

EULA

This End-User License Agreement ("**EULA**") is a legal agreement between you (either an individual or a single legal entity) whose details are provided to NOLEADFINES.COM upon Purchase (defined below) ("Licensee") and NOLEADFINES.COM to use the Software. This EULA applies from the date when the Licensee receives the Software from the Reseller or NOLEADFINES.COM ("Purchase"). An amendment or addendum to this EULA may accompany the Software. The Licensee agrees to be bound by the terms of this EULA by installing, copying, downloading or otherwise using the Software. If the Licensee does not agree to the terms of this EULA, the Licensee may not install copy, download or otherwise use the Software.

1. DEFINITIONS

"Accessible Code" means source code that is unprotected and accessible.

NOLEADFINES.COM DBA of Joy Above Software LLC: DBA NoLeadFines.com, P.O. Box 1687 Sierra Madre, CA 91025-4687

Application means the NoLeadFines.com application within which the Software runs.

Authorized User means a person who accesses and uses the Software under a User License.

Embedded Software means any third party software which may contain Accessible Code, Protected Code or Media licensed by NOLEADFINES.COM from a third party and embedded in the Software.

Fees mean all fees and expenses payable by the Licensee to NOLEADFINES.COM in acquiring the Software and as applicable any Maintenance or User License.

Maintenance means the provision by NOLEADFINES.COM to Licensee, of Software updates and/or enhancements made generally available to customers from time to time, and online technical support for the sole purpose of addressing technical issues relating to the use of the Software.

Media means all images, icons, text files, pdfs or other static non-code assets contained within the Software.

On Demand means NoLeadFines.com is hosted in the cloud. either Digital Ocean or AWS as of this date.

Paid License means a license for which Fees have been paid to NOLEADFINES.COM.

Parties means either NOLEADFINES.COM or the Licensee or both.

Protected Code means any source code that is protected against access by the Licensee and any third party without NOLEADFINES.COM's prior written permission and is otherwise not accessible under this EULA.

Software means the Joy-Above Software LLC entitled "NOLEADFINES.COM" that accompanies this EULA, which may include computer software, Accessible Code and Protected Code and may include associated media, Media, printed materials, "online" or electronic documentation, Internet-based services and Embedded Software.

User License means a license granted under this EULA to the Licensee to permit an Authorized User to use the Software. The number of User Licenses granted to the Licensee is dependent on the Fees paid by the Licensee.

2. GRANT OF LICENSE

Upon Licensee's acceptance of this EULA, NOLEADFINES.COM grants the Licensee the non-exclusive right to use the Software subject to the following:

Full License

2.1 Authorized Users

The licenses granted are subject to the condition that the Licensee must ensure the maximum number of Authorized Users accessing and using the Software concurrently is equal to the number of User Licenses for which the necessary Fees have been paid to NOLEADFINES.COM. The Licensee may purchase additional User Licenses at any time on payment of the appropriate Fees to NOLEADFINES.COM.

2.2 Backup

The Licensee is permitted to copy the Software data for protection, archiving and backup purposes only and for no other purpose. However, only the strictly necessary number of backup copies may be made.

Evaluation License

2.3 Installation and Use

NOLEADFINES.COM may in its sole discretion provide evaluation copies of the Software for customers to assess the Software, which may not have full functionality. If the Software is only provided for evaluation purposes the rights of the Licensee are limited to this evaluation license which permits the Licensee to download, install, use and operate the Software for a limited period ("Evaluation Period") and be accessed by a limited number of temporary users only, as determined by NOLEADFINES.COM ("Evaluation License"). On the expiry of the Evaluation Period the Software will cease to function and the Licensee must remove and delete all copies of the Software in its possession.

General License Terms

2.4 Scope

Each license granted by NOLEADFINES.COM under this EULA is unless otherwise specified in this EULA or agreed by NOLEADFINES.COM in writing; worldwide, non-exclusive and non-transferable.

2.5 Duration

Subject to the terms of this EULA and unless terminated earlier in accordance with this EULA, the term granted hereunder shall be: perpetual for a Paid License; one calendar year (365 days) from the date of Purchase for a License only or NOLEADFINES.COM notifies the 5 business days prior to the upcoming expiration date or NOLEADFINES.COM ceases to make hosted service available.

2.6 Permitted Computers

Except as otherwise agreed in writing by NOLEADFINES.COM, the Licensee must only install the Software and make the Software available for use on hardware systems owned, leased or controlled by the Licensee.

2.7 Responsibility for Non-controlled systems

If NOLEADFINES.COM permits the Licensee to install the Software or make the Software available for use on hardware systems not owned, leased or controlled by the Licensee ("Uncontrolled Systems"), the Licensee will ensure the terms of this EULA are complied with by users of such Uncontrolled Systems and the Licensee indemnifies NOLEADFINES.COM for all costs, damages and loss NOLEADFINES.COM suffers arising from such installation or use of the Software on Uncontrolled Systems.

3. FEES

The Licensee must pay all Fees by their due date notified to Licensee and in the manner directed at the time of Purchase of the Software. Failure to pay Fees by the due date will result in the immediate termination of the licenses granted under this EULA.

4. EMBEDDED SOFTWARE

The Licensee acknowledges the Software contains Embedded Software and that in addition to the obligations of this EULA, additional obligations may apply in relation to any use of Embedded Software by the Licensee which is not in accordance with the use of the Software as permitted under the terms of this EULA. In such circumstances the Licensee must consult the relevant third party to acquire any necessary licenses and consents in relation to its use of any Embedded Software.

5. RESERVATION OF RIGHTS AND OWNERSHIP

NOLEADFINES.COM reserves all rights not expressly granted to the Licensee in this EULA. The Software and all copies thereof are protected by copyright and other intellectual property laws and treaties. NOLEADFINES.COM or its relevant third parties own the title, copyright, and all other intellectual property rights in the Software and all subsequent copies of the Software. The Software is licensed, not sold and the Licensee does not acquire any rights of ownership in the Software hereunder.

6. SUPPORT AND MAINTENANCE

6.1 Additional Software / Services

This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Software ("Supplementary Software") that NOLEADFINES.COM may provide to the Licensee or make available to the Licensee after the date the Licensee obtains its initial copy of the Software, unless NOLEADFINES.COM provides other terms along with any Supplementary Software. NOLEADFINES.COM reserves the right to discontinue any Internet-based services provided to the Licensee or made available to the Licensee through the use of the Software.

6.2 Support and Upgrades

Should any support services be provided by NOLEADFINES.COM to the Licensee, then Licensee may request information about such services and such services may be subject to the payment of additional Fees

7. LICENSEE OBLIGATIONS

7.1 Positive Obligations

Licensee must at all times: (a) ensure that only an Authorized User uses the Software and only in accordance with the terms and conditions of this EULA, (b) ensure that the Software is not used for rental, timesharing, subscription service, hosting or outsourcing.

7.2 Negative Obligations

Licensee must not, whether through negligent act or omission, or without the prior written consent of NOLEADFINES.COM, which may be withheld at NOLEADFINES.COM's discretion and include certain conditions: (a) decompile; reverse engineer; disassemble; modify; adapt; create derivative works from; or otherwise attempt to derive; any part or whole of the Software; (b) directly or indirectly access or use any Embedded Software independently of the rest of the Software; (c) sell; sublicense; redistribute; reproduce; transmit; circulate; disseminate; translate or reduce to or from any electronic medium or machine readable form the Software or any data/information not owned by the Licensee which is provided to Licensee through the Software to a person who is not an Authorized User; (d) vary or amend the Software (including any

Embedded Software; Protected Code or Accessible Code); (e) except as otherwise permitted in this EULA, publish; promote; broadcast; circulate or refer publicly to the NOLEADFINES.COM name; trade name; trademark; service mark or logo; (f) commit any act or omission the likely result of which is that NOLEADFINES.COM's or any of its third party suppliers' reputation will be brought into disrepute or which act or omission could reasonably be expected to have or does have a material and adverse effect on NOLEADFINES.COM's interests; (g) distribute the Software via OEM Distribution without entering into a separate OEM Distribution Agreement with NOLEADFINES.COM; or (h) copy or embed elements of the Accessible Code contained in the Software into other software.

7.3 Protection Mechanisms

The Software includes license protection mechanisms that are designed to manage and protect the intellectual property rights of NOLEADFINES.COM and its third party suppliers. Licensee must not modify or alter those features to try to defeat the Software or use rules that the license protection mechanisms are designed to enforce. Any such attempt by the Licensee will result in the immediate termination of any license granted under this EULA

8. NOTIFICATION

8.1 General

If the Licensee discovers it has breached any of its obligations under this EULA and in particular but not limited to the obligations in clause 7, the Licensee must immediately report such breach to NOLEADFINES.COM, in writing.

8.2 Breach of Additional Licenses

Where a breach involves the distribution or use of Software outside of the terms of the User License or any Additional User License (including but not limited to the use and distribution of Embedded Software), NOLEADFINES.COM and/or any third party owner of Embedded Software will be entitled (without prejudice to any other right or claim that NOLEADFINES.COM or any third party owner of Embedded Software may have against Licensee) to charge Licensee, in addition to any other Fees payable by Licensee under this EULA, a fee calculated based on the number of prohibited distributions or uses multiplied by the respective list prices that NOLEADFINES.COM and/or any third party owner of Embedded Software charges for the Software or Embedded Software respectively.

9. INVESTIGATION OF UNAUTHORIZED USE AND DISTRIBUTION

If NOLEADFINES.COM reasonably suspects the Software has been distributed to or obtained by any person or party without NOLEADFINES.COM's prior written consent, that Embedded Software is being varied or accessed or used independently of the Software or that Licensee is otherwise breaching a term of this EULA and in particular, but without limitation, its obligations under clause 7, NOLEADFINES.COM reserves the right to require the Licensee to provide an

unqualified certificate executed by the Licensee's auditor verifying compliance with the terms of this EULA. Such requests shall be made no more frequently than once per calendar year. If such an unqualified certificate is not received by NOLEADFINES.COM within ninety (90) calendar days of being required, it will be considered that a breach of this EULA has occurred allowing NOLEADFINES.COM to terminate the licenses granted under this EULA.

10. PERMITTED FIXES

Notwithstanding anything else in this EULA but subject to any amendment or addendum to this EULA supplied with the Software.

11. TERMINATION

11.1 Without prejudice to any other rights and in addition to any other termination rights in this EULA, NOLEADFINES.COM may terminate with immediate effect, this EULA if

1. (a) the Licensee fails to comply with the terms and conditions of this EULA; or
2. (b) Licensee suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts; or
3. (c) Licensee commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
4. (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of Licensee (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of Licensee with one or more other companies or the solvent reconstruction of Licensee; or
5. (e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over Licensee (being a company); or
6. (f) the holder of a qualifying floating charge over the assets of Licensee (being a company) has become entitled to appoint or has appointed an administrative receiver; or
7. (g) a person becomes entitled to appoint a receiver over the assets of Licensee or a receiver is appointed over the assets of Licensee; or
8. (h) a creditor or encumbrance of Licensee attaches or Licensee takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of Licensee's assets and such attachment or process is not discharged within 14 days; or

9. (i) Licensee suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

11.2 Immediately upon termination of a license granted under this EULA, the Licensee must at its own cost:

1. (a) cease permitting access to and procure that all Authorized Users immediately cease all use of the Software; and (b) remove all copies of the Software from its computer systems or any Uncontrolled Systems; (c) provide NOLEADFINES.COM with written certification that it has destroyed all copies of the Software including but not limited to all Accessible Code in its possession, custody or control.

12. INFRINGEMENT INDEMNIFICATION

12.1 Infringement of Software

If the Software becomes, or in the opinion of NOLEADFINES.COM may become, the subject of a claim of infringement of any third party's intellectual property rights, NOLEADFINES.COM may, at its option and in its discretion: (a) procure for Licensee the right to use the Software free of any liability; (b) replace or modify the Software to make it non-infringing; or (c) refund any license Fees related to this Software paid by Licensee. The foregoing states the sole liability of NOLEADFINES.COM and the exclusive remedy of Licensee for any infringement of intellectual property rights by the Software or any other items provided by NOLEADFINES.COM under this EULA.

12.2 Licensee's Use

Licensee will indemnify and hold harmless NOLEADFINES.COM against all costs, expenses, losses and claims made against NOLEADFINES.COM as a result of any infringement of a third party's intellectual property rights arising from the Licensee's or its Authorized User's unauthorized use of the Software under this EULA.

12.3 Third Party Products

Licensee acknowledges and agrees that if Licensee breaches this EULA and NOLEADFINES.COM or any third-party owner of Embedded Software suffers any loss, damage, cost or expense directly or indirectly in connection with the breach, NOLEADFINES.COM or the relevant third party owner of the Embedded Software may bring an action directly against Licensee.

13. EXCLUSION OF WARRANTIES

To the maximum extent permitted by applicable law in the jurisdiction in which the Software or any Supplementary Software is supplied or Maintenance is provided, NOLEADFINES.COM and its third party suppliers provide the Software and any Maintenance AS IS AND WITH ALL

FAULTS, and except otherwise expressly contained in the EULA, hereby disclaim all other warranties and conditions, whether express, implied or statutory.

14. LIMITATION OF LIABILITY

14.1 Non-excludable Warranties

The Licensee may have remedies against NOLEADFINES.COM imposed by law or statute which cannot be excluded by NOLEADFINES.COM and its third party suppliers. To the extent the Licensee has such legal remedies against NOLEADFINES.COM or its third party suppliers then to the fullest extent permitted by law NOLEADFINES.COM and its third party suppliers' liability is limited (a) at NOLEADFINES.COM's option, to: (i) in the case of the Software: 1) repairing or replacing the Software; or 2) the cost of such repair or replacement; and (ii) in the case of Maintenance services; 1) re supply of the Maintenance services; or 2) the cost of having the Maintenance services supplied again; or (b) if the limitation set out in 14.1(a) is not applicable then to an amount of the liability up to a maximum of the sum of the multiple of three times the amount actually paid by the Licensee for the Software.

14.2 Limitation of Liability for other Losses

Subject to section 14.1, notwithstanding any damages Licensee might incur for any reason whatsoever to the maximum extent permitted by applicable law the entire liability of NOLEADFINES.COM and any of its third party suppliers under any provision of this EULA and Licensee's exclusive remedy hereunder shall be limited to an amount of the liability up to a maximum of the sum of the multiple of three times the amount actually paid by the Licensee for the Software.

14.3 Consequential Loss

Notwithstanding anything else in this section 14, to the maximum extent permitted by applicable law, in no event shall NOLEADFINES.COM or its third party suppliers be liable for any loss of income; loss of business profits or contracts; business interruption; loss of the use of money or anticipated savings; loss of information; loss of opportunity, goodwill or reputation; loss of, damage to or corruption of data; special; incidental; punitive; indirect; or consequential damages whatsoever arising out of or in any way related to the use of or inability to use the Software; the provision of or failure to provide Maintenance or other services; information; software; and related content through the Software or otherwise arising out of the use of the Software; or otherwise under or in connection with any provision of this EULA, even in the event of the fault; tort (including negligence); misrepresentation; strict liability; breach of contract; or breach of warranty of NOLEADFINES.COM or any third party supplier, (including any such liability for the acts or omissions of its employees, agents and subcontractors); and even if NOLEADFINES.COM or any third party supplier has been advised of the possibility of such damages.

14.4 NOLEADFINES.COM shall have no liability to the Licensee where faults arise from:

1. (a) the possession, use, development, modification or maintenance of the Software (or any part thereof) by the Licensee other than in accordance with this license, if the infringement would have been otherwise avoided; or
2. (b) misuse, incorrect use of or damage to the Software from whatever cause (other than any act or omission by; or
3. (f) any breach of the Licensee's obligations under this license; or
4. (g) any modification not authorized by NOLEADFINES.COM resulting in a departure from the license; or
5. (h) any operator error on the part of the Licensee.

15. PUBLICITY RIGHTS

Licensee grants NOLEADFINES.COM the right to include Licensee as a customer in Software promotional material, including Licensee's logo. Licensee can deny NOLEADFINES.COM this right at any time by submitting a written request via email to sales@noleadfines.com, requesting to be excluded from Software promotional material. Requests made after Purchasing may take thirty (30) calendar days to process.

16. AMENDMENT

This EULA may not be amended except with the written agreement of NOLEADFINES.COM whose consent may be withheld in its complete discretion without any requirement to provide reasons.

17. ASSIGNMENT

Licensee may assign this EULA to: (i) succeeding parties in the case of a merger, acquisition or change of control; or (ii) if Licensee is a supplier to a government agency; provided, however, that in each case, (a) NOLEADFINES.COM is notified in writing within ninety (90) days of such assignment, (b) the assignee agrees to be bound by the terms and conditions contained in this EULA and (c) upon such assignment the assignee makes no further use of the Software licensed under this EULA. NOLEADFINES.COM may assign its rights and obligation under this EULA without consent of Licensee. Any permitted assignee shall be bound by the terms and conditions of this Agreement.

18. RESTRICTIONS

The export of the Software from the country of original Purchase may be subject to control or restriction by applicable local law. Licensee is solely responsible for determining the existence and application of any such law to any proposed export and for obtaining any needed

authorization. Licensee agrees not to export the Software from any country in violation of applicable legal restrictions on such export.

19. GOVERNING LAW AND EXCLUSIONS

19.1 Applicable Law

This EULA and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of Iceland and the Icelandic Courts shall be the competent court of jurisdiction.

19.2 Exception from Jurisdiction.

Notwithstanding the foregoing, the parties reserve the right to seek and obtain injunctive relief, whether in the form of a temporary restraining order, preliminary injunction, injunction to enforce an arbitration award, or other order of similar import, including obtaining full payment of all fees and costs under this Agreement from any court of competent jurisdiction (e.g. local courts at the Licensee place of residence) prior to, during, or after commencement or prosecution of arbitration proceedings or the final decision and award of the arbitrators.

19.3 Exclusion of UN Convention

The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this EULA.

20. ENTIRE AGREEMENT

20.1

This EULA (and any addendum or amendment to this EULA which is included with the Software) is the entire agreement between the Licensee and NOLEADFINES.COM relating to the Software and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA.

20.2

Each party acknowledges that, in entering into this EULA (and the documents referred to in it), neither relies on any statement, representation, assurance or warranty ("Representation") of any person (whether a party to this EULA or not) other than as expressly set out in this EULA or those documents.

20.3

Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract as provided in this EULA.

20.4

Nothing in this clause shall limit or exclude any liability for fraud.

21. NOTICES

All notices to NOLEADFINES.COM must be given to Joy-Above Software LL P.O. Box 1566 Sierra Madre, CA 91025-4566. Notice will be deemed received and properly served 24 hours after an electronic communication (including email) is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an electronic communication that such e-mail was sent to the specified e-mail address of the addressee.

22. WAIVER

22.1

If NOLEADFINES.COM fails, at any time during the term of this EULA, to insist upon strict performance of any of the Licensee's obligations under this EULA, or if NOLEADFINES.COM fails to exercise any of the rights or remedies to which it is entitled under this EULA, this shall not constitute a waiver of such rights or remedies and shall not relieve the Licensee from compliance with such obligations

22.2

A waiver by NOLEADFINES.COM of any default shall not constitute a waiver of any subsequent default.

22.3

No waiver by NOLEADFINES.COM of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to the Licensee in writing.

23. SEVERABILITY

23.1

If any provision of the EULA (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

23.2

If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable and to give effect to the commercial intention of the parties.

24. NO PARTNERSHIP ETC.

Nothing in the EULA is intended to, or shall be deemed to, establish any agency, partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorize any party to make or enter into any commitments for or on behalf of any other party.

25. RULES OF INTERPRETATION

In this EULA, the following rules apply:

25.1

A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

25.2

A reference to a party includes its personal representatives, successors or permitted assigns;

25.3

The headings in this EULA are inserted for convenience only and shall not affect its construction.

25.4

A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

25.5

A reference to one gender includes a reference to the other gender.

25.6

Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

25.7

A reference to writing or written includes faxes, e-mails, communications via websites and comparable means of communication.

26. SURVIVAL

Clauses 1, 4, 5, 7, 9, 11, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 24, 25, 26 and 27 shall survive any