for processing or server time). Should the third payment attempt fail, BANK will send another payment failure warning and will attempt to take payment 48 hours later (does not account for processing or server time). If payment fails after this final attempt, the good/ services the Charges were for will be cancelled or suspended, and any outstanding amount(s) may be claimed against. Should the Licensee wish to commence with these goods/ services, an 8% latency fee of the invoice total may incur; or

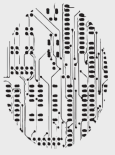
- (b) manual payments are required to be paid within 28 days from of the date of the invoice. Should payment fail to be made after this period, an 8% latency fee of the total of the invoice will be applied, and any products and services within the invoice are likely to be suspended and/or cancelled. If payment is not received 5 Business Days after this latency fee and suspension, your invoice will be subject to claim.

- 8.3 The Licensee must pay the Charges by debit card, credit card, direct debit, bank transfer (BACS), cheque, or any payment method accepted by BANK.
- 8.4 If the Licensee has failed to complete a payment, it is their responsibility to resolve the issue, including contacting the Licensor to check their billing information. Any explanation for delayed payment, including medical situations, will not excuse any latencies. The Licensee will be responsible for receiving invoices or payment requests via email. If the Licensee has not received a scheduled invoice/payment request, they are expected to follow up on the matter.
- 8.5 If a claim is pursued for any payments, all legal fees incurred by ByteLine Studio will be covered by the Licensee upon claiming.

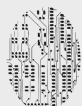
9. Warranties

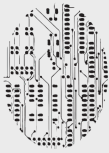
- 9.1 The Licensor warrants to the Licensee that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.
- 9.2 The Licensor warrants to the Licensee that:
 - (a) the Software as provided will conform in all material respects with the invoice/ receipt; and
 - (d) the Software shall incorporate security features reflecting the requirements of good industry practice.
- 9.3 The Licensor warrants to the Licensee that the Software, when used by the Licensee in accordance with this Agreement, will not breach any laws, statutes or regulations applicable under English law, or the law of any country the software is used in.





- 9.4 The Licensor warrants to the Licensee that the Software, when used by the Licensee in accordance with this Agreement, will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.
- 9.5 If the Licensor reasonably determines, or any third party alleges, that the use of the Software by the Licensee in accordance with this Agreement infringes any person's Intellectual Property Rights, the Licensor may act reasonably at its own cost and expense:
- (a) modify the Software in such a way that it no longer infringes the relevant Intellectual Property Rights once confirmed by the Licensor.
- 9.6 The Licensee warrants to the Licensor that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.
- 9.7 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.
- 10. Acknowledgements and warranty limitations**
- 10.1 The Licensee acknowledges that complex Software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, the Licensor gives no warranty or representation that the Software will be wholly free from defects, errors and bugs.
- 10.2 The Licensee acknowledges that complex Software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Licensor gives no warranty or representation that the Software will be entirely secure.
- 10.3 The Licensee acknowledges that the Software is only designed to be compatible with that Software specified by the Licensee (and agreed by the Licensor) upon design and development; and the Licensor does not warrant or represent that the Software will be compatible with any other Software.
- 10.4 The Licensee acknowledges that the Licensor is under no obligation to provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Software; and, except to the extent expressly provided otherwise in this Agreement, the Licensor does not warrant or represent that the Software or the use of the Software by the Licensee will not give rise to any legal liability on the part of the Licensee or any other person.
- 10.5 Any software integrated into MySight or BANK is under warranty for 365 days from the date of integration. This warranty allows the user to request fixes to the software integrated into MySight or BANK, the terms for which can be found in the ByteLine Software Warranty Document. Once this warranty expires, the Licensor will either need to purchase services from the Licensor to fix errors (such as an extended warranty, software maintenance or subscription/package) or pay one-off development fee's per error. This does not include errors/ bugs within MySight or BANK, which are resolved free of charge.





10.6 The Licensee acknowledges that this Software Licensing Agreement and the above warranty is only applicable to the version of MySight and BANK stated in the below Specification of Software. To upgrade/ update to latest version of MySight and BANK (including all security, feature, bug, error and usability updates/ upgrades), the Software Licensing Agreement for those versions will need to be accepted by the Licensee.

10.7 The Licensee acknowledges that by continuing to use MySight and BANK when the version is updated, and by continuing to own an account with the Licensors website, they are agreeing to the latest version of this Software Licensing Agreement including all updates and changes.

11. Limitations and exclusions of liability

11.1 Nothing in this Agreement will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

11.2 The limitations and exclusions of liability set out in this Clause 11 and elsewhere in this Agreement:

- (a) are subject to Clause 11.1; and
- (b) govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.

11.3 The Licensors shall not be liable to the Licensee in respect of any loss of profits or anticipated savings.

11.4 The Licensors shall not be liable to the Licensee in respect of any loss of revenue or income.

11.5 The Licensors shall not be liable to the Licensee in respect of any loss of use or production.

11.6 The Licensors shall not be liable to the Licensee in respect of any loss of business, contracts or opportunities.

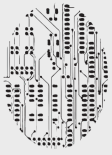
11.7 The Licensors shall not be liable to the Licensee in respect of any loss or corruption of any data, database or Software.

11.8 The Licensors shall not be liable to the Licensee in respect of any special, indirect or consequential loss or damage.

12. Termination

12.1 The Licensee may terminate this Agreement immediately with written notice to the Licensors. The Licensee will be required to delete their account on the Licensors website and remove all access to





MySight, BANK, any unpaid products/services from the Licensor, and any software owned by the Licensor, before this Agreement can be terminated.

12.2 The Licensor may terminate this Agreement immediately with no notice provided to the Licensee if:

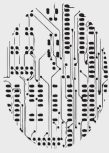
- (a) the other party commits any breach of this Agreement, and the breach is not remediable;
- (b) the other party commits a breach of this Agreement, and the breach is remediable, but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied; or
- (c) the other party persistently breaches this Agreement (irrespective of whether such breaches collectively constitute a material breach).

12.3 The Licensor may terminate this Agreement immediately with no notice provided to the Licensee if:

- (a) the other party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement); or
- (d) if that other party is an individual:
 - (i) that other party dies;
 - (ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
 - (iii) that other party is the subject of a bankruptcy petition or order.

12.4 The Licensor may terminate this Agreement immediately by giving written notice to the Licensee if:





- (a) any amount due to be paid by the Licensee to the Licensor under this Agreement is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
- (b) the Licensor has given to the Licensee at least 30 days' written notice, following the failure to pay, of its intention to terminate this Agreement in accordance with this Clause 12.4.

12.5 If the Licensor terminates this Agreement, the Licensee will still be required to pay for any outstanding amounts in full.

13. Effects of termination

13.1 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely), with the exception of clause of 12.5.

13.2 The termination of this Agreement shall not affect the accrued rights of either party.

13.3 For the avoidance of doubt, the licences of the Software in this Agreement shall terminate upon the termination of this Agreement; and, accordingly, the Licensee must immediately cease to use the Software upon the termination of this Agreement.

13.4 Within 5 Business Days following the termination of this Agreement, the Licensee shall:

- (a) return to the Licensor or dispose of as the Licensor may instruct all media in its possession or control anything contained in the Software; and
- (b) irrevocably delete from all computer systems in its possession or control all copies of the Software,

and if the Licensor so requests the Licensee shall procure that a director of the Licensee certifies to the Licensor, in a written document signed by that person and provided to the Licensor within 5 Business Days following the receipt of the Licensor's request, that the Licensee has fully complied with the requirements of this Clause 13.4.

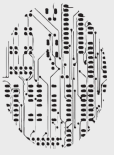
14. Notices

14.1 Any notice from one party to the other party under this Agreement must be given by one of the following methods (using the relevant contact details set out in Clause 14.2):

- (a) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or
- (b) sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting, providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

14.2 The parties' contact details for notices under this Clause 14 are as follows:





- (a) in the case of notices sent by the Licensee to the Licensor, (address) Office 765, 275 New North Road, London, N1 7AA, (office) 03335770669, (email) contact@bytelinestudio.com; and
- (b) in the case of notices sent by the Licensor to the Licensee, *these details are provided in invoices, quotes and the account of/for the Licensee.*

14.3 The addressee and contact details set out in Clause 14.2(a) may be updated from time to time.

15. Data

15.1 For our privacy and data information, please refer to our Privacy Policy Document.

15.2 The Licensee may store personal data on our systems, but they will be responsible for the correct handling and requests for data handling. The Licensor may charge for any data handling that is requested to be carried out by the Licensee or their third-party users/customers/clients.

16. General

16.1 No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.

16.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

16.3 This Agreement may be varied at a later date, being updated and amended to mirror our latest policies.

16.4 The Licensee will not transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement, without the prior written consent of the other party assign.

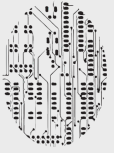
16.5 This Agreement is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

16.6 Subject to Clause 11.1, this Agreement shall constitute the entire Agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

16.7 This Agreement shall be governed by and construed in accordance with English law.

16.8 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.





16.9 Updates and/ or upgrade to the MySight and/ or BANK software may require the Licensee to agree to an updated Licensing Agreement in order to use the update and/ or upgrade for MySight and/ or BANK. Should the Licensee not agree to the new Licensing Agreement, they will not be provided with latest updates and/ or upgrade, and the Licensor holds no responsibility for the integrity, security, design and maintenance of that version of the MySight and/ or BANK software. The updates and/ or upgrades occur to increase usability and security; they are always required. These updates are applied automatically, and the Licensee will be notified. It is then the Licensee's duty to review the updates Software and Agreement within 5 Business Days via their accessible portals (including their website account on the Licensor's website). If the Licensee would like to reject the Agreement or Software updates, they must do so within the 5 Business days from the changes made and provide written notice so that the Licensor can carry out the necessary course of action.

17. Interpretation

17.1 In this Agreement, a reference to a statute or statutory provision includes a reference to:

- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
- (b) any subordinate legislation made under that statute or statutory provision.

17.2 The Clause headings do not affect the interpretation of this Agreement.

17.3 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

SCHEDULE 1 (SOFTWARE LICENCE PARTICULARS)

1. Specification of Software

MySight (V.2-4-2) - Content Management System – By ByteLine Studio Ltd

BANK (V.1-1-6) – Payment System – By ByteLine Studio Ltd (only applicable to eCommerce Software)

Accompanied by any integrated Software designed and/or developed by ByteLine Studio Ltd.

