

LICENCE AGREEMENT

- LICENCE

- UNDER THIS LICENCE AGREEMENT, CAMERON MASLEN ("MILOFOX") GRANTS TO THE USER A NON-EXCLUSIVE AND NON-TRANSFERABLE LICENCE TO USE THE "KITDERG AVATAR" IN COMPLIANCE TO THIS AGREEMENT AND TO STATED TERMS OF SERVICE.
- THE "KITDERG AVATAR" INCLUDES THE EXECUTABLE COMPUTER PROGRAMS AND ANY RELATED ELECTRONIC AND ONLINE DOCUMENTATION AND ANY OTHER FILES THAT MAY ACCOMPANY THE PRODUCT.
- TITLE, COPYRIGHT, INTELLECTUAL PROPERTY RIGHTS AND DISTRIBUTION RIGHTS OF THE PRODUCT REMAIN EXCLUSIVELY WITH THE MILOFOX. INTELLECTUAL PROPERTY RIGHTS INCLUDE BUT ARE NOT LIMITED TO THE LOOK OF THE AVATAR, THE SHAPE AND THE COMBINED FUNCTION. THIS AGREEMENT CONSTITUTES A LICENCE FOR USE ONLY AND IS NOT IN ANY WAY A TRANSFER OF OWNERSHIP RIGHTS TO THE "KITDERG AVATAR".
- THE RIGHTS AND OBLIGATIONS OF THIS AGREEMENT ARE PERSONAL RIGHTS GRANTED TO THE LICENSEE ONLY. THE LICENSEE MAY NOT TRANSFER OR ASSIGN ANY OF THE RIGHTS OR OBLIGATIONS GRANTED UNDER THIS AGREEMENT TO ANY OTHER PERSON OR LEGAL ENTITY. THE LICENSEE MAY NOT MAKE AVAILABLE THE "KITDERG AVATAR" FOR USE BY ONE OR MORE THIRD PARTIES.
- FAILURE TO COMPLY WITH ANY OF THE TERMS UNDER THE LICENCE SECTION WILL BE CONSIDERED A MATERIAL BREACH OF THIS AGREEMENT.

- LICENCE FEE

- THE ORIGINAL PURCHASE PRICE PAID BY THE LICENSEE WILL CONSTITUTE THE ENTIRE LICENCE FEE AND IS THE FULL CONSIDERATION FOR THIS AGREEMENT.

- LIMITATION OF LIABILITY

- THE "KITDERG AVATAR" IS PROVIDED BY MILOFOX AND ACCEPTED BY THE

LICENSEE "AS IS". LIABILITY OF MILOFOX WILL BE LIMITED TO A MAXIMUM OF THE ORIGINAL PURCHASE PRICE OF THE AVATAR. MILOFOX WILL NOT BE LIABLE FOR ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PRODUCTION, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR ANY OTHER BUSINESS OR ECONOMIC DISADVANTAGE SUFFERED BY THE LICENSEE ARISING OUT OF THE USE OR FAILURE TO USE THE "KITDERG AVATAR".

- MILOFOX MAKES NO WARRANTY EXPRESSED OR IMPLIED REGARDING THE FITNESS OF THE "KITDERG AVATAR" FOR A PARTICULAR PURPOSE OR THAT THE "KITDERG AVATAR" WILL BE SUITABLE OR APPROPRIATE FOR THE SPECIFIC REQUIREMENTS OF THE LICENSEE.

- MILOFOX DOES NOT WARRANT THAT USE OF THE "KITDERG AVATAR" WILL BE UNINTERRUPTED OR ERROR-FREE. THE LICENSEE ACCEPTS THAT AVATARS IN GENERAL CAN BE PRONE TO BUGS AND FLAWS WITHIN AN ACCEPTABLE LEVEL AS DETERMINED IN THE INDUSTRY.

- WARRANTIES AND REPRESENTATIONS

- MILOFOX WARRANTS AND REPRESENTS THAT THEY ARE THE COPYRIGHT HOLDER OF THE "KITDERG AVATAR". MILOFOX WARRANTS AND REPRESENTS THAT GRANTING THE LICENCE TO USE THIS "KITDERG AVATAR" IS NOT IN VIOLATION OF ANY OTHER AGREEMENT, COPYRIGHT OR APPLICABLE STATUTE.

- ACCEPTANCE

- ALL TERMS, CONDITIONS AND OBLIGATIONS OF THIS AGREEMENT WILL BE DEEMED TO BE ACCEPTED BY THE LICENSEE ("ACCEPTANCE") ON PURCHASE OR OTHER ACQUISITION OF THE "KITDERG AVATAR" BE IT LEGAL OR OTHERWISE, IT IS THE DUTY OF THE LICENSEE TO ENSURE THEY ARE PREPARED TO COMPLY WITH BOTH THE LICENSE AGREEMENT AND ANY STATED TERMS OF SERVICE PRODUCED BY MILOFOX.

- TERM

- THE TERM OF THIS AGREEMENT WILL BEGIN ON ACCEPTANCE AND IS PERPETUAL.

- TERMINATION

• THIS AGREEMENT WILL BE TERMINATED AND THE LICENCE FORFEITED WHERE THE LICENSEE HAS FAILED TO COMPLY WITH ANY OF THE TERMS OF THIS AGREEMENT OR IS IN BREACH OF THIS AGREEMENT. ON TERMINATION OF THIS AGREEMENT FOR ANY REASON, THE LICENSEE WILL PROMPTLY DESTROY ALL COPIES OF THE "KITDERG AVATAR".

- CHARGE BACK CONDITION

• THIS AGREEMENT MAY BE TERMINATED AND THE LICENCE FORFEITED WITHOUT REFUND, NOTICE OR COMPENSATION ON THE CONDITION THE LICENSEE ATTEMPTS FORCED PAYMENT WITHDRAWAL OF PARTIAL OR THE ENTIRETY OF THE LICENCING FEE THROUGH A CHARGE BACK. THE LICENSEE MAY BE FOUND LIABLE AT THE DISCRETION OF MILOFOX FOR AN AMOUNT NOT EXCEEDING THE ORIGINAL LICENSING FEE + \$250 AUD TO BE PAID WITHIN 30 DAYS OF THE TERMINATION OF THEIR LICENCE.

- FORCE MAJEURE

• MILOFOX WILL BE FREE OF LIABILITY TO THE LICENSEE WHERE MILOFOX IS PREVENTED FROM EXECUTING THEIR OBLIGATIONS UNDER THIS AGREEMENT IN WHOLE OR IN PART DUE TO FORCE MAJEURE, SUCH AS EARTHQUAKE, TYPHOON, FLOOD, FIRE, AND WAR OR ANY OTHER UNFORESEEN AND UNCONTROLLABLE EVENT WHERE MILOFOX HAS TAKEN ANY AND ALL APPROPRIATE ACTION TO MITIGATE SUCH AN EVENT.

- GOVERNING LAW

• THE PARTIES TO THIS AGREEMENT SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW SOUTH WALES FOR THE ENFORCEMENT OF THIS AGREEMENT OR ANY ARBITRATION AWARD OR DECISION ARISING FROM THIS AGREEMENT. THIS AGREEMENT WILL BE ENFORCED OR CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF NEW SOUTH WALES.

- MISCELLANEOUS

• THIS AGREEMENT CAN BE MODIFIED BY MILOFOX AT ANY POINT WITHOUT PRIOR

NOTIFICATION OR COMPENSATION.

- THIS AGREEMENT DOES NOT CREATE OR IMPLY ANY RELATIONSHIP IN AGENCY OR PARTNERSHIP BETWEEN THE MILOFOX AND THE LICENSEE.

- HEADINGS ARE INSERTED FOR THE CONVENIENCE OF THE PARTIES ONLY AND ARE NOT TO BE CONSIDERED WHEN INTERPRETING THIS AGREEMENT. WORDS IN THE SINGULAR MEAN AND INCLUDE THE PLURAL AND VICE VERSA. WORDS IN THE MASCULINE GENDER INCLUDE THE FEMININE GENDER AND VICE VERSA. WORDS IN THE NEUTER GENDER INCLUDE THE MASCULINE GENDER AND THE FEMININE GENDER AND VICE VERSA.

- IF ANY TERM, COVENANT, CONDITION OR PROVISION OF THIS AGREEMENT IS HELD BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, VOID OR UNENFORCEABLE, IT IS THE PARTIES' INTENT THAT SUCH PROVISION BE REDUCED IN SCOPE BY THE COURT ONLY TO THE EXTENT DEEMED NECESSARY BY THAT COURT TO RENDER THE PROVISION REASONABLE AND ENFORCEABLE AND THE REMAINDER OF THE PROVISIONS OF THIS AGREEMENT WILL IN NO WAY BE AFFECTED, IMPAIRED OR INVALIDATED AS A RESULT.

- THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. ALL UNDERSTANDINGS HAVE BEEN INCLUDED IN THIS AGREEMENT. REPRESENTATIONS WHICH MAY HAVE BEEN MADE BY ANY PARTY TO THIS AGREEMENT MAY IN SOME WAY BE INCONSISTENT WITH THIS FINAL WRITTEN AGREEMENT. ALL SUCH STATEMENTS ARE DECLARED TO BE OF NO VALUE IN THIS AGREEMENT. ONLY THE WRITTEN TERMS OF THIS AGREEMENT WILL BIND THE PARTIES.

- THIS AGREEMENT AND THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT APPLY TO AND ARE BINDING UPON MILOFOX'S SUCCESSORS AND ASSIGNS.

- NOTICES

- ALL NOTICES TO MILOFOX UNDER THIS AGREEMENT ARE TO BE PROVIDED AT THE FOLLOWING EMAIL ADDRESS :CAMERON MASLEN: MILOFOXDESIGNS@GMAIL.COM