

ENGLISH

**PLASQ LLC.
COMIC LIFE SOFTWARE LICENSE AGREEMENT**

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE USING THE PLASQ SOFTWARE. BY USING THE PLASQ SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT USE THE SOFTWARE. IF YOU DO NOT AGREE TO THE TERMS OF THE LICENSE, YOU MAY RETURN THE PLASQ SOFTWARE TO THE PLACE WHERE YOU OBTAINED IT FOR A REFUND. IF THE PLASQ SOFTWARE WAS ACCESSED ELECTRONICALLY, CLICK "DISAGREE/DECLINE". FOR PLASQ SOFTWARE INCLUDED WITH YOUR PURCHASE OF HARDWARE, YOU MUST RETURN THE ENTIRE HARDWARE/SOFTWARE PACKAGE IN ORDER TO OBTAIN A REFUND.

IMPORTANT NOTE: This software may be used to reproduce materials. It is licensed to you only for reproduction of non-copyrighted materials, materials in which you own the copyright, or materials you are authorized or legally permitted to reproduce. If you are uncertain about your right to copy any material, you should contact your legal advisor.

1. General. The software (including all content), documentation and any fonts accompanying the software (if any), whether on disk, in read only memory, on any other media or in any other form (collectively the "plasq Software") is licensed, not sold, to you by plasq LLC. ("plasq") for use only under the terms of this License, and plasq reserves all rights not expressly granted to you herein. The rights granted herein are limited to plasq's and its licensors' intellectual property rights in the plasq Software and do not include any other patents or intellectual property rights. You own the media on which the plasq Software is recorded but plasq and/or plasq's licensor(s) retain ownership of the plasq Software itself. The terms of this License will govern any software upgrades provided by plasq that replace and/or supplement the original plasq Software, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern. Title and intellectual property rights in and to any content displayed by or accessed through the plasq Software belongs to the respective content owner. Such content may be protected by copyright or other intellectual property laws and treaties, and may be subject to terms of use of the third party providing such content. This License does not grant you any rights to use such content. You may not access the Fonts and Digital Imagery contained within the plasq Software as stand alone files or use the Fonts and Digital Imagery outside the context of the intended use of the plasq Software.

2. Permitted License Uses and Restrictions.

A. Trial License. If you are using the trial version of the plasq Software, this License allows you to install and use the plasq Software on a single computer for the sole purpose of evaluating the plasq Software. The trial version of the plasq Software expires thirty (30) days after the date you first launch the plasq Software. Upon the trial expiration, you may continue to open files in the trial

version of the plasq Software, but you will not be able to save, print or export files without a watermark.

B. Comic Life Single User License. This License allows you to install and use the plasq Software (whether trial or full version) on all your personal computers. These are computers that are exclusively used by you alone. For example your desktop and laptop computers. You may not make the plasq Software available over a network where it could be used by multiple computers at the same time. You may make one copy of the plasq Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright or other proprietary notices contained on the original.

C. Comic Life Family Pack License. This License allows you to install and use one copy of the plasq Software for up to a maximum of five (5) users at a time as long as those users are persons who occupy that same household. By "household" we mean a person or persons sharing the same housing unit such as a home, apartment, mobile home or condominium. This license does not extend to students who reside at a separate on-campus location or to business or commercial users. You may not make the plasq Software available over a network.

D. Comic Life Education License. This License allows you to install and use copies of the plasq Software for up to a maximum of number of purchased licenses as long as those users are students or faculty of the purchasing organization. By "organization" we mean a school, school district or educational region controlled by a single governing body. Sharing the software over a network is permitted as long as access to the software is restricted to the organization's intranet.

E. Except as and only to the extent permitted in this License, by applicable licensing terms governing use of the Open-Sourced Components, and by applicable law, you may not copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the plasq Software or any part thereof. THE PLASQ SOFTWARE IS NOT INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, LIFE SUPPORT MACHINES OR OTHER EQUIPMENT IN WHICH THE FAILURE OF THE PLASQ SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

3. Transfer. You may not rent, lease, lend, redistribute or sublicense the plasq Software. You may, however, make a one-time permanent transfer of all of your license rights to the plasq Software (in its original form as provided by plasq) to another party, provided that: (a) the transfer must include all of the plasq Software, including all its component parts, original media, printed materials and this License; (b) you do not retain any copies of the plasq Software, full or partial, including copies stored on a computer or other storage device; and (c) the party receiving the plasq Software reads and agrees to accept the terms and conditions of this License. All components of the plasq Software are provided as

part of a bundle and may not be separated from the bundle and distributed as standalone applications.

Updates: If a plasq Software update completely replaces (full install) a previously licensed version of the plasq Software, you may not use both versions of the plasq Software at the same time nor may you transfer them separately.

NFR (Not for Resale) Copies: Notwithstanding other sections of this License, plasq Software labeled or otherwise provided to you on a promotional basis may only be used for demonstration, testing and evaluation purposes and may not be resold or transferred.

Academic Copies: If the plasq Software package has an academic label or if you acquired the plasq Software at an academic discount, you must be an Eligible Educational End User to use the plasq Software. "Eligible Educational End Users" means students, faculty, staff and administration attending and/or working at an educational institutional facility (i.e., college campus, public or private K-12 schools).

4. Consent to Use of Data. You agree that plasq and its subsidiaries may collect and use technical and related information, including but not limited to technical information about your computer, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the plasq Software. plasq may use this information, as long as it is in a form that does not personally identify you, to improve our products or to provide services or technologies to you.

5. Termination. This License is effective until terminated. Your rights under this License will terminate automatically without notice from plasq if you fail to comply with any term(s) of this License. Upon the termination of this License, you shall cease all use of the plasq Software and destroy all copies, full or partial, of the plasq Software.

6. Limited Warranty on Media. plasq warrants the media on which the plasq Software is recorded and delivered by plasq to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of original retail purchase. Your exclusive remedy under this Section shall be, at plasq's option, a refund of the purchase price of the product containing the plasq Software or replacement of the plasq Software which is returned to plasq or a plasq authorized representative together with proof of purchase. THIS LIMITED WARRANTY AND ANY IMPLIED WARRANTIES ON THE MEDIA INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, OF SATISFACTORY QUALITY, AND OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF ORIGINAL RETAIL PURCHASE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE LIMITED WARRANTY SET

FORTH HEREIN IS THE ONLY WARRANTY MADE TO YOU AND IS PROVIDED IN LIEU OF ANY OTHER WARRANTIES (IF ANY) CREATED BY ANY DOCUMENTATION, PACKAGING OR OTHERWISE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION.

7. Disclaimer of Warranties. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE PLASQ SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. EXCEPT FOR THE LIMITED WARRANTY ON MEDIA SET FORTH ABOVE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLASQ SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PLASQ AND PLASQ'S LICENSORS (COLLECTIVELY REFERRED TO AS "PLASQ" FOR THE PURPOSES OF SECTIONS 7 and 8) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PLASQ SOFTWARE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. PLASQ DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE PLASQ SOFTWARE, THAT THE FUNCTIONS CONTAINED IN THE PLASQ SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PLASQ SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PLASQ SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PLASQ OR AN PLASQ AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE PLASQ SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

8. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL PLASQ BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PLASQ SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF PLASQ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall plasq's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

9. Export Control. You may not use or otherwise export or reexport the plasq Software except as authorized by United States law and the laws of the jurisdiction in which the plasq Software was obtained. In particular, but without limitation, the plasq Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the plasq Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

10. Government End Users. The plasq Software and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

11. Controlling Law and Severability. This License will be governed by and construed in accordance with the laws of the State of South Carolina, as applied to agreements entered into and to be performed entirely within South Carolina between South Carolina residents. This License shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force and effect.

12. Complete Agreement; Governing Language. This License constitutes the entire agreement between the parties with respect to the use of the plasq Software licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by plasq. Any translation of this License is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this License shall govern.

13. Third Party Acknowledgements. Portions of the plasq Software utilize or include third party software and other copyrighted material. Acknowledgements, licensing terms and disclaimers for such material are contained in the "online" electronic documentation for the plasq Software or

may otherwise accompany such material, and your use of such material is governed by their respective terms.