

PERFECTLY CLEAR LAB SOFTWARE LICENSE AGREEMENT

This document (the “**Agreement**”) describes the relationship between Athentech Imaging Inc. (“**Athentech**”) and the Client as identified during the purchase process (“**Client**”) (each of Athentech and Client, a “**Party**”) in Athentech's e-commerce site (“**E-commerce Site**”). This Agreement will become effective when the Client acknowledges and agrees to the terms of the Agreement and purchases a subscription (the “**Effective Date**”).

1. DEFINITIONS

- {a} “**Authorized Users**” means any individual employees, agents, or contractors of Client accessing or using the LAB Software solely on behalf and for the benefit of Client in the operation of Client’s business as prescribed in this Agreement.
- {b} “**Intellectual Property**” means any and all software, object code, source code, computer programs, methods, devices, designs, techniques, discoveries, inventions, know-how, ideas, processes, confidential information, trade secrets and other proprietary information, including that which may be the subject of patent, copyright, industrial design, trade-mark or other Intellectual Property Rights;
- {c} “**LAB Software**” means the executable code of Athentech’s proprietary application software called Perfectly Clear LAB. This software contains Athentech’s patented image correction science for the automatic correction of correcting exposure, color vibrancy, contrast/depth, sharpness/clarity, skin tone, abnormal tint, noise, red-eye, full color spectrum and other technology that may be added over time.
- {d} “**Trademarks**” means the trademarks Perfectly Clear®, The Real World...Perfectly Clear®, Athentech®, Athentech Imaging®, Real Color Photography®, the Perfectly Clear® logo, Perfectly Clear® Photos, and any other Trademark used by Athentech from time to time in connection with the technology.
- {e} “**Subscription Payment(s)**” means the payment(s) made by Client to Athentech through the E-commerce Site.

2.0 LICENSE AND USAGE OF SOFTWARE

2.01 Grant of License

Subject to the terms and conditions of this Agreement, Athentech hereby grants to Client a non-exclusive, non-transferable, non-assignable, non sub-licenseable license to: (i) install, use, access, and run ("use") one (1) copy of the LAB Software on one (1) computer, server, virtual machine, or terminal, solely for use by Authorized Users in accordance with the terms and conditions of this Agreement.

Client acknowledges and agrees that the user identification and license key provided are to be kept secret and confidential. In addition, Client acknowledge and agree that Client shall be responsible for each and every access, use or employment of the LAB Software that occurs in conjunction with such user identification and license key, and that Athentech is authorized to accept the user identification and license key as conclusive evidence that Client has accessed, utilized, or otherwise employed the LAB Software. Athentech reserves the right, with or without notice, to restrict Client use or access to the LAB Software, in whole or in part, if Athentech reasonably determines that there is an unauthorized use of user identification or license key, or use or access to the LAB Software by persons or entities who are not authorized to use. Such restriction by Athentech shall not be a breach of this Agreement by Athentech.

Client shall not be entitled to gain access to the source code to the LAB Software. Client shall not have the right to modify, nor adapt the LAB Software nor create any derivative works. Client shall not do anything nor permit anything to be done, whether by way of reverse engineering, decoding, decompiling, disassembling, or anything else that is intended to discover the source code, confidential information, or trade secrets inherent in the LAB Software.

2.02 Term

The initial term of this Agreement shall be for three (3) months from the Effective Date, and shall automatically renew for successive three (3) month terms, unless either Party provides written notice at least thirty (30) days prior to the expiration of the initial term or any renewal term.

3.0 OWNERSHIP & INTELLECTUAL PROPERTY RIGHTS

The LAB Software is protected by copyright and other Intellectual Property Rights associated with the LAB Software. Athentech and its licensors own all rights, titles and interests (including, without limitation, all copyright and all other intellectual property rights) in and to the LAB Software. The LAB Software is protected by law, including without limitation the copyright laws of Canada and other countries, and by international treaty provisions. In addition, the LAB Software is subject to patent protection and pending patent applications. This is a license, not a sale. This Agreement does not grant you any rights in the trade-marks, trade-names or other markings of Athentech.

4.0 SUBSCRIPTION PAYMENTS

Client shall pay to Athentech the quarterly Subscription Payment, in the amounts and in the manner, as outlined below:

Quarterly Subscription License

Subscription Payments are due and payable upon the Effective Date of this Agreement and every 3rd month thereafter. (For example, if the Effective Date is January 15th, the first renewal date would be April 15th. The renewal date is NOT 90 days from the Effective Date.) Client will receive all new updates, future improvements, and support at no further charge for as long as Client continues to pay quarterly Subscription Payments. Use of the LAB Software is permitted only during a fully-paid quarterly period.

Unless otherwise indicated, all amounts payable under this Agreement shall exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges. Client will be responsible for payment of all such taxes, fees, duties and charges.

Furthermore, Client is a non-resident of Canada and is not registered for the Goods & Services Tax ("GST") in Canada.

Payments will be made through the E-commerce Site using Client's personal subscription URL which is provided in the subscription confirmation email. Renewals will be automatically processed and charged to Client's credit card on file until such time as the Client cancels the subscription or the credit card expires.

5.0 TERMINATION

Each party shall have the right to terminate this Agreement at any time upon insolvency of the other party, or after the filing by the other party of a petition in bankruptcy, or upon or after the filing of any petition or answer seeking reorganization under any law or any government regulations relating to bankruptcy or insolvency; and upon the exercise of such right, this Agreement shall terminate fifteen (15) days after notice in writing to that effect has been given.

Client also has the right to discontinue the subscription at any time. The subscription, license to use the LAB Software, and this Agreement will continue in full effect until the end of the then-current subscription period. No refunds will be paid to Client for cancellation during a subscription period.

5.01 Effects of Termination

Upon any termination of this Agreement, Client shall (i) immediately discontinue all use of the LAB Software and delete from its computer storage or any other media, (ii) promptly pay all amounts due and remaining payable hereunder.

5.02 Survival

Articles 3, 4, 6 shall survive termination of this Agreement.

6.0 REPRESENTATIONS, WARRANTIES, LIMITATION OF WARRANTY

6.01 Mutual Warranties

Each party (the "Warranting Party") represents and warrants to the other that:

- {a} the Warranting Party is duly organized and subsisting under the laws of the jurisdiction of its incorporation or existence;
- {b} the Warranting Party has full power and authority to enter into this Agreement;
- {c} the Warranting Party will not enter into any agreement, the execution or performance of which would violate or interfere with this Agreement and have a material adverse effect on the other party;
- {d} the Warranting Party is not presently the subject of a voluntary or involuntary petition in bankruptcy, does not presently contemplate filing such voluntary petition, and is not aware of any intention of any other person to file such an involuntary petition against it;
- {e} the Warranting Party is not presently the subject of, or the proponent of any claim that would have a material adverse effect on the other party; and

6.02 Warranty Disclaimer

EXCEPT AS SET OUT IN THIS AGREEMENT, ATHENTECH MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS AND EXPLICITLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS WHETHER EXPRESS OR IMPLIED BY LAW, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE FOLLOWING REPRESENTATIONS, WARRANTIES AND CONDITIONS ARE EXPRESSLY DISCLAIMED:

- {a} ANY REPRESENTATIONS, WARRANTY OR CONDITION THAT THE LICENSED LAB SOFTWARE SHALL MEET CLIENT'S REQUIREMENTS;
- {b} ANY REPRESENTATIONS, WARRANTY OR CONDITION THAT THE OPERATION OF THE LICENSED LAB SOFTWARE SHALL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL PROGRAMMING ERRORS IN THE TECHNOLOGY CAN BE FOUND IN ORDER TO BE CORRECTED; AND
- {c} ANY IMPLIED REPRESENTATIONS, WARRANTY, TERM OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.03 Limited Liability

Except for infringement or breach of obligations of confidence, Athentech's entire liability and Client's entire remedy for any breach of this Agreement or for any damages or loss that Client may suffer from any cause whatsoever arising out of the relationship established pursuant to this Agreement, whether the action is based in contract, tort (including negligence) or a fundamental breach, shall be limited to US \$100.

Except for a breach of obligations of confidence, neither party will be liable for any loss of use, interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or any other legal or equitable theory even if it has been advised of the possibility of such damages.

7.0 SUCCESSORS AND ASSIGNS

This Agreement shall not be directly or indirectly assigned, transferred or shared by Client to or with any individual, firm, corporation or other entity without the prior written consent of Athentech. In the event that Athentech consents to an assignment the assignee shall expressly assume all of the obligations and liabilities of Client under this Agreement and Client shall remain liable and responsible to Athentech for the performance and observance of all of Client's and their permitted assigns, obligations and liabilities under this Agreement.

This Agreement shall enure to the benefit of and shall be binding upon the successors and assigns of Athentech.

8.0 MISCELLANEOUS PROVISIONS

8.01 Governing Law

This Agreement shall be governed and construed as to both substantive and procedural matters in accordance with the laws of the Province of Alberta, Canada, without reference to the conflicts of laws principles applicable therein. Any disputes arising in connection with this Agreement and further agreements relating hereto shall be settled by any competent court in the Province of Alberta. The parties further hereby expressly confirm that they will be subject to the personal and subject matter jurisdiction of the courts of the Province of Alberta, and that service of process may be made upon them by any means allowed by the laws of the Province of Alberta.

8.02 Promotion

Athentech may associate and use Client name in advertising, promotion and marketing campaigns in respect of the LAB Software.