INVISIBLE INTELLIGENCE LLC SOFTWARE LICENSE AGREEMENT

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE INSTALLING OR USING THE INVISIBLE INTELLIGENCE LLC SOFTWARE OR ANY ACCOMPANYING DOCUMENTATION (COLLECTIVELY, THE "SOFTWARE").

THE TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT ("AGREEMENT") GOVERN USE OF THE SOFTWARE UNLESS YOU AND INVISIBLE INTELLIGENCE LLC CORPORATION ("INVISIBLE INTELLIGENCE LLC") HAVE EXECUTED A SEPARATE WRITTEN AGREEMENT GOVERNING USE OF THE SOFTWARE.

INVISIBLE INTELLIGENCE LLC is willing to license the Software to you only upon the condition that you accept all the terms contained in this Agreement.

By clicking on the "I accept" button below or by downloading, installing or using the Software, you have indicated that you understand this Agreement and accept all of its terms. If you are accepting the terms of this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to the terms of this Agreement, and, in such event, "you" and "your" will refer to that company or other legal entity. If you do not accept all the terms of this Agreement, then INVISIBLE INTELLIGENCE LLC is unwilling to license the Software to you, and you must return the Software to INVISIBLE INTELLIGENCE LLC for a full refund, if you have paid for the license to the Software, or, if INVISIBLE INTELLIGENCE LLC has made the Software available to you without charge, you must destroy all copies of the Software. Your right to return the Software for a refund expires 30 days after the date of purchase.

1. Grant of License. Conditioned upon your compliance with the terms and conditions of this Agreement, INVISIBLE INTELLIGENCE LLC grants you a nonexclusive and non-transferable license to Execute (as defined herein) each copy of the Software solely in executable form on a single computer or virtual machine (a "Computer"), solely for your personal or internal business purposes. Once installed onto a Computer, the Software may be operated by any person using the Computer, whether directly or via remote connection. If you wish to transfer the Software to a different Computer, you must first completely uninstall the Software from the first Computer, then reinstall the Software on the new Computer and re-register the Software on the new Computer with INVISIBLE INTELLIGENCE LLC. For purposes of this Agreement, "Execute" and "Execution" means to load, install, and run the Software locally on a single Computer in order to benefit from its functionality as designed by INVISIBLE INTELLIGENCE LLC. See also the additional provisions regarding Business Licenses, Managed Service Provider Licenses, and other specialty licenses set forth in Addendum 1 to this Agreement, which are incorporated herein by reference.

2. Restrictions. You may not run the Software on a network, but must install it only on the quantity of individual Computers you are licensed for and run it locally on those Computers (but you may install the Software onto individual Computers via upload or 'push through' via a network). You may not use or make the functionality of the Software available to third parties for any commercial purpose, such as for providing any computer repair, help desk or troubleshooting service, unless you have each end user purchase from INVISIBLE INTELLIGENCE LLC an individual full license for each Computer on which the Software is run.

You may not combine this Software with any third party script, application, hardware or tools which would cause it to run on an automated or unattended basis. Except as expressly specified in this Agreement, you may not: (a) copy (except in the course of loading or installing) or modify the Software, including but not limited to adding new features or otherwise making adaptations that alter the functioning of the Software; (b) transfer, sublicense, lease, lend, rent or otherwise distribute the Software to any third party; or (c) make the functionality of the Software available to multiple users through any means, including but not limited to by uploading the Software to a network or filesharing service or through any hosting, application services provider, service bureau, software-as-a-service (SaaS) or any other type of services. You acknowledge and agree that portions of the Software, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of INVISIBLE INTELLIGENCE LLC and its licensors. Accordingly, you agree not to disassemble, decompile or reverse engineer the Software, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by law notwithstanding this prohibition.

3. Ownership. Each copy of the Software is licensed, not sold. You own the media on which the Software is recorded, but you acknowledge and agree that INVISIBLE INTELLIGENCE LLC retains ownership of the Software itself and any related data or databases used by INVISIBLE INTELLIGENCE LLC or the Software (the "Database"), including all intellectual property rights therein. The Software and Database are protected by United States copyright law and international treaties. You will not delete or in any manner alter the copyright, trademark, and other proprietary rights notices or markings appearing on the Software as delivered to you. INVISIBLE INTELLIGENCE LLC reserves all rights in the Software and Database not expressly granted to you in this Agreement.

4. Updates. From time to time, INVISIBLE INTELLIGENCE LLC may, but has no obligation to, provide updates to the Software. You are advised to update the Software regularly, or to set it to update automatically if that feature is available in your version of the Software. INVISIBLE INTELLIGENCE LLC reserves the right to designate any updates, additional content or features as requiring separate payment or purchase of a separate subscription at any time and without notice to you. Nothing in this Agreement entitles you to receive any support, maintenance, updates, upgrades, content or new versions of the Software. INVISIBLE INTELLIGENCE LLC specifically reserves

the right to cease providing, updating, or maintaining the Software or Database at any time in its sole discretion.

5. Term. The license granted under this Agreement remains in effect until terminated in accordance with this Agreement. You may terminate the license at any time by destroying all copies of the Software in your possession or control. The license granted under this Agreement will automatically terminate, with or without notice from INVISIBLE INTELLIGENCE LLC, if you breach any term of this Agreement. If you sue anyone over patents that you think may apply to the Software, your license to the Software ends automatically. Any patent rights in the Software granted by this license apply only to the Software. Upon termination, you must at INVISIBLE INTELLIGENCE LLC's option either promptly destroy or return to INVISIBLE INTELLIGENCE LLC all copies of the Software in your possession or control.

7. No Warranty. THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND. INVISIBLE INTELLIGENCE LLC DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY WARRANTIES AND CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM INVISIBLE INTELLIGENCE LLC OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT. INVISIBLE INTELLIGENCE LLC does not warrant that the Software will meet your requirements, that the Software will operate in the combinations that you may select for Execution, that the operation of the Software will be error-free or uninterrupted, or that all Software errors will be corrected.

Limitation of Liability. INVISIBLE INTELLIGENCE LLC'S TOTAL 8. LIABILITY TO YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO AMOUNTS PAID TO INVISIBLE INTELLIGENCE LLC BY YOU FOR THE SOFTWARE. IN NO EVENT WILL INVISIBLE INTELLIGENCE LLC BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, BUSINESS, PROFITS OR ABILITY TO EXECUTE) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE EXECUTION OR PERFORMANCE OF THE SOFTWARE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT INVISIBLE INTELLIGENCE LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS

ESSENTIAL PURPOSE.

10. Export Law. You agree to comply fully with all U.S. and other applicable export laws and regulations to ensure that neither the Software nor any technical data related thereto nor any direct product thereof are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

General. This Agreement will be governed by and construed in accordance with 11. the laws of the State of Maine, without regard to or application of conflict of laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply. You agree that any claims or actions regarding this license may be brought solely in the state of federal courts located in Chicago, Illinois, and you waive any right to challenge jurisdiction and venue therein. You may not assign or transfer this Agreement or any rights granted hereunder, by operation of law or otherwise, without INVISIBLE INTELLIGENCE LLC's prior written consent, and any attempt by you to do so, without such consent, will be void. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. All notices or approvals required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible, and the other provisions will remain in full force and effect. This Agreement is the complete and exclusive understanding and agreement between the parties regarding its subject matter, and supersedes all proposals, understandings or communications between the parties, oral or written, regarding its subject matter, unless you and INVISIBLE INTELLIGENCE LLC have executed a separate agreement. Any terms or conditions contained in your purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this Agreement are hereby rejected by INVISIBLE INTELLIGENCE LLC and will be deemed null.

12. Contact Information. If you have any questions regarding this Agreement, you may contact INVISIBLE INTELLIGENCE LLC at INVISIBLE INTELLIGENCE LLC@gmail.com

Addendum 1 - Provisions Related to Specialty Licenses

This Addendum 1 is incorporated into and made part of the INVISIBLE NTELLIGENCE LLC General audio recording device Software License Agreement. The Specialty Licenses described below do not permit any resale or sublicensing of rights granted under the applicable license agreement, and you agree that you will not resell, redistribute, or permit third parties to use the Software:

Educational License. If you purchased the Software at a reduced price because you are a school or other educational institution, or if your purchasing documentation states that you are purchasing an Educational License, then you agree to use the Software solely for educational purposes. Educational purposes are limited to use that furthers the educational goals of your institution.

Government License. If you purchased the Software at a reduced price because you are a government agency, or if your purchasing documentation states that you are purchasing a Government License, then you agree to use the Software solely for government use.

Business License. If you purchased the Software as a corporation or if your purchasing documentation states that you are purchasing a Business License, then you may additionally install the number of copies of the Software that you have purchased on a corresponding number of Computers owned or used by your company, or which are owned by employees, contractors or other agents of your company. You may only use the number of copies of the Software which you have paid for. Each copy of the Software may be uploaded onto only one Computer unless otherwise specified in the purchase documents you executed for the Software. You may not run the Software on a network, but must install it on only on the quantity of individual Computers you are licensed for and run it locally on those Computers (but you may install the Software onto individual computers via upload or 'push through' via a network). Business Licenses are granted for a one year term from date of purchase, unless otherwise agreed by INVISIBLE INTELLIGENCE LLC in writing.

Managed Service Provider ("MSP") License. If you purchased the Software as a managed service provider or if your purchasing documentation states that you are purchasing a Managed Service Provider License, then you may additionally distribute and use the Software to provide services to third parties, provided that you pay the applicable license fees set forth in your purchasing documentation or other agreement with INVISIBLE INTELLIGENCE LLC.