License Agreement for Chameleon Software Packages

This License Agreement ("LA") is a legal agreement between you (an individual or a legal entity) and Websplosion LLC ("the company").

Company Name: Websplosion LLC
Commercial Name: Websplosion
Company Website: http://www.websplosion.com
Federal tax ID number: 36-4965070
Registered Address: 1309 Coffeen Avenue, STE 1200 Sheridan, Wyoming 82801

The software packages include set of scripts, and may include associated media, printed materials, and "online" or electronic documentation, such as administration and installation manual and layout customization guidelines.

By purchasing, installing, copying, downloading, accessing or otherwise using ANY of Websplosion's software packages, you agree to be bound by the terms of this License Agreement.

"Software Product" License

All and any of the company's software packages are called "Software Product" here. The "Software Product" is protected by International copyright treaties, trademark laws, and other intellectual property laws and treaties. The company retains copyright to the "Software Product". The "Software Product" is licensed, not sold.

1. THIS LA GRANTS YOU THE FOLLOWING RIGHTS:

(a) Software Installation and Use.
The company hereby grants you a single, non-exclusive, non-transferable license to use one copy of the "Software Product" in accordance with the terms and conditions of the LA. Any rights not expressly granted are reserved. This license authorizes you to install and use a single copy of the "Software Product" on a single domain name or IP address. If you want to use the "Software Product" on a new domain you need to purchase a new license (for example site1.com is the domain license you bought, site2.com is the new domain). You need to purchase a new license even if you do not own the first domain, it has expired, etc.

(b) Source Code Usage
This license prohibits selling, licensing, giving away, or otherwise distributing the source code for any of the scripts contained in "Software Product", either in full or any subpart thereof or anyhow modified. Nor may you use this source code, in full or any subpart thereof, as part of another program that you either sell, license, give away, or otherwise distribute via any method. You may modify the source code of the "Software Product" for your personal usage on the licensed installation only.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

(a) Termination.
This LA shall continue in full force and effect in perpetuity unless terminated earlier in accordance with this or another section of this LA. This LA will terminate automatically if you breach any provision of it. In such event, you must destroy all copies of the "Software Product", and all of its component parts and cease all further use of it. You agree that the company has the right to use any and all means necessary to enforce its rights if you are in material breach of this agreement, including but not limited to the right to repossess the software electronically by disabling it remotely over the Internet, and that termination will not entitle you to a refund of the purchase price or any other amounts paid under any circumstances whatsoever. Termination will have no effect on your obligation to safeguard and protect proprietary rights of the company, disclaimers and warranties, the Copyright Infringement section, or the Refund Policy.

(b) Copyright Notice.
Under all circumstances, you are prohibited from removing any of the copyright notices from the software, whether contained in the program code or within the HTML pages that the program generates. You are specifically prohibited from altering or removing any of the copyright notices contained within the HTML pages generated by the program. Removal or alteration of said copyright notices by User shall constitute a material breach of this LA. You agree that if you remove copyright notice in violation of this section, the company shall have the option of assessing a monetary penalty against you for such violation in lieu of terminating your license to use the "Software Product". Exercise of this option by "Software Product" shall in no way authorize you to continue such violation or limit the right of "Software Product" to terminate your license for subsequent violations. However, you are allowed to remove visible copyright references such as links to the company.

(c) Nondisclosure Agreement.
As additional consideration for the license granted to you under this LA you specifically agree not to disclose or divulge

any information whatsoever about the "Software Product" or the related business practices of the company, which constitute proprietary and confidential nature of the "Software Product" and the valuable trade secrets of "Software Product" contained therein by any means such as posting or printing any reviews, ratings, comments, articles on or within any web sites, newsgroups, chat rooms, e-mail messages, newsletters, newspapers, magazines, or any other media of any kind, whether printed, electronic, or other formats either now known or hereafter developed, or to cause or direct any other individual, company, organization, or other entity to undertake the activities outlined above, without the prior express written consent of the company, if such reviews or comments are intended to slander the company or to harm its reputation for failure to accede to demands or requests by you that are outside the scope of the legal rights and obligations of the parties under this license agreement. You further stipulate that in the event that you (or any other individual, company, organization, or other entity that you cause or direct to engage in the activities outlined above) post any such reviews, ratings, comments, articles, or other information about the "Software Product" or the related business practices of the company, you shall be finically liable to the company in case your participation is proven by court of competent jurisdiction. The parties understand financial liability is intended to compensate the company for its damages and thus constitute a remedy and not a penalty. In the event that you violate this section, you hereby agree to waive all rights to any judicial appeal of this section and this determination, and you hereby stipulate that a court of competent jurisdiction shall enter judgment against you in the relevant amounts. You further acknowledge and agree that this section shall in no way infringe upon the rights of the company to pursue other legal remedies against you or to collect other damages for additional causes of action, including but not limited to libel, defamation, tortuous interference with business, fraud, theft, copyright infringement, trademark infringement, or other legal causes of action, and that this section shall be applicable and enforceable regardless of whether the company pursues any other such legal remedies, and regardless of the outcome of any such actions.

Also the company can proceed to deleting and blocking the client's website remotely, but only if no other means of negotiation could help to negotiate the deletion of such posts online.

(d) Enforcement Costs.
In the event that your breach of any provision of this LA is proved by a court of competent jurisdiction, you agree that you shall reimburse the company for all expenses related to the enforcement by the company of its legal rights under this agreement, including but not limited to its attorneys' fees, court costs, administrative fees, and all other relevant costs, fees, and expenses incurred by the company that are associated with enforcing its legal rights under this Agreement.

(e) Third Parties.
Any third party or subsequent entity that purchases, installs, copies, downloads, accesses or otherwise uses the "Software Product", as well as any third party or subsequent entity that views, copies, creates derivative works from, appropriates, or otherwise alters all or any part of the source code, whether on not such actions were performed legally and in accordance with the terms of this LA, shall be bound by the terms of this LA, as amended from time to time by the company and posted online by the company at its web sites. Performing any of the actions enumerated above shall constitute constructive agreement to be bound by the terms of this LA.

(f) Copyright Infringement.
For the purposes of this LA, copyright infringement includes the acts of selling, licensing, giving away, or otherwise distributing all or any part of the source code contained in this "Software Product", or using all or any part of the source code to create derivative works. Copyright infringement for purposes of this LA shall also include using all or any part of the source code of the "Software Product" as part of another program that you or any subsequent party either sells, licenses, gives away, or otherwise distributes via any method. Copyright infringement under this LA shall also include the act of appropriating any of the concepts, techniques, programming methods, or algorithms contained in the source code for the "Software Product" if the infringing party viewed or otherwise had access to the source code in any way, even if the source code of the infringing product has been modified or obfuscated so as to appear different from the source code of the "Software Product". Access to the source code of the "Software Product" by the infringing party shall constitute proof of copyright infringement under this LA if any of the other conditions above have been satisfied.

(g) Amendments.
You agree that, in order to maintain your ongoing license to use the "Software Product", the company shall have the right to post reasonable amendments to this LA online from time to time at its web sites, and that you shall be bound by such amendments. Such amendments must be designed to protect the intellectual property rights of the company in the "Software Product" and may not impose additional or ongoing fees for using the "Software Product" other than those that you agreed to or that were in effect at the time that you licensed the "Software Product". You agree that it shall be your responsibility to monitor the license agreement posted online and ensure ongoing compliance with its terms. If you disagree with any amendments posted under this section, your sole recourse shall be to terminate this license and your usage of the "Software Product".

(h) Indemnity.
You agree to indemnify the company and to hold it harmless against all losses sustained by any third parties as a result of the terms of this LA, including but not limited to the right of the company to terminate this license under the provisions of section 2(d) above. You agree that you, and not the company, shall be responsible for reimbursing all third parties against any such losses. Such third parties may include your web hosting company, your ISP, your customers, your business partners, or any other party that is harmed in any way during the course of the company enforcement of its rights under this LA.

(i) Marketing.
Unless you submit to the company a signed and written request that your company and/or your web site not be used for marketing purposes, you hereby grant to the company the right to mention your company and/or your web site as a customer site in its marketing materials, such as on the company's web sites, in product brochures, or in other media.

Such usage may include listing your web site, linking to your web site, and/or displaying your company's logo as part of such listings or links.

3. UPDATES AND UPGRADES.

If the "Software Product" is an upgrade of a component of a package of software programs that you were granted a license for as a single product, the "Software Product" may be used and transferred only as part of that single product package and may not be separated for use on more than one computer, web server, or web site. You may use a single copy of the complete, upgraded "Software Product" on a single domain name or IP. You may not continue to use the original "Software Product" if you accept and use the upgraded "Software Product".

The company provides updates for the "Software Product". The company determines time frame of 'Software Product' updates provision and in accordance with delivery terms. You may choose to update 'Software Product' or not to. The company provides updates to licensed 'Software Product' copy only and technically compatible with the default 'Software Product' copy. Updates may not be technically compatible with your modified copy of 'Software Product". New version of 'Software Product' is provided for licensed 'Software Product" copy only and may be technically incompatible with older version.

The company establishes the costs of the updates and upgrades and the cost can be found in our FAQ section.

UPDATES AND UPGRADES MAY NOT BE COMPATIBLE WITH OLDER VERSIONS AND MAY REQUIRE SOME ADDITIONAL PROGRAMMING.

4. COPYRIGHT.

(a) Ownership.
Except as noted below, all title and intellectual property rights in and to the "Software Product" (including but not limited to any source code, images, photographs, animations, and text incorporated into the "Software Product"), the accompanying printed materials, and any copies of the "Software Product", are owned by the company. You may not copy the printed materials accompanying the "Software Product". Any customization, translation, modification, or revision of the source code of the "Software Product" does not contain right to selling, licensing, giving away, or otherwise distributing such source code either in full or any subpart thereof. The creation of derivative works based on or through the use of the source code of the "Software Product" is prohibited. All title and intellectual property rights in and to the content which may be accessed through use of the "Software Product" is the property of the respective content owner. This LA grants you no rights to use such content. All rights not expressly granted under this LA are reserved by the company.

(b) Your Responsibilities.
You agree to use due diligence to safeguard and protect the "Software Product" and all source code as the valuable trade secret and exclusive property of the company. You will at all times use due diligence to safeguard and protect all such confidential and proprietary information pertaining to the "Software Product". You will ensure that all marks, notices or legends pertaining to the origin, identity or ownership of the "Software Product" remain intact and clearly legible. You specifically agree to indemnify the company for all losses that it may incur due to the theft of all or any part of the source code of the "Software Product" while in your possession.

5. PRODUCT SUPPORT.

The company provides support and technical assistance for all licensed copies of the 'Software Product'. The company reserves the right to determine time frame and amount of assistance provided. Abnormal support issues may incur additional service fees.

6. PRICE & PAYMENT.

(a) Price.
You agree to pay the company the applicable license fee determined by reference to the company published prices at the time the "Software Product" was ordered. Payment of the license fee entitles you to use the licensed program in accordance with this LA during the stated term. If the license fee is based on usage, then you will maintain any necessary usage records for calculating fees according to the documentation.

(b) Payment.
Unless otherwise stated on the company's invoice, the applicable fees are payable by you at full amount upfront. "Software Product" will be delivered to you as download link, e-mail attachments or via other Internet means after your payment is approved by the payment processing company.

7. CONFLICT OF LAW PROVISIONS

This License Agreement is governed by the laws of the United States of America. As additional consideration for the license granted to you in this LA, you agree that all disputes regarding this contract shall be governed solely and exclusively by the laws of the USA, and that the agreement shall be deemed to have been made in USA. You further agree that any action relating to the terms and provisions of this LA shall be commenced in USA in any court of competent jurisdiction. In addition, by licensing the "Software Product" under this LA, you represent and warrant that you are legally authorized to and hereby do waive all claims to legal rights or protections under the laws of your state or

country of domicile, or the laws of any other state or country other than USA, including but not limited to any applicable "consumer protection" laws, and to subject yourself under this LA to the laws of USA. Since this representation on your part is an essential element of the consideration necessary for the company to license the "Software Product" to you, should this representation prove to be incorrect, you hereby agree to reimburse the company for all losses incurred by the company as a result of this misrepresentation and for all expenses related to the enforcement by the company of its legal rights under this agreement, including but not limited to its attorneys' fees, court costs, administrative fees, and all other costs, fees, and expenses incurred by the company that are associated with enforcing its legal rights under this Agreement.

This representation on your part, and the contractual provisions governing your breach of this representation, are basic contract provisions that are valid and enforceable under international treaties governing the law of contracts, as well as other laws and treaties.

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THIS SOFTWARE AND THE ACCOMPANYING FILES ARE LICENSED TO YOU "AS IS" AND WITHOUT WARRANTY OF ANY KIND EITHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The company does not warrant that the functions of the "Software Product" will meet your requirements or that operation of the "Software Product" will be uninterrupted or error free. You assume all responsibility for selecting the "Software Product" to achieve your intended results, and for the use and results obtained from the "Software Product". The company is not responsible if the "Software Product" does not operate on your server or computer. Should the Program prove defective, you and not the company assume the entire risk of using the program and the entire cost of any service and repair. Failure to install the program is not a valid reason for requesting a refund of the purchase price. This disclaimer of warranty constitutes an essential part of this agreement.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES.
To the maximum extent permitted by applicable law, in no event shall the company be liable for any damages whatsoever (including without limitation, special, incidental, consequential, or indirect damages for personal injury, loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this product, even if the company has been advised of the possibility of such damages. In any case, the company's entire liability under any provision of this agreement shall be limited to the amount actually paid by you for the "Software Product".

REFUND POLICY

BY PURCHASING OR USING THE SOFTWARE PRODUCT, YOU ACKNOWLEDGE AND AGREE THAT YOU WILL BE ABLE TO ASK FOR A REFUND AND GET A FULL REFUND WITHIN 30 DAYS AFTER THE PURCHASE ONLY IF ALL THE FOLLOWING POINTS ARE TRUE:

1) THE STAFF HAS BEEN GIVEN ENOUGH TIME AND FULL ACCESS DETAILS TO YOUR SERVER IN ORDER TO SET UP THE SOFTWARE PRODUCT CORRECTLY (THE FRASE "ACCESS DETAILS" MEANS FTP AND MYSQL USERNAMES AND PASSWORDS OR ANY OTHER TYPE OF INFORMATION DEMANDED BY OUR STAFF);

2) YOUR SERVER IS 100% COMPATIBLE WITH THE SOFTWARE PRODUCT (SERVER REQUIREMENTS CAN BE FOUND HERE http://chameleonlms.pro/faq.php);

3) YOUR COPY OF THE SOFTWARE PRODUCT DOES NOT RUN IDENTICALLY OR HAS DIFFERENT OR DISABLED FEATURES IN COMPARISON WITH THE DEMO SITES OF THE SOFTWARE PRODUCT, WHICH CAN BE FOUND HERE: http://chameleonlms.pro/demo.php

IF YOUR WEBSITE RUNS AND FUNCTIONS AS THE DEMO SITE DOES, NO REFUND IS POSSIBLE FOR ANY REASON, SUCH AS: FAILURE TO INSTALL THE PROGRAM, A CHANGE IN MARKET CONDITIONS, A CHANGE IN BUSINESS OR WEB SITE STRATEGY, A CLAIM THAT THE PRODUCT DOES NOT FUNCTION OR SUIT YOUR NEEDS OR IS NOT WHAT YOU EXPECTED, HOSTING WHICH IS PROVIDED BY OUR COMPANY IS TOO SLOW, MODIFICATIONS OF THE SOURCE CODE IMPLEMENTED BY THE USER THAT ALTER THE FUNCTIONALITY OF THE SOFTWARE PRODUCT OR THAT ARE NOT IN ACCORDANCE WITH THE DOCUMENTATION ACCOMPANYING THE SOFTWARE PRODUCT, THE UNAVAILABILITY OF THE COMPANY FOR CUSTOMIZATIONS TO THE SOFTWARE PRODUCT, UNEXPECTED SECURITY HOLES, OR FOR ANY OTHER REASON.
If you ask for a refund without the mentioned conditions, you agree that you thus break the License Agreement and cease being our customer, you agree that you will not get any support from this moment on and no software upgrades or updates and will have to purchase the script once more in order to become our client again, although in most cases no new payments from the refunded customer will be accepted and the money will be returned immediately not to repeat the same situation again.

This document constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersedes all other communications, whether written or oral. Any provision found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement of it on future occasions. Headings are for reference purposes only and have no substantive effect.