

## **END-USER LICENSE AGREEMENT FOR RESOLUTIONS SOFTWARE – BIOFIELD READER, BIOFIELD IMAGER AND BIOFIELD IMAGER PRO**

**IMPORTANT - READ CAREFULLY:** This end-user license Agreement ("EULA") is a legally binding license agreement between the entity or organization you represent, or if you do not designate an entity or an organization in connection with a license purchase, you in your individual capacity on behalf of yourself ("you" or "your") and Resolutions, whose address is Meadowcroft, Scoulton, Norfolk, NR9 4AQ United Kingdom for the Resolutions' Software identified above and as further defined in this EULA.

**BY PAYING THE LICENSE OR SUBSCRIPTION FEE FOR THE SOFTWARE WITHOUT REQUESTING A REFUND OF SUCH FEE (IN ACCORDANCE WITH RESOLUTIONS' RETURN AND CANCELLATION POLICIES AND PROCEDURES AND/OR THE APPLICABLE RETURN AND CANCELLATION POLICIES OF RESOLUTIONS' AUTHORIZED RESELLERS AND DISTRIBUTORS) OR INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, SUCH ACTS INDICATE YOUR ACCEPTANCE OF THIS EULA AND YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA. IF YOU DO NOT DESIRE TO ACCEPT THIS EULA OR AGREE TO THE TERMS OF THIS EULA, RETURN THE UNUSED SOFTWARE TO THE PLACE FROM WHICH YOU OBTAINED IT FOR A FULL REFUND OF THE LICENSE OR SUBSCRIPTION FEE\* AFTER BANK CHARGES, CREDIT CARD FEES OR PAYPAL FEES INCURRED BY RESOLUTIONS DURING THE TRANSACTION HAVE BEEN DEDUCTED.**

**THE SOFTWARE IS PROTECTED BY U.K. COPYRIGHT LAWS AND INTERNATIONAL COPYRIGHT TREATIES, AS WELL AS OTHER INTELLECTUAL PROPERTY LAWS AND TREATIES. RESOLUTIONS AND/OR ITS SUPPLIERS OR LICENSORS, ARE AND SHALL REMAIN THE OWNERS OF ALL INTELLECTUAL PROPERTY RIGHTS IN THE SOFTWARE.**

**THE SOFTWARE IS LICENSED TO YOU ON A NON-EXCLUSIVE, NON-ASSIGNABLE, NON-TRANSFERABLE, LIMITED, PERSONAL BASIS, NOT SOLD.**

**RESOLUTIONS STRIVES TO PROTECT THE SECURITY AND PRIVACY OF THE USERS OF ITS PRODUCTS. THE RESOLUTIONS PRIVACY POLICY FOUND AT: [PRODUCTS PAGE](#)**

**IS INCORPORATED IN THIS EULA BY REFERENCE.**

**WHEN YOU USE THE SOFTWARE, RESOLUTIONS MAY COLLECT CERTAIN INFORMATION ABOUT YOUR COMPUTER TO FACILITATE, EVALUATE, AND VERIFY YOUR USE OF THE SOFTWARE WHICH MAY BE SENT TO A RESOLUTIONS WEB OR THIRD-PARTY CLOUD SERVER FOR STORAGE OR FURTHER PROCESSING BY RESOLUTIONS AND/OR ITS PARTNERS, SUBSIDIARIES OR AFFILIATES, INCLUDING, BUT NOT LIMITED TO, COPYMINDER AND/OR COPYMINDERS PARTNERS, SUBSIDIARIES OR AFFILIATES, FOR RESOLUTIONS OWN INTERNAL USE. THIS INFORMATION IS GENERALLY COLLECTED IN THE AGGREGATE FORM, WITHOUT IDENTIFYING ANY USER INDIVIDUALLY, ALTHOUGH THE IP ADDRESS, COMPUTER, AND SESSION ID IN RELATION TO PURCHASES AND DOWNLOADS/INSTALLATIONS OF THE SOFTWARE MAY BE TRACKED AS PART OF RESOLUTIONS CUSTOMER ORDER REVIEW, STATISTICAL ANALYSIS, FRAUD AND PIRACY PREVENTION EFFORTS. FOR EXAMPLE, RESOLUTIONS MAY COLLECT INFORMATION SUCH AS THE NUMBER OF DOWNLOADS/INSTALLATIONS OR TRIALS OF THE SOFTWARE OR THE TYPE OF OPERATING SYSTEM USED, FOR NON-IDENTIFYING STATISTICAL ANALYSIS AND FOR IMPROVING THE SOFTWARE, PROVIDING YOU WITH A MORE RELEVANT EXPERIENCE. RESOLUTIONS MAY ALSO COLLECT CERTAIN INFORMATION, SUCH AS NAMES AND E-MAIL ADDRESSES IN CONNECTION WITH YOUR USE OF CERTAIN FEATURES OF THE SOFTWARE WHICH ALSO MAY BE SENT TO A RESOLUTIONS WEB SERVER OR A THIRD-PARTY SERVERS TO PROVIDE YOU WITH**

**YOUR REQUESTED ONLINE SERVICES. PRIVACY POLICY (updated Cancellation & Privacy Policies can be seen on footer of all pages on our website [www.biofieldimaging.com](http://www.biofieldimaging.com))**

**IN ADDITION, RESOLUTIONS UTILIZES DATA MONITORING AND SCOURING TECHNOLOGIES TO OBTAIN AND TRANSMIT DATA ON USERS OF ILLEGAL COPIES OF THE SOFTWARE. THIS DATA COLLECTION IS NOT PERFORMED ON USERS OF LEGALLY LICENSED SOFTWARE FROM RESOLUTIONS AND ITS AUTHORIZED RESELLERS AND DISTRIBUTORS. IF YOU ARE USING AN ILLEGAL COPY OF OUR SOFTWARE AND DO NOT CONSENT TO THE COLLECTION AND TRANSMISSION OF SUCH DATA (INCLUDING TO THE UNITED KINGDOM), CEASE USING THE ILLEGAL VERSION AND CONTACT RESOLUTIONS OR ONE OF ITS AUTHORIZED RESELLERS AND DISTRIBUTORS TO OBTAIN A LEGALLY LICENSED COPY.**

**BY DOWNLOADING A TRIAL VERSION OF THE SOFTWARE, YOU CONSENT TO RESOLUTIONS KEEPING YOU INFORMED VIA EMAIL ABOUT OUR PRODUCTS AND SERVICES. TO OPT OUT IN THE FUTURE, CLICK THE UNSUBSCRIBE LINK IN ANY MARKETING NOTIFICATION YOU RECEIVE FROM US. TO LEARN MORE ABOUT YOUR MARKETING CHOICES, READ OUR RESOLUTIONS PRIVACY POLICY.**

**AS INDICATED ABOVE, IF YOU DO NOT DESIRE TO ACCEPT THIS EULA OR AGREE TO THE TERMS OF THIS EULA, PLEASE SEE RESOLUTIONS RETURN AND CANCELLATION POLICIES AND PROCEDURES AND/OR THE APPLICABLE RETURN AND CANCELLATION POLICIES OF RESOLUTIONS AUTHORIZED RESELLERS AND DISTRIBUTORS.**

#### **CANCELLATIONS AND REFUNDS**

**YOU ACKNOWLEDGE AND AGREE: (A) THAT YOU ARE NOT AN OWNER OF THE SOFTWARE OR ANY COPIES OF THE SOFTWARE; (B) THAT YOU ARE A MERE LICENSEE OF THE SOFTWARE AND ANY COPIES OF THE SOFTWARE WITHOUT ANY RIGHT TO FURTHER TRANSFER OR DISTRIBUTE THE SOFTWARE OR ANY COPIES OF THE SOFTWARE OR PROVIDE ACCESS TO THE SOFTWARE IN ANY MANNER WITHOUT RESOLUTIONS PRIOR WRITTEN CONSENT; (C) NOT TO CHALLENGE THE ENFORCEABILITY OR VALIDITY OF THIS EULA; AND (D) NOT TO INITIATE ANY PROCEEDINGS INCONSISTENT WITH THE TERMS AND CONDITIONS OF THIS EULA.**

**THE SOFTWARE INCLUDES TECHNOLOGY DESIGNED TO PREVENT UNAUTHORIZED USE AND COPYING, AND TECHNOLOGY TO HELP YOU MANAGE LICENSES OR SUBSCRIPTIONS. SUCH TECHNOLOGY MAY PREVENT YOUR USE OF THE SOFTWARE IF YOU DO NOT FOLLOW THE VALIDATION, INSTALLATION, AND/OR LICENSE OR SUBSCRIPTION MANAGEMENT PROCESS DESCRIBED IN THE SOFTWARE AND DOCUMENTATION OR THE APPLICABLE AUTHORIZED RESOLUTIONS RESELLER OR DISTRIBUTOR DOCUMENTATION.**

**FOR INFORMATION ABOUT VALIDATION AND LICENSE MANAGEMENT OR VISIT THE WEBSITE OF RESOLUTIONS OR THEIR AUTHORIZED RESELLERS OR DISTRIBUTORS.**

**IF YOU PURCHASED ACCESS TO THE SOFTWARE ON A SUBSCRIPTION BASIS, YOUR SUBSCRIPTION TO USE OR ACCESS THE SOFTWARE MAY AUTOMATICALLY RENEW UNDER YOUR SUBSCRIPTION ORDER. YOUR SUBSCRIPTION WILL CONTINUE FOR THE LENGTH OF THE INITIAL SUBSCRIPTION LICENSE TERM YOU SELECTED AND AT THE END OF YOUR PREPAID SUBSCRIPTION, IT WILL AUTOMATICALLY RENEW FOR ADDITIONAL PREPAID PERIODS OF THE SAME LENGTH UNLESS YOU CHOOSE TO CANCEL PRIOR TO THAT RENEWAL, BY CALLING YOUR APPLICABLE RESELLER, DISTRIBUTOR, OR RESOLUTIONS. YOUR ACCOUNT MAY BE AUTOMATICALLY CHARGED (OR YOU WILL BE BILLED, AS APPLICABLE) AT THE RATES/LIST PRICE IN EFFECT AT THE TIME OF RENEWAL. BECAUSE THE SOFTWARE SUBSCRIPTION MAY BE PRE-PAID, CHANGES MADE TO YOUR SUBSCRIPTION (INCLUDING CANCELLATIONS) MAY NOT TAKE EFFECT UNTIL THE END OF YOUR CURRENT BILLING PERIOD.**

**ONGOING ACCESS TO A SUBSCRIPTION TO THE SOFTWARE, IF APPLICABLE, REQUIRES: (A) A RECURRING INTERNET CONNECTION TO ACTIVATE, RENEW, AND VALIDATE THE SUBSCRIPTION LICENSE, (B) YOUR AUTHORIZED RESELLER'S, DISTRIBUTOR'S, OR RESOLUTIONS' RECEIPT OF RECURRING SUBSCRIPTION PAYMENTS. IF RESOLUTIONS OR ITS AUTHORIZED RESELLERS AND DISTRIBUTORS DO NOT RECEIVE THE RECURRING SUBSCRIPTION PAYMENT, OR CANNOT VALIDATE THE SUBSCRIBED LICENSE PERIODICALLY, THEN THE SOFTWARE MAY BECOME INACTIVE WITHOUT ADDITIONAL NOTICE UNTIL RESOLUTIONS OR ITS RESELLERS AND DISTRIBUTORS RECEIVE THE PAYMENT, OR, THE SUBSCRIBED LICENSE IS VALIDATED.**

#### **Definitions.**

1. "Computer" means a virtual or physical computer device that accepts information in digital or similar form and manipulates it for specific result based on a sequence of instructions.
2. "Content" means any video, data, still images, and any other output of the Software and any video, data, still images, or other input into the Software.
3. "Device" means a computer hardware system (whether physical or virtual) with a storage device or a mobile device capable of running the Software. A hardware partition or blade is considered to be a device.
4. "Internal Network" means a private, proprietary network resource accessible only by employees and individual contractors (i.e., temporary employees) of a specific corporation or similar business entity.

Internal Network does not include portions of the internet or any other network community open to the public, such as membership or subscription driven groups, associations and similar organizations.

5. "Library Content" shall mean any and all media assets embedded or displayed in the Biofield Imager Library or may be accessed through Resolutions or its authorized licensors' web sites, specifically, without limitation, Resolutions or other third party media assets comprised of digital still images, animations, composites, fonts, graphics, illustrations, photographs, video, data, or any other visual representation that are now known or may become known in the future, together with all accompanying metadata and other material.
6. "Online Services" means text, image, video, data processing or hosting services.
7. "Resellers and Distributors" means a Resolutions' authorized partner, e-merchant or a portal, within which Resolutions manages its Software channel.
8. "Software" means use of a copy of computer software identified above and associated media, Library Content and Online Services and a copy of the printed materials, and may include "online" or electronic documentation as well as licensed third-party Content. The Software does not include source code.
9. "Trial Version" means a version of the Software which may have limited features and is limited in terms of the length of time the Software may be used and will cease operating after a predetermined amount of time ("the Trial Period") due to an internal mechanism within the Trial Version. The Software will notify you that the Software is in trial mode.
10. "Your Content" means the Content resulting from your use of the Software.

#### **1. Grant of License and Restrictions.**

The following section applies to all versions of the Software unless the Help > About dialog in the Software specifies a Multi-user, Site or Enterprise version, for example.

**1.1 General Grant.** If you obtained the Software and any required Software Key, also known as a Licence key(s) from Resolutions or one of its authorized Resellers or Distributors and so long as you comply with the terms and conditions of this EULA as a condition to the license granted herein, Resolutions hereby grants you a non-exclusive, non-transferable, limited personal license to install and run one copy of the Software in a manner consistent with its design, documentation, and your order. You may only use the Software according to the license ordered by you and granted by Resolutions.

**1.2 General Use.** Except as otherwise provided in this EULA and so long as you comply with the terms and conditions of this EULA as a condition to the license granted herein, you are licensed to install and run one copy of the Software on one licensed device (the first licensed device).

If you purchase a second licence key then you are licensed to install and run one copy of the Software on one other licensed device (the second licensed device)

**1.3 Subscription Edition.** Notwithstanding anything to the contrary herein, specifically, without limitation, Section 2.5 (Term and termination), for the Software available on a subscription-basis ("Subscription Edition"), you may install and use the Subscription Edition only in accordance with this EULA and your subscription order during the non-perpetual license term indicated in your subscription order (the "Subscription License Term"). Subject to the terms and conditions of this EULA and your subscription order or any other applicable Additional Subscription Terms as further defined below, for the Subscription Edition, Resolutions and/or its authorized Reseller or Distributor may allow you to install and use the current version of the Subscription Edition on the same Computer during the Subscription License Term. You agree that Resolutions may change the type of Software (such as specific components, versions, platforms, etc.) included in the Subscription Edition at any time and shall not be liable to Customer whatsoever for such change. Ongoing access to a Subscription Edition requires: (a) a recurring Internet connection to activate, renew, and validate the license, (b) Resolutions' or its authorized Reseller's or Distributor's receipt of recurring subscription payments, and (c) your agreement to subscription terms and other additional terms and conditions that are available at [www.biofieldimaging.com](http://www.biofieldimaging.com) or the applicable Reseller or Distributor's site at the time of purchase. If Resolutions and/or its Reseller or Distributor do not receive the recurring subscription payment or cannot validate the license periodically, then the Software may become inactive without additional notice until Resolutions and/or its Reseller or Distributor receives the payment or validates the license. By way of further clarity and further illustration, some of Resolutions' Resellers and Distributors may impose additional terms specific to your subscription ("Additional Subscription Terms"). For example, an authorized Reseller or Distributor may impose a Subscriber Agreement or Terms of Use specific to that authorized Reseller or Distributor, that may include payment, refund and billing procedures or its privacy policy, which shall also be binding on you once you indicate your acceptance of them or of this EULA, or you otherwise become bound by them.

**1.4 Distribution from Server.** So long as you comply with the terms and conditions of this EULA as a condition to the license granted herein, you are licensed to copy an image of the Software onto Computer file server(s) within your Internal Network for the purpose of downloading and installing the Software onto devices within the same Internal Network for use as permitted by Section 1.1 and 1.2 above.

**1.5 Server use.** So long as you comply with the terms and conditions of this EULA as a condition to the license granted herein, you are licensed to install a copy of the Software on Computer file server(s) within your Internal Network only for use of the Software initiated by an individual from a Computer within the same Internal Network as permitted by Sections 1.1 and 1.2 of the EULA. The total number of users (not the concurrent number of users) able to use the Software on such Computer file servers(s) may not exceed the number permitted by the license ordered by you.

1.6 By way of example, the foregoing does not permit you to install or access (either directly or through commands, data or instructions) the Software: (i) from or to a Computer or device not part of your Internal Network, (ii) for enabling web hosted workgroups or services available to the public, (iii) by an individual or entity to use, download, copy or otherwise benefit from the functionality of the Software unless licensed to do so by Resolutions, (iv) as a component of a system, workflow or service accessible by more than the number of users permitted by the license ordered by you, or (v) for operations not initiated by an individual user (e.g., automated server processing).

1.7 **Restrictions on Secondary Use by Multi-user Licensees.** If the Software was obtained under a Resolutions multi-user license program by any licensee, the second copy of the Software made under Section 1.2 must be used solely for the benefit and business of that multi-user licensee.

1.8 **Backup Copy.** So long as you comply with the terms and conditions of this EULA as a condition to the license granted herein, you are licensed to make a reasonable number of backup copies of the Software, provided, your backup copies are not installed or used for other than archival purposes.

1.9 **Integrity of 3rd Party Content and Software.** Your use of the Software may be impaired by digital rights management systems in order to protect the integrity of certain third party Content and the Software. You may not use any Computer or hardware designed to defeat any copy-protection device, should the Content or Software you have licensed utilize such protection. You may not remove or alter any trademark, trade names, product names, logos, copyright notices, legends, symbols, labels, or watermarking in any 3rd party Content or the Software, except to the extent as expressly indicated in the 3rd party Content or Software.

## 2. Description of other Rights and Limitations.

Resolutions grant to you of a non-exclusive, non-transferable, limited personal license to install and use the Software in a manner consistent with its design, documentation, and your order, is further conditioned upon your compliance with all of the following conditions:

2.1 **Limitations on Reverse Engineering, De-compilation, and Disassembly.** You may not reverse engineer, decompile, translate, localize or disassemble the Software.

2.2 **Separation of Components.** The Software is licensed as a single product. Its component parts may not be separated for use on more than one Computer. You may not unbundle or repackage the Software for distribution.

2.3 **No Rental.** You may not rent, license, assign, transfer, time share, host, lend, sublicense, distribute, or lease the Software, or any access code or any licenses associated with the same for any purpose, except as otherwise expressly provided in this EULA.

### 2.4 **No Software License Transfers.**

2.4.1 You may not transfer this license under any circumstances without Resolutions prior written consent/approval, any such consented to or approved transferee must acknowledge, accept and agree in writing to be bound by the terms and conditions of this EULA.

2.4.2 You may not transfer licenses on a short-term basis or transfer temporary rights to use the Software without Resolutions prior written consent/approval.

2.4.3 The Software and any copies of the Software key or key codes related to the Software and Resolutions' trademarks may not be copied, reproduced, distributed, used, posted, modified, adapted, prepare derivatives of or displayed in any form or manner on any online auction sites or any other site or material of any kind without the express prior written permission of Resolutions. Any transfer or posting made in violation of the requirements, conditions, or restrictions of this section will be void and may result in termination of this EULA.

**2.5 Term and Termination.** The term of this EULA granted to you for the use of the Software is for 1 year, renewable automatically, but without prejudice to any other rights, Resolutions may terminate this EULA, if you fail to comply with any of the terms and conditions of this EULA, which includes, but would not be limited to, your unauthorized reproduction, copying, distribution, modification, adaptation or the making of a derivative of or display of the Software or any of the key codes associated with the same. In such event, upon such termination you must destroy all copies of the Software and any key codes associated with the same and all of its component parts and you must provide Resolutions in writing your certification as to the same.

**2.6 Software for Windows.** The Software which is the subject matter of this EULA is for use and/or runs on a Windows operating system only, and the Software key associated with the Software will not be operable on any other systems.

**2.7 Trial Version.** This section 2.7 and its subparagraphs apply, in addition to the license granted in Section 1 above, and solely if you have received a valid copy of a Trial Version of the Software from Resolutions or its Resellers or Distributors.

**2.7.1** Subject to the terms and conditions of this EULA, Resolutions grants to you a non-exclusive license to install a copy of the Trial Version on a single Computer strictly for your internal evaluation and review purposes and not for production purposes.

**2.7.2** You shall not: (a) in the aggregate install or use more than one copy of the Trial Version; (b) download the Trial Version under more than one username, if applicable; (c) alter the contents of a hard drive or computer system to enable the use of the Trial Version for an aggregate period in excess of the Trial period for which you may evaluate the Trial Version;(d) disclose the results, if any, of the Software performance benchmarks obtained using the Trial Version to any third party without Resolutions prior written consent; or (e) use the

Trial Version for a purpose other than the sole purpose of determining whether to purchase a license to the Software. Notwithstanding the foregoing, you are strictly prohibited from installing or using a copy of the Trial Version for any commercial training purposes.

**2.7.3** Your licensed rights to install and use a copy of the Trial Version under this section 2.7 will immediately terminate upon the earlier of: (a) the expiration of the Trial Period, or (b) such time that you purchase a license to the Software. Resolutions reserves the right to terminate your license to a copy of the Trial Version at any time in its sole discretion. To the extent that any provision in this section 2.7 is in conflict with any other term or condition in this EULA, this section 2.7 shall supersede such other terms and conditions

with respect to the Trial Version only, but only to the extent necessary to resolve the conflict. **YOU ACKNOWLEDGE THAT THE TRIAL VERSION MAY HAVE LIMITED FEATURES, FUNCTION FOR A LIMITED PERIOD OF TIME, AND/OR HAVE OTHER LIMITATIONS NOT PRESENT IN A NON-TRIAL VERSION OF THE SOFTWARE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS EULA, THE TRIAL VERSION IS PROVIDED TO YOU ON AN "AS IS" BASIS, AND Resolutions DISCLAIMS ANY WARRANTY OR LIABILITY OBLIGATIONS TO YOU OF ANY KIND.**

### **3. Intellectual property Rights.**

This EULA is for the licensed use and access to the Software and not an agreement for sale. You acknowledge that irrespective of any use of the word, "subscription" "purchase", "Reseller", or the like hereunder, no ownership rights are being conveyed to you under this EULA or otherwise and you agree that all rights, title, and interests, including, but not limited to, all copyrights, trade secret rights, patent and trademark rights, whether foreign or domestic, in and to the Software (including, but not limited to, any source or object code, images, photographs,

animations, video, text, incorporated into the Software), the accompanying printed materials, and any copies of the Software, are owned by and shall remain the sole property of Resolutions or its suppliers or licensors.

#### **4. Injunctive Relief.**

The parties agree that if you utilize or otherwise use any of the Software in an unauthorized manner, or breach the remaining terms and conditions of this EULA, that such use or breach would have a devastating and serious impact on Resolutions continuing ability to compete profitably and would, therefore, result in immediate and irreparable injury, loss or damage to Resolutions. The parties agree that in such event, in addition to Resolutions' right to recover damages for a breach of this EULA, Resolutions shall be entitled to obtain a temporary restraining order or a preliminary injunction from a court of competent jurisdiction, without posting of bond or other security or proof of actual damages, to prevent you, your employees, agents, consultants, or

independent contractors from engaging in any further use copying reproduction, distribution, modification, adaptation, or making of derivative works or display of the Software or the continued breach of the remaining terms and conditions of this EULA .

#### **5. Multiple Environment/Multiple Platforms/Dual-Media Software.**

If you were licensed to receive the Software in a manner that supports multiple environments, platforms, OR operating systems in more than one medium, regardless of the type or size of medium you receive, you are licensed to use only one environment, platform, operating system, or medium that is appropriate for your single Computer at a time. By way of clarity and in accordance with Sections 1.1 and 1.2 of the EULA, you are only licensed to use one version of the Software on one platform at a time (not simultaneously). You may not use or install the other medium on another Computer other than as expressly stated in the EULA. You may not loan, rent, lease, license, distribute or otherwise transfer the other medium to another user.

#### **6. U.K. Government Restricted Rights.**

The Software and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is: Resolutions Organisation, Meadowcroft, Scoulton, Norfolk NR9 4AQ United Kingdom. You acknowledge and agree as a condition to the license granted under this EULA that the Software may not be downloaded or otherwise exported or re-exported: (i) into (or the national resident of) any country to which the U.K. has embargoed goods.

#### **7. Limited Warranty.**

Resolutions warrants (the "Limited Warranty") that: (a) the Software will be in good working order for a period of ninety (90) days from the date of receipt; and (b) any hardware accompanying the Software, if any, will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from date of receipt. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the Software and hardware, if any, are limited to ninety (90) days and one year, respectively.

#### **8. Customer Remedies.**

Resolutions' and its suppliers' or licensor's entire liability and your exclusive remedy shall be, at Resolutions' option, either: (a) return the license fee paid; or (b) repair or replacement of the Software or hardware that does not meet Resolutions' Limited Warranty and which is returned to Resolutions with a copy of your receipt. This Limited Warranty is void if failure of the Software or hardware has resulted from accident, abuse, or misapplication. Any replacement Software or hardware will be warranted for the remainder of the original

warranty period or thirty (30) days, whichever is longer. Outside the United Kingdom, neither these remedies nor any product support services offered by Resolutions are available without proof of purchase from an authorized international source.

#### **9. NO OTHER WARRANTIES.**

**EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY SET FORTH IN SECTION 7 ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RESOLUTIONS AND ITS SUPPLIERS, AND LICENSORS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESSOR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, QUIET ENJOYMENT, NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH REGARD TO THE SOFTWARE, CONTENT, OR LIBRARY CONTENT AND ANY ACCOMPANYING HARDWARE.**

#### **10. NO LIABILITY FOR CONSEQUENTIAL DAMAGES.**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL RESOLUTIONS OR ITS SUPPLIERS, OR LICENSORS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR 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 THE SOFTWARE, CONTENT, OR LIBRARY CONTENT, EVEN IF RESOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

#### **11. Content, Library Content and Indemnity.**

11.1 You acknowledge and understand your Content is your sole responsibility including making and keeping back-up copies of your Content and your use and distribution of your Content is at your sole discretion and risk. You shall be solely responsible for any claims or causes of action that may arise in connection with such use and distribution of your Content. Notwithstanding anything to the contrary herein, Resolutions has no responsibility or liability for the deletion or accuracy of your Content or any other Content or Library Content, the failure to store, transmit or receive transmission of your Content or any other Content or Library Content (whether or not processed by the Online Service), or the security, privacy, storage, or transmission of other communications originating with or involving use of the Software. Certain features of the Software enable you to specify the level at which the Software may restrict access to your Content. You are solely responsible for applying the appropriate level of access to your Content. You further agree to defend, indemnify and hold Resolutions, its affiliates, subsidiaries, officers, directors, employees, consultants, agents, suppliers, licensors, Resellers, and Distributors from any and all third-party claims, whether foreign or domestic, and any and all liability, damages and/or costs including, but not limited to, reasonable attorney fees, arising from your use of the Software and your Content and the distribution of the same, your violation of this EULA, or the infringement or violation by you or any other user of the

Software, of any agreement of any kind or any intellectual property or other right, including but not limited to, patent, trademark, copyright or trade secret rights of any person or entity or any claims that may or are alleged to result in the invasion of privacy, slander, libel or for infringement on a person's rights of publicity due to the publication or distribution of your Content.

#### **11.2 Ownership of Content and Library Content, License, and Restrictions.**



**11.2.1 Ownership.** Title and intellectual property rights in and to any Content or Library Content, displayed by, reproduced, recorded or accessed through the Software, belongs to the respective Content or Library Content owners. Such Content or Library 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 or displaying such Content or Library Content. This EULA does not grant you any rights to use such Content or Library Content other than as expressly indicated in the Software, this EULA or any Addendums to the same. The Software may be used to reproduce or record your Content, so long as such use is limited to the reproduction of non-copyrightable Content, Content which you own the intellectual property rights in and to the same, or Content which you are authorized or legally permitted to reproduce, record or display.

**11.2.2 Library Content License Grant.**

By way of clarity, Resolutions and its suppliers and licensors, specifically, without limitation, hereby grant to you a non-exclusive, fully-paid and royalty-free, license to use, record, reproduce, distribute, publicly display, modify, create derivative works of, alter, copy, frame, link, archive, transmit, public perform, fix and otherwise use the Library Content in synchronism or time relation with images and use any mechanical or any other subsidiary rights related to the Library Content throughout the world as necessary to create your Content in connection with Your use of the Software only, subject to any additional terms, conditions or restrictions as referenced in this section, section 21 and the Addendums set forth below.

**11.2.3 Library Content Restrictions.**

Notwithstanding the non-exclusive license to the Library Content granted in 11.2.2 above:

- (a) You shall not resell, market, distribute, sublicense, lease or rent the Library Content on a stand-alone basis (i.e. other than as part of your Content created in connection with your use of the Software) in any manner, including, without limitation, online auctions or on any other online or mobile or wireless or other storage media devices;
- (b) You shall not use the Library Content other than in connection with the Biofield Imager software program or any upgrade or later version of the same. Your use of the Library Content in connection with any earlier version of the Biofield Imager software program is strictly prohibited;
- (c) You shall not use the Library Content or any part thereof, as part of a trademark, service mark, trade name or logo;
- (d) You shall not use the Library Content to compete with Resolutions;
- (e) You shall not use the Library Content as part of a product, program or service or any electronic format intended for multiple distribution or licensing, including, without limitation, templates for web sites, software programs or services, video games and game consoles, etc.;
- (f) You shall not use the Library Content in any way that may be considered defamatory, pornographic, libellous, immoral, obscene, fraudulent or illegal, infringing upon any intellectual property rights of others or rights of publicity, an invasion of privacy or that would be reasonably likely to bring any person or property reflected in the Library Content into disrepute;
- (g) You shall not remove any notice of copyright, trademark or other proprietary rights and/or notice imbedded in the Library Content;
- (h) You shall not install or download the Library Content on a stand-alone basis (i.e. other than as a part of your Content created in connection with Your use of the Software), in more than one location at a time or post a copy of the Library Content on a network server or web server for use by others;

- (i) You shall not display the Library Content on a stand-alone basis (i.e. other than as a part of your Content created in connection with your use of the Software) in an electronic format that enables a Library Content to be downloaded or distributed via mobile devices or shared on a peer-to-peer or similar file sharing arrangements;
- (j) You shall not use the Library Content in any manner which would give a false impression that Resolutions somehow endorsed, sponsored, approved or co-authored your Content; and
- (k) Any and all rights not specifically granted herein or in any additional terms, conditions or restrictions as referenced in this section, section 21 and the Addendums set forth below, are reserved by Resolutions and/or its suppliers or licensors.

### **11.3 Your Representations and Warranties Regarding Your Content.**

You represent and warrant that: (a) you are the owner, licensor, or authorized user of all your Content; and (b) you will not upload, record, publish, post, link to, or otherwise transmit or distribute Content that: (i) advocates, promotes, incites, instructs, assists or otherwise encourages violence or any illegal activities; (ii) infringes or violates the copyright, patent, trademark, service mark, trade name, trade secret, or other intellectual property rights of any third party or Resolutions, or any rights of publicity or privacy of any party, whether foreign or domestic; (iii) attempts to mislead others about your identity or the origin of a message or other communication, or impersonates or otherwise misrepresents your affiliation with any other person or entity, or is otherwise materially false, misleading, or inaccurate; (iv) promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libellous, threatening, hateful, obscene, indecent, vulgar, pornographic or otherwise objectionable or unlawful content or activity; (v) is harmful to minors; (vi) contains any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, information, or property of another; or (vii) violates any law, statute, ordinance, or regulation (including, without limitation, the laws and regulations governing export control, unfair competition, anti-discrimination, or false advertising).

### **11.4 Use of Your Content with the Online Services.**

Again, for clarity and as indicated in 11.2 of this EULA, you retain all of your ownership rights in your Content. By submitting Content which you acknowledge will be transmitted to Resolutions, however, you hereby grant to Resolutions an unrestricted, irrevocable, perpetual, non-exclusive, fully-paid and royalty-free, license to reproduce, distribute, display, create derivative works of, and otherwise use your Content.

### **11.5 Resolutions' Access to Your Content.**

You acknowledge that Resolutions personnel will not access, view, any of your Content, other than that which you specifically submit except as reasonably necessary to perform Services, including but not limited to, the following: (a) respond to support requests; (b) detect, prevent, or otherwise address fraud, security, or technical issues; (c) as deemed necessary or advisable by Resolutions in good faith to conform to legal requirements or comply with legal process; or (d) enforce this EULA, including investigation of potential violations hereof.

### **12. Survival.**

The conditions, restrictions and obligations as contained in this EULA which you have voluntarily agreed to shall survive any expiration, termination or cancellation of this EULA, and shall continue and remain in effect to bind you, and your employees, agents, successors, heirs and assigns to the extent necessary to fulfil their essential purposes.

### **13. Integration.**

This EULA and the applicable license order and Addendums sets forth the entire Agreement and understanding between the parties as to the subject matter of this EULA and supersedes all prior discussions, representations, and amendments of understandings of every kind and nature between the parties.

**14. Amendments.**

Except as otherwise provided in this EULA, this EULA may be amended from time to time by Resolutions only and only upon Resolutions release of a new version of the Software. You must accept any newly amended terms and conditions of this EULA before installing, copying or otherwise using the newly released Software. Except as otherwise provided in this section 14 of this EULA, this EULA may not be amended, altered, or any of its provisions waived on behalf of either party, except in writing executed by both parties' duly authorized agent.

Notwithstanding the provisions of this section 14 (Amendments), Resolutions may amend its privacy policy at any time by posting a new version of its privacy policy at its web site along with an outline of the changes to the privacy policy.

**15. Assignability.**

Except as otherwise expressly provided under this EULA, this EULA and the rights and duties under this EULA may not be assigned by you without the prior written consent of Resolutions.

**16. Benefit.**

Except to the extent forbidden in this EULA, this EULA shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

**17. Captions.**

Captions contained in this EULA are inserted for reference and in no way define, limit, extend or describe the scope of the EULA or intent of any provision in the EULA.

**18. Severability.**

If any provision of this EULA becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this EULA shall continue in full force and effect without said provision; provided, however, that no such severability shall be effective if it materially changes the economic benefit of the EULA to the other party.

**19. Authority to Accept.**

You warrant and represent to Resolutions this EULA shall be binding upon you, and that the individual agreeing to be bound under the terms and conditions of this EULA is authorized or has been empowered to do so.

**20. Third Party Beneficiary.**

You acknowledge and agree that Resolutions' suppliers and licensors (and/or Resolutions if you obtained the Software from any party other than Resolutions) are third party beneficiaries of this EULA, with the right to enforce the obligations set forth herein with regard to the respective technology, applicable software or Content of such suppliers, licensors and/or Resolutions.

**21. Third Party Acknowledgement and Terms.**

The Software licensed under the terms and conditions of this EULA may use or include third party components, Content, other copyrighted material, and/or open source software which may be subject to certain "open source"

or "free software" licenses ("Open Source Software"). Acknowledgments, licensing terms and additional disclaimers for such components, Content, materials, or Open Source Software are contained in the "online" electronic documentation for the Software, including without limitation, a 3rdPartyLicensing.txt file or may otherwise accompany the same, or are contained in Addendums to this EULA, and your use of such components, Content, other materials, and/or Open Source Software is governed by their respective terms and conditions and nothing in this EULA limits your rights under or grants you rights that supersede the terms and conditions of any such applicable third-party terms and conditions for such third party components, Content, materials, and/or Open Source Software.

## **22. Miscellaneous.**

This EULA is governed by the laws of the United Kingdom. You agree to the exclusive jurisdiction of the Courts of the United Kingdom. This Agreement has been prepared in the English language

and such version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes. The parties to this Agreement waive personal service of any and all process upon them and consent that all such service of process be made by registered mail and shall be deemed to be completed five (5) business days after the same shall have been deposited in the United Kingdom, postage prepaid. You waive any objection based on inconvenient forum and any objection to venue of any action instituted under this EULA by Resolutions in any jurisdiction. This EULA shall not be governed by the United Nations' Convention on Contracts for the International sale of Goods, the application of which is expressly excluded.

## **23. Changes to a Site or Enterprise Due to Acquisitions, Divestures, Mergers, and Organic Growth.**

If the number of qualified desktops or seats changes by more than 10% as a result of: (i) an acquisition of an entity or an operating division, (ii) a divestiture of an affiliate or an operating division; (iii) a merger, or (iv) organic growth, Resolutions will work with you in good faith to determine how to accommodate the changed circumstances in the context of a Site License, for example. If you acquire or merge with an organization with an existing "Site License" Resolutions will work with the surviving organization in good faith to accommodate its changed circumstances in the context of this EULA.

**AS STATED ABOVE, PAYING THE LICENSE OR SUBSCRIPTION FEE FOR THE SOFTWARE WITHOUT REQUESTING A REFUND OF SUCH FEE IN ACCORDANCE WITH RESOLUTIONS' RETURN AND CANCELLATION POLICIES AND PROCEDURES AND/OR THE APPLICABLE RETURN AND CANCELLATION POLICIES OF RESOLUTIONS' AUTHORIZED RESELLERS AND DISTRIBUTORS, OR INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE,**

**INDICATES YOUR ACCEPTANCE OF THIS EULA AND YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA AS A LICENCEE.**

Should you have any questions, complaints or claims with respect to the Software, or if you desire to contact Resolutions for any reason, please contact the Resolutions partner serving your country:

Resolutions Organisation United Kingdom

**email: [biofieldimaging@gmail.com](mailto:biofieldimaging@gmail.com)**

**Website: <http://www.biofieldimaging.com>**

© 2004 - 2024, Resolutions Organisation, All Rights Reserved.