



## **SOFTWARE LICENSE AGREEMENT**

### **Summary**

The following section is a summary and not a substitute for the full license. The full license is detailed below. Throughout the agreement, Frame-A-Face image cropping system will be referred to as "the Software."

#### **Once you have purchased an active license, you are free to:**

Download, install and use Frame-A-Face, i.e. the Software, on two computers for your personal use (if you are a consumer) or for commercial purposes (if you are a business).

#### **Under the following terms:**

Customer Support is offered for a period of 1 year after purchase of the Software.

All intellectual property rights in the Software anywhere in the world belong to Frame-A-Face or its proprietary owners.

We are not liable to you for any loss of data, sales, profits or any indirect loss or damage.

We are not liable to you for the content of any data transferred either to or from you or stored by you via the Software.

#### **You may not:**

Rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software.

Disassemble, de-compile, reverse-engineer or create derivative works based on the whole or any part of the Software or attempt to discover the source code of the Software.

# Full License Details

## **IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE DOWNLOADING AND/OR INSTALLING FRAME-A-FACE SOFTWARE:**

This License agreement (**License**) is a legal agreement between you (**Licensee** or **you**) and Frame-A-Face, Minneapolis, MN USA. (**Licensor, us** or **we**) for Frame-A-Face computer software and the associated media (**the Software**).

We License use of the Software to you on the basis of this License. We do not sell the Software to you. We remain the owners of the Software at all times.

It is the responsibility of the Licensee to check the operating system requirements for the Software. These can be found on our website at: <http://frameaface.com/support/>.

## **IMPORTANT NOTICE TO ALL USERS**

### **FOR USERS PURCHASING THE SOFTWARE VIA DOWNLOAD**

IF YOU ARE DOWNLOADING THE SOFTWARE FROM THIS WEBSITE BY DOWNLOADING THE SOFTWARE YOU AGREE TO THE TERMS OF THIS **LICENSE** WHICH WILL BIND YOU.

THE TERMS OF THIS **LICENSE** INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CONDITION 5.

IF YOU DO NOT AGREE TO THE TERMS OF THIS **LICENSE**, WE WILL NOT LICENSE THE SOFTWARE TO YOU AND YOU MUST UNINSTALL THE SOFTWARE NOW.

IF YOU PURCHASED THE SOFTWARE FROM US DIRECTLY YOU MUST CONTACT CUSTOMER SUPPORT WITHIN 14 DAYS OF PURCHASE TO OBTAIN A REFUND.

IF YOU PURCHASED THE SOFTWARE FROM A THIRD PARTY RETAILER PLEASE CONTACT THE RETAILER DIRECTLY.

### **FOR USERS PURCHASING THE SOFTWARE VIA DISK**

THIS SOFTWARE IS ONLY AVAILABLE VIA DOWNLOAD.

IF YOU HAVE PURCHASED THE SOFTWARE ON DISK, YOU HAVE PURCHASED AN ILLEGAL COPY. PLEASE CONTACT A FRAME-A-FACE REPRESENTATIVE IMMEDIATELY.

**You should print a copy of this License for future reference.**

## **1. Grant and scope of License**

1.1 In consideration of payment by you of the agreed purchase price and you agreeing to abide by the terms of this License, we hereby grant to you a non-exclusive License to use the Software on the terms of this License.

1.2 If you have downloaded the demo version of the Software you agree to be bound by and abide by the terms of this License. You acknowledge and agree that in the event that you upgrade to the full version of the Software from the demo version the terms of this License shall remain in force in their entirety.

1.3 The License fee payable by you is inclusive of VAT (where applicable).

1.4 If you have purchased the Educational Edition of the Software you hereby confirm that:

- (a) you are an eligible user of our Educational Edition;
- (b) the proof of your eligibility provided upon purchase was accurate and correct; and
- (c) you will use the Software for educational purposes and you agree not to use the Software for any commercial or business purpose.

1.5 You may:

- (a) download, install and use the Software on two computers for your personal use (if you are a consumer) or for commercial purposes (if you are a business) only;
- (b) in accordance with clause 1.5(a) above, transfer the Software from one computer to another;
- (c) provided you comply with the provisions in condition 2, make up to 1 copy of the Software for back-up purposes only; and
- (d) receive and use any free supplementary software code or updates of the Software incorporating "patches" and corrections of errors as may be provided by us from time to time.

## **2. Restrictions**

2.1 Except as expressly set out in this License or as permitted by any local law, you undertake:

- (a) not to copy the Software (other than once for the purpose of back-up or operational security);
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software;
- (c) not to make alterations to, or modifications of, the whole or any part of the Software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- (d) not to transmit the Software over a network, by telephone or electronically using any means;

- (e) not to disassemble, de-compile, reverse-engineer or create derivative works based on the whole or any part of the Software, attempt to discover the source code of the Software nor attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:
  - (i) is used only for the purpose of achieving inter-operability of the Software with another software program; and
  - (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
  - (iii) is not used to create any software which is substantially similar to the Software;
- (f) to keep the Software secure and to supervise and control use of the Software and ensure that the Software is used in accordance with the terms of this License;
- (g) to include our copyright notice on all entire and partial copies you make of the Software on any medium; and
- (h) not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person without prior written consent from us.

2.2 You acknowledge and agree that should you transfer the Software to a third party in accordance with clause 10.4 below this will constitute a termination by you and you as the original licensee must render your version of the Software unusable. The provisions of clause 6.3 shall therefore apply.

### **3. Intellectual property rights**

3.1 You acknowledge that all intellectual property rights in the Software anywhere in the world belong to us, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software other than the right to use them in accordance with the terms of this License.

3.2 You acknowledge that you have no right to have access to the Software in source code form.

3.3 In the event that you produce and provide to the Licensor any text or images (**the Material**) from the use of the Software you hereby agree to release any intellectual property rights which you may have in the Material to the Licensor and expressly authorize the Licensor to use the Material in any manner or for any purpose whatsoever.

## **4. Customer Support**

4.1 We offer the Licensee technical help and assistance through our Customer Support team for a period of 1 year after purchase of the Software. Our Customer Support team can be contacted via our website.

4.2 We are under no obligation to release any patches or bug fixes for the Software. Any repairs that we undertake are at our sole discretion and are dependent upon you making available all the information that may be necessary to help us to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault.

4.3 We will be unable to repair the Software:

- (a) if the defect or fault in the Software results from you having amended the Software; and
- (b) if the defect or fault in the Software results from you having used the Software in contravention of the terms of this License.

4.4 We make no warranty that the operation of the Software will be uninterrupted or that the Software will be error free or as to the results that may be obtained from use of the Software.

## **5. Limitation of liability**

5.1 You acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software meet your requirements.

5.2 We only supply the Software to business customers for commercial use and to consumers for domestic and private use.

5.3 We shall not under any circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the License for:

- (a) loss of profits, sales, business, or revenue;
- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss or corruption of data or information;
- (e) loss of business opportunity, goodwill or reputation; or
- (f) any indirect or consequential loss or damage.

5.4 We are not liable to you for the content of any data transferred either to or from you or stored by you via the Software.

5.5 From time to time we may choose to display advertisements or promotions of products on the Software of third parties along with electronic links to their sites. We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

5.6 Other than the losses set out in condition 5.3 (for which we are not liable), our maximum aggregate liability under or in connection with this License whether in contract, tort (including negligence) or otherwise, shall in all circumstances not exceed the purchase price for the Software. This maximum cap does not apply to condition 5.7.

5.7 Nothing in this License shall limit or exclude our liability for:

- (a) death or personal injury resulting from our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any other liability that cannot be excluded or limited by English law.

5.8 This License sets out the full extent of our obligations and liabilities in respect of the supply of the Software. Except as expressly stated in this License, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Software which might otherwise be implied into, or incorporated in, this License whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

## **6. Termination**

6.1 This Agreement is effective until terminated by you or FRAME-A-FACE upon notice.

6.2 We may terminate this License immediately by written notice to you if you commit a material or persistent breach of this License which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

6.3 Upon termination for any reason:

- (a) all rights granted to you under this License shall cease;
- (b) you must immediately cease all activities authorized by this License; and
- (c) you must immediately delete or remove the Software from all computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

## **7. Cancellation rights**

7.1 You have a right to cancel the contract between us and yourself and request a refund within 14 days of purchase of the Software. If you have purchased the Software from a third

party retailer you will need to contact them directly and adhere to the retailer's own refund policy.

7.2 In order to activate your right of cancellation referred to above you should contact our Customer Support team at <http://frameaface.com/>.

7.3 If you do decide to cancel the contract as provided for in clause 7.1 above, you hereby agree to delete or remove the Software from all computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to us that you have done so within 14 calendar days of canceling the contract.

7.4 If we request, further to clause 7.3 above, that you return copies of the Software we will where necessary withhold any refund that is owed to you until the goods are returned.

7.5 The right of cancellation provided for in this clause does not affect any other provisions in this Agreement.

## **8. Communications between us**

8.1 If you wish to contact us in writing, or if any condition in this License requires you to give us notice in writing, you can send this to us by e-mail to FRAME-A-FACE at [info@frameaface.com](mailto:info@frameaface.com). We will confirm receipt of this by contacting you in writing, normally by e-mail.

8.2 If we have to contact you or give you notice in writing, we will do so by e-mail to the address you provide to us in your order for the Software.

## **9. Events outside our control**

9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this License that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in condition 9.2.

9.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks.

9.3 If an Event Outside Our Control takes place that affects the performance of our obligations under this License:

- (a) our obligations under this License will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
- (b) we will use our reasonable endeavors to find a solution by which our obligations under this License may be performed despite the Event Outside Our Control.

## 10. General

- 10.1 You acknowledge and agree that you are responsible for downloading/installation, management and operation of the Software.
- 10.2 We may transfer our rights and obligations under this License to another organization, but this will not affect your rights or our obligations under this License.
- 10.3 These terms do not apply to third-party libraries included in the Software. These third-party libraries are distributed in accordance with their License agreements which may be viewed in the 'About' section within the Software.
- 10.4 You may only transfer your rights or your obligations under this License to another person if we agree in writing.
- 10.5 This Agreement may only be varied or modified by a License Addendum which accompanies this License or by written document which has been signed by both you and us.
- 10.6 If you are a business customer, this License constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this License. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this License.
- 10.7 If we fail to insist that you perform any of your obligations under this License, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 10.8 Each of the conditions of this License 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.
- 10.9 This License, its subject matter and its formation (and any non-contractual disputes or claims) are governed by United States law. We both irrevocably agree to the exclusive jurisdiction of the courts of the United States of America.