

# License Agreement

No. 

This License Agreement is made and entered into by and between REVIEW3 Limited (Party 1, Licensor) and  (Party 2, Licensee). This Agreement will be effective as of the date of the last signature below.

This Agreement consists of:

- This cover page, containing the parameters of the License, company details and the signatures of the Parties;
- The Terms and Conditions below.

## Parameters of the License:

Target Domains:	
Additional services:	
License Fee:	

## Agreed and Accepted:

	Party 1, Licensor	Party 2, Licensee
Company:	REVIEW3 Limited Reg. No. 2688119	
Address:	No. 5, 17/F, Bonham Trade Centre, 50 Bonham Strand, Sheung Wan, Hong Kong	
Phone / Fax:		
Contact Email:		
Signed By:		
Name:		
Title:		
Date Signed:		

# Terms and Conditions

## 1. Definitions

**"Agreement"** - means this License Agreement.

**"Target Domains"** - Domain names of websites managed by the Licensee – as indicated under "Parameters of the License" on page one of this Agreement.

**"License Fee"** – the amount to be paid by the Licensee to the Licensor for the Service – as indicated under "Parameters of the License" on page one of this Agreement.

**"Product"** - electronic appliance such as camera, mobile phone, notebook, etc.

**"3D-review"** - three-dimensional image (presentation) of a Product specifically intended to demonstrate Products on Internet Websites. Includes specialized software and data such as image files, texts, video and sound data, etc. All 3D-reviews are presented in the *Catalogue* section of the Website.

**"Service"** - a service enabling the Licensee to install Review3 3D-reviews for the public demonstration of Products on the websites listed as the Licensee's Target Domains.

**"Website"** - website located at "*reviewthree.com*".

**"End User"** - a person, Internet user, who visits the Target Domains to buy Products or obtain information related to the Products or for other purposes and who has access to and can view 3D-reviews on the Target domains.

## 2. Subject of the Agreement

2.1. The Licensor provides the Licensee a temporary non-exclusive license for use of the Website and the Service within the scope and on terms established by this Agreement for the duration of this Agreement. The Licensor reserves all the rights that are not transferred to the Licensee by this Agreement.

2.2. The Licensee undertakes the obligation to pay the Licensor the License fee for the right to use the Service.

## 3. Permissions and Limitations of Use

3.1. The Licensee has the right to install 3D-reviews for the public demonstration of Products on any web page of any of the Target Domains.

3.2. The Licensee has the right to use the Service on the territory of any country in the world.

3.3. The Licensee undertakes the obligation not to sell or otherwise transfer to third parties the right to use the Service.

3.4. The Licensee undertakes the obligation not to decompile 3D-review source code and not to decrypt 3D-review files, either independently or with the assistance of third parties.

3.5. The Licensee undertakes the obligation not to remove independently or with the assistance of third parties the technical limitations of the Service and 3D-reviews arising from the license provided.

## 4. Intellectual Property

4.1. The Licensor hereby declares and confirms that the Intellectual Property which is subject to this Agreement fully belongs to the Licensor. The Licensor may use the Intellectual Property by any of the means specified in this Agreement without limitations.

4.2. The Website, the Service and 3D-reviews, including all components except those specified in paragraph 4.3, are the Intellectual Property of the Licensor and, as such, are protected by laws of copyright and associated rights.

4.3. All trademarks, product names, logos, product design and other elements of brand and model identity presented in 3D-reviews are the intellectual property of their manufacturers and rights holders. The Licensor does not, by any means, claim any rights to the said intellectual property and transfers any rights to the Licensee. For example, the "Sony" brand, the "SONY" logo and Sony product exteriors presented in 3D-reviews are the intellectual property of Sony Corporation and its affiliates.

4.4. Any attempt, either independently or with the assistance of third parties, to remove the technical limitations of the Service and 3D-reviews arising from the License provided is considered a violation of the exclusive Intellectual Property rights of the Licensor.

## 5. Warranties and Acknowledgements

5.1. If the Licensee provides access to the Website and the Service to any third parties including but not limited to employees of the Licensee, the Licensee must ensure that these persons read, understand and unconditionally agree with the terms of this Agreement. The Licensee also accepts personal liability for any activity carried out on the Website by such persons.

5.2. THE WEBSITE, THE SERVICE AND 3D-REVIEWS INCLUDING ALL THEIR COMPONENTS ARE PROVIDED TO THE LICENSEE "AS IS", WITHOUT ANY DIRECT OR IMPLICIT WARRANTIES INCLUDING COMMERCIAL VALUE WARRANTIES AND GUARANTEES OF THE WEBSITE, THE SERVICE AND 3D-REVIEWS' FITNESS FOR PURPOSE. THE LICENSOR IN NO CIRCUMSTANCES BEARS ANY LIABILITY UNDER DAMAGE COMPENSATION CLAIMS OR OTHER CLAIMS ARISING FROM THE USE OF THE WEBSITE, THE SERVICE OR 3D-REVIEWS.

5.3. The Licensor in no circumstances bears any liability for failure to meet End-user expectations regarding the accuracy and completeness of information provided in 3D-reviews.

5.4. The Licensee agrees to compensate the Licensor for any damages due to court claims, expenses and losses resulting from violation of this Agreement by the Licensee, or violation of any other obligations of the Licensee.

## 6. Invoicing

6.1. The Licensor sends the invoice to the Licensee for the License Fee after the Agreement is signed. The invoice is paid by transferring funds to the bank account of the Licensor using the bank details indicated on the invoice.

6.2. The Licensee is obligated to make the payment no later than 15 (fifteen) days following receipt of the invoice.

6.3. Should the Licensee default on the payment terms indicated in paragraph 6.2, the Licensor has the right to limit the functionality of the Service in the Licensee's Target Domains until the payment is made.

## 7. Installation and Technical Support

7.1. Installation of the 3D-reviews on the Target Domains is made by the Licensee. Technical documentation can be viewed in the *Installation* Section of the Website.

7.2. The Licensor does not guarantee that the Website and the Service will be continuously available and free from errors. The functionality and availability of systems used to access the Website and the Service, including public telephone lines, computer networks and the Internet, can be unpredictable and may result in poor quality connection or failure to access the Website and the Service altogether. The Licensor is not liable for reduced connection quality or failure to access the Website and the Service.

7.3. Technical support, which is provided via email, is only available for Service errors that can be reproduced by the Licensor's technical support staff. Upon request from the Licensee, the Licensor agrees to provide full and accurate information concerning Service errors. The Licensor does not guarantee that all Service errors or any specific Service error can be fixed.

## 8. Confidentiality

8.1. The Parties undertake to keep the contents of this Agreement and all information and data provided by each of the Parties under this Agreement confidential, and not disclose general or specific facts or information to any third party without the prior written consent of the other Party.

8.2. The obligations of confidentiality accepted by both Parties under this Agreement do not cover publicly available information or information disclosed through no fault of either Party.

8.3. Confidentiality is an important provision of the Agreement. Violation of confidentiality will result in termination of the Agreement and payment of compensation for damages in accordance with current civil and criminal laws on commercial secrets.

## 9. Force Majeure

9.1. The Parties bear no liability under this Agreement if they fail to comply with terms of this Agreement due to force majeure circumstances directly affecting the performance of their obligations under this Agreement, which occur after entering this Agreement due to acts of government authorities or extraordinary events that could not reasonably be foreseen or prevented by the Parties, such as natural disasters, earthquakes, hurricanes, fires, anthropogenic disasters, acts of war, outbreaks of epidemic, etc.

9.2. A party citing force majeure circumstances must notify the other Party of the occurrence/end of force majeure events in writing within 5 (five) calendar days. When force majeure occurs/ends, the Party citing force majeure must provide the other Party with a document confirming the occurrence/end of force majeure issued by a competent government authority. If a party fails to provide timely notification of the occurrence/end of force majeure, the party may not cite force majeure as a reason for failure to comply with the terms of this Agreement.

9.3. If force majeure circumstances last for more than 10 (ten) days, a Party may terminate the Agreement by notifying the other Party 15 (fifteen) calendar days prior to the proposed termination date, when the Agreement will be considered terminated. In this case the Parties make settlements for the period preceding the occurrence of force majeure circumstances.

## 10. Limitation of Liability

10.1. To the maximum extent permitted by law, the Licensor is not liable to the Licensee or any other parties for any direct or indirect losses or damages arising from any use of the Website and the Service.

10.2. The amount of any claim made by the Licensee against the Licensor for any damages caused by the Licensor's failure to fulfil the terms of the Agreement may not exceed the amount paid by the Licensee to the Licensor for the previous 12 months.

## 11. Term of Effect and Termination Procedure

11.1. The Agreement comes into force after it has been signed by both Parties.

11.2. The Agreement shall remain in effect for twelve months.

11.3. The Agreement is automatically prolonged for the next twelve months if mutually approved by both Parties. If one of the Parties does not approve the prolongation of the Agreement, the party is obligated to inform the other Party no later than 30 (thirty) calendar days before the Agreement is due to expire.

## 12. General Provisions

12.1. This Agreement voids all other written or oral agreements, obligations and promises between the Licensor and the Licensee regarding the use of the Website, the Service and 3D-reviews.

12.2. Violation of any provisions of the Agreement by either Party is not grounds for regarding other provisions of the Agreement or the entire Agreement as invalid.

12.3. If a public authority or court of law declares that any provisions of the Agreement are invalid, illegal or have no effect, such provisions will be removed from the Agreement while other provisions of the Agreement will remain in effect.

12.4. This document must be interpreted in accordance with the laws of Hong Kong SAR. If the Parties fail to settle disputes and disagreements within 30 calendar days following the receipt of a written claim, both Parties may submit the case to court.

12.5. No Party, other than the Parties to this Agreement, is entitled to any rights or obligations under this Agreement.