

## **END-USER LICENSE AGREEMENT**

THIS END-USER LICENSE AGREEMENT (the “Agreement”) is dated as of January of 2017, or, such later date as you may become a subscriber, (the “Effective Date”), by and between you, the End-User (“You”), and K&M Bristol Holdings, LLC, a Massachusetts Limited Liability Company, with offices at 335 Elm Street, Dartmouth, Massachusetts 02748 (the “Company”) (collectively the “Parties”).

### **IMPORTANT: PLEASE READ THIS AGREEMENT CAREFULLY**

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS BEFORE AGREEING TO USING ALL OR ANY PORTION OF THE SOCIAL JUDO APPLICATION (THE APPLICATION).**

#### **1. INTRODUCTION**

**A. BY ACKNOWLEDGING THAT YOU HAVE AGREED TO THESE TERMS WHEN ESTABLISHING YOUR SUBSCRIPTION, AND, BY USING ALL OR ANY PORTION OF THE APPLICATION, YOU HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU (AN INDIVIDUAL), THE END-USER, AND THE COMPANY, FOR THE APPLICATION, WHICH INCLUDES, WITHOUT LIMITATION, ANY COMPUTER SOFTWARE OR CODE AND MAY INCLUDE ASSOCIATED MEDIA, PRINTED MEDIA, AND “ON-LINE” OR ELECTRONIC DOCUMENTATION (COLLECTIVELY, THE “APPLICATION”).**

**B. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE AGAINST YOU, YOUR ESTATE, HEIRS AND OTHER SUCCESSORS. BY INSTALLING, COPYING, OR OTHERWISE USING THE APPLICATION, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT INSTALL, COPY, DOWNLOAD OR USE THE APPLICATION, NOR ANY RELATED SOFTWARE.**

**C. YOU AGREE THAT YOUR USE OF THE APPLICATION ACKNOWLEDGES THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

## **2. LICENSE GRANT AND RESTRICTIONS**

A. The Company hereby grants you a non-exclusive, non-transferable license to install the Application, and related software, on a desktop or laptop computer, as well as on your cellular telephone.

B. You may install, download and use one (1) copy of the Application, and related software, on a single laptop or desktop computer, and on your cellular telephone, and that of your child's other parent.

C. Unless provided otherwise in this Agreement or by prior express written consent of the Company, you shall not display, modify, reproduce and distribute any part or portion of the Application, nor related software, nor any related documentation, if any.

## **3. OWNERSHIP**

A. The Company shall retain all worldwide rights, title and interest in and to the Application, and related software, (including without limitation ownership of all copyrights and other intellectual property rights therein), as well as all right, title and interest in and to its trademarks, service marks, trade names worldwide, including any goodwill associated therewith.

B. Under no circumstances shall any provision of this Agreement be understood or deemed to restrict, bar, prohibit, or limit the Company's right to market, sell, distribute, display or otherwise provide access to the Application directly or indirectly anywhere in the world, or enter into contracts, grant licenses or make arrangements with any other party to market, sell, distribute, display or otherwise provide access to the Application anywhere in the world.

C. You shall not sublicense, transfer or assign any right granted herein to any other person or entity.

## **4. GENERAL**

A. The Application is licensed to you, not sold to you, and, for use only under the terms and conditions of this Agreement.

B. You hereby acknowledge, understand and agree that the Application is

protected by the copyrights laws of the United States of America and international copyright treaties and laws, in addition to other intellectual property laws in the United States of America, and throughout the world.

C. You further hereby acknowledge, understand and agree that the terms and conditions of this Agreement will apply to any upgrades, improvements, alterations or modifications of the Application (collectively the “Improvements”), unless such Improvements are accompanied by a separate license. The terms and conditions of such a separate license will apply to the Application, and any related software.

## **5. APPLICATION**

The term Application as used herein means any code, programs, software, documents, materials, marks, trademarks, names, logos, trade names, service marks or any portion thereof downloaded as a part of this Application.

## **6. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS**

The Company may, from time to time, provide you with support services related to the Application (“Support Services”). The Company reserves the right to alter, suspend, and terminate the Support Services at any time and for any reason. Use of the Support Services is governed by this Agreement and the Company’s Policies and Guidelines, as set forth on its website.

## **7. RESERVATION**

ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED BY THE COMPANY.

## **8. TERM AND TERMINATION**

A. This License is effective from the moment you agree to the terms and conditions of this Agreement and begin to download any portion of the Application and related software.

B. You may terminate this Agreement at any time by deleting the Application

from your devices and those of your child or children, along with all copies, full or partial, and removing all of its component parts.

C. If, at any time, you fail to comply with, or breach any term (or terms) of, this Agreement, your rights under this Agreement will AUTOMATICALLY TERMINATE without notice from the Company. In such an event, Company is under no obligation to provide notice, nor make any refund whatsoever.

D. Upon termination or expiration of this Agreement, all rights granted herein shall revert to the Company. You must immediately cease all use of the Application and destroy and delete all remaining copies/versions, including the originally downloaded copy.

## **9. INTELLECTUAL PROPERTY RIGHTS**

A. The Parties hereby agree and acknowledge that the Company shall retain all rights, titles, and interest in the Application and all related software, and to any modifications or Improvements made thereto. You will not obtain any rights in the Application nor the software.

B. You acknowledge the Company's exclusive rights in the Application and related software.

C. You acknowledge that the Application is unique and original to the Company and that the Company is the owner thereof.

D. Unless otherwise permitted by law, you shall not, at any time during or after the effective Term of the Agreement, dispute or contest, directly or indirectly, the Company's exclusive right and title to the Application and related software, or the validity thereof.

E. You shall have no rights to duplicate, translate, decompile, reverse engineer, or adapt the Application and related software without the Company's prior written consent, nor shall you attempt to develop any product, service, or Application that contains content of the "look and feel" of the Application, nor any portion thereof.

## **10. LAW ASSURANCES**

You hereby agree to fully comply with the laws of the United States of America

regarding the exportation of goods from the United States of America, and all related copyright and trademark laws, both of the United States of America and internal laws as well.

## **11. ADDITIONAL WARRANTIES AND REPRESENTATIONS OF COMPANY**

A. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND THE COMPANY AND THE COMPANY'S AFFILIATES, IF ANY (EXPRESSLY REFERRED TO AS COMPANY FOR PURPOSES OF THIS SECTION ONLY), HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLICATION, 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.

B. THE COMPANY DOES NOT WARRANT AGAINST INTERFERENCE WITH E-BUSINESS'S OR END-USER'S ENJOYMENT OF THE APPLICATION, NOR THAT THE FUNCTIONS CONTAINED IN THE APPLICATION WILL MEET E-BUSINESS'S OR THE END-USER'S REQUIREMENTS, NOR THAT THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APPLICATION WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE COMPANY OR AN AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

C. SHOULD THE APPLICATION PROVE DEFECTIVE, THE END-USER SHALL ASSUME THE ENTIRE COST OF ALL SERVICING, REPAIR OR CORRECTION.

## **12. DAMAGES**

A. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM THE USE OF OR INABILITY TO USE THE APPLICATION, OR ANY OTHER PROVISION OF THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR

ANTICIPATED PROFITS OR LOST BUSINESS, OR PERSONAL INJURY TO THE USER OR ANY THIRD PARTY, INCLUDING THE USER'S CHILD OR CHILDREN.

B. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE APPLICATION, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE DISTRIBUTOR SPECIFICALLY DISCLAIMS ANY WARRANTY REGARDING THE PROFITABILITY OF APPLICATION.

### **13. JURISDICTION AND DISPUTES**

This Agreement shall be governed in accordance with the laws of the Commonwealth of Massachusetts. All disputes under this Agreement shall be resolved by litigation in the courts of the Commonwealth of Massachusetts, County of Bristol, as well as the federal court of that district, and the Parties all hereby specifically consent to the jurisdiction of such courts, and hereby waive any jurisdictional or venue defenses otherwise available to it.

### **14. MODIFICATIONS**

This Agreement may not be modified or amended except by written instrument duly executed by both parties, understanding that the Company may revise this Agreement or develop a new version of this Agreement, to which you agree to be bound as if the new terms were contained herein, and you will be notified of the same.

### **15. AGREEMENT BINDING ON SUCCESSORS**

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their heirs, administrators, successors and assigns.

## **16. SEVERABILITY**

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

## **17. ASSIGNABILITY**

Neither party may assign this Agreement, or the rights and obligations hereunder, to any third party, except that the Company may assign its interests to a successor company, or, any entity which is formed by the Company into which the Company assets will be transferred.

## **18. SECTION HEADINGS**

The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.