

IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE USING VIDEO BOOTH SYSTEMS' SOFTWARE:

This licence agreement (**Licence**) is a legal agreement between you (**Licensee** or **you**) and Video Booth Systems Ltd of Unit 8 Schooner Park, Schooner Court, Crossways, Dartford, DA2 6NW (**Licensor, us** or **we**) for:

- VideoBooth Version 3 computer software, which includes computer software, the data supplied with it, the associated media, (**Software**); and
- any printed materials and online or electronic documentation (as the case may be) (**Documentation**).

IMPORTANT NOTICE TO ALL USERS:

BY ENTERING INTO AN AGREEMENT WITH THE LICENSOR TO PURCHASE OR HIRE A DEVICE OR DEVICES (AS DEFINED IN CONDITION 1.2(a) BELOW) FROM THE LICENSOR, YOU AGREE TO BE BOUND BY THE TERMS OF THIS LICENCE.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, DO NOT USE THE SOFTWARE. WE WILL NOT LICENSE THE SOFTWARE AND DOCUMENTATION TO YOU IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE. YOU MUST REFRAIN FROM USING THE SOFTWARE AND/OR THE DOCUMENTATION IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE.

1. GRANT AND SCOPE OF LICENCE

1.1 In consideration of your agreeing to abide by the terms of this Licence, the Licensor hereby grants to you a non-exclusive, non-transferable licence to use the Software and the Documentation at the destination(s) referred to in the order or hire contract form (as the case may be), on the terms of this Licence.

1.2 You may:

- (a) use the Software installed on the kiosk(s), booth(s), tablet(s) or other device(s) hired from or purchased from the Licensor (as the case may be) (**Device(s)**) for your internal business purposes only, **and solely on the Device or Devices supplied by the Licensor to the Licensee for the purpose;**
- (b) provided you comply with the provisions in condition 2, make one copy of the Software for back-up purposes;
- (c) receive and use any free supplementary software code incorporating "patches" and corrections of errors as may be provided by the Licensor from time to time;

- (d) use any Documentation in support of the use permitted under condition 1.1 and make one copy of the Documentation as are reasonably necessary for its lawful use.

2. RESTRICTIONS

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

- (a) not to copy the Software or Documentation except where such copying is incidental to normal use of the Software or where it is necessary 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 or Documentation (provided that the foregoing shall not prevent you from hiring or renting a complete Device to a third party if you have purchased the Device from the Licensor (but not where you have hired the Device from the Licensor));
- (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 disassemble, decompile, reverse engineer or create derivative works based on the whole, or any part, of the Software nor attempt to do any such things 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 to any third party without the Licensor's prior written consent; and
 - (iii) is not used to create any software which is substantially similar to the Software;
- (e) to keep any back-up copy of the Software secure and to maintain accurate and up-to-date records of the location of such copy;
- (f) to supervise and control use of the Software and ensure that your employees and representatives (and any third parties to whom you rent or hire a complete Device if so permitted by paragraph (b) above) use the Software in accordance with the terms of this Licence;
- (g) to replace the current version of the Software with any updated or upgraded version or new release that is provided by the Licensor under the terms of this Licence and designated as critical immediately on receipt of such version or release;

- (h) to include the copyright notice of the Licensor on all entire and partial copies you make of the Software on any medium;
 - (i) not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person other than your employees without prior written consent from us (provided that this paragraph (i) shall not prevent you hiring or renting a complete Device to a third party if permitted to do so pursuant to paragraph (b) above);
 - (j) not to use the Software via any communications network or by means of remote access without the prior written consent of the Licensor.
- 2.2 You must permit the Licensor and its representatives, at all reasonable times and on reasonable advance notice, to inspect and have access to any premises, and to the computer equipment located there, at which any Device, the Software or the Documentation is being kept or used, and any records kept pursuant to this Licence, for the purpose of ensuring that you are complying with the terms of this Licence.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 You acknowledge that all intellectual property rights in the Software and the Documentation throughout the world belong to the Licensor or third party licensor(s) (as the case may be), that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Documentation other than the right to use them in accordance with the terms of this Licence.
- 3.2 You acknowledge that you have no right to have access to the Software in source code form or in unlocked coding or with comments.
- 3.3 The integrity of the Software is protected by technical protection measures (**TPM**) so that the intellectual property rights, including copyright, in the Software of the Licensor are not misappropriated. You must not attempt in any way to remove or circumvent such TPM, nor to apply, manufacture, import, distribute, sell, let for hire, offer, expose or advertise for sale for hire or have in your possession for private or commercial purposes, any means whose sole reasonable purpose is to facilitate the unauthorised removal or circumvention of such TPM.

4. LIMITED WARRANTY

- 4.1 We warrant that:
- (a) at the time that it is supplied and for 90 days thereafter (**Warranty Period**), the Software will, when properly used, perform substantially in accordance with the functions described in the Documentation, and the Documentation correctly describes the operation of the Software in all material respects; and
 - (b) the Software has been tested for viruses using commercially available virus-checking software, consistent with current industry practice.

4.2 If, within the Warranty Period, you notify the Licensor in writing of any defect or fault in the Software as a result of which it fails to perform substantially in accordance with the Documentation, we will, at our sole option, either repair or replace the Software, provided that you make available all the information that may be necessary to assist us in resolving the defect or fault, including sufficient information to enable us to recreate the defect or fault.

4.3 **The warranty does not apply:**

- (a) **if the defect or fault in the Software results from you having amended the Software;**
- (b) **if the defect or fault in the Software results from you having used the Software in contravention of the terms of this Licence;**
- (c) **if you have not complied with your obligations under condition 2.1(g) above.**

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 as described in the Documentation meet your requirements.

5.2 You acknowledge that the Software may not be free of bugs or errors and you agree that the existence of any minor errors shall not constitute a breach of this Licence.

5.3 We only supply the Software and Documentation for internal use by your business.

5.4 **We will not under any circumstances accept any liability whatsoever in relation to any material recorded using the Software and the Device (the Content, which for the avoidance of doubt but without limitation includes all text, information, data, images, audio or video material in whatever medium or form), including without limitation any liability for the quality, content, or amount of material so recorded, or for any claims or circumstances arising from the production or use of the Content (whether by the Licensor or a third party). You accept full responsibility for the Content and accept as reasonable the exclusions from liability contained in this clause 5.4 because the Licensor cannot exercise any control over the Content.**

5.5 We shall not under any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence 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.
- 5.6 Other than the losses set out in condition 5.5 (for which we are not liable), our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited £2,795. This maximum cap does not apply to condition 5.7.
- 5.7 Subject to condition 5.5, condition 5.6 and condition 5.8, the Licensor's liability for infringement of third party intellectual property rights shall be limited to breaches of rights subsisting in the UK.
- 5.8 Nothing in this Licence 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.
- 5.9 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Software and Documentation. Except as expressly stated in this Licence, 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 and Documentation which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

6. TERMINATION

- 6.1 We may terminate this Licence immediately by written notice to you if:
 - (a) you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service on you of written notice requiring you to do so; or
 - (b) (where the Licensee is an individual) a petition for a bankruptcy order to be made against you has been presented to the court; or
 - (c) the Licensee (where it is a company) becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt, or becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986); or

- (d) the equivalent in any other jurisdiction of any of the matters in conditions 6.1(b) and 6.1(c) occur.

6.2 Upon termination for any reason:

- (a) all rights granted to you under this Licence shall cease;
- (b) you must cease all activities authorised by this Licence;
- (c) you must immediately pay to the Licensor any sums due to the Licensor under this Licence; and
- (d) you must immediately delete or remove the Software from all equipment in your possession and immediately destroy or return to the Licensor (at the Licensor's option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to the Licensor that you have done so.

7. COMMUNICATIONS BETWEEN US

7.1 All notices given by you to the Licensor must be given to Video Booth Systems Limited at Bentley House, The Green, Great Bentley, Essex, CO7 8PJ or by email to sales@videoboothsystems.com. The Licensor may give notice to you at either the e-mail or postal address you provided to it when purchasing or hiring the Device(s) on which the Software is to be installed.

7.2 Any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

8. EVENTS OUTSIDE THE LICENSOR'S CONTROL

8.1 The Licensor will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under this Licence that is caused by an event outside its reasonable control (**Force Majeure Event**).

8.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (e) impossibility of the use of public or private telecommunications networks;
- (f) the acts, decrees, legislation, regulations or restrictions of any government
- (g) user error in relation to the use of the Software.

8.3 The Licensor's performance under this Licence is deemed to be suspended for the period that the Force Majeure Event continues, and the Licensor will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under this Licence may be performed despite the Force Majeure Event.

9. OTHER IMPORTANT TERMS

9.1 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.

9.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.

9.3 This Licence and any document expressly referred to in it 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 Licence or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this in this Licence or any document expressly referred to in it.

9.4 If we fail to insist that you perform any of your obligations under this Licence, 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.

9.5 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.

9.6 This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.