End User License Agreement

This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single legal entity) ("User") and INseARCH Digital Studio, LLC 9550 Prototype Court Suite #103 Reno, NV 89521 ("Owner") to use the Software. This EULA applies from the date when the User receives the Software from a Reseller or Owner ("Delivery"). The User agrees to be bound by the terms of this EULA by installing, copying, downloading or otherwise using the Software. If the User does not agree to the terms of this EULA, the User may not install, copy, download or otherwise use the Software. For the Trial Period free of charge the provisions in Appendix A shall apply.

BACKGROUND:

The Owner wishes to license computer software to the User and the User desires to purchase the software license under the terms and conditions stated below.

IN CONSIDERATION OF the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

License

1. Under this Agreement the Owner grants to the User a non-exclusive and non-transferable license (the "License") to use IDApro.cloud (the "Software").

2. "Software" includes the executable computer programs and any related printed, electronic and online documentation and any other files that may accompany the product.

3. Title, copyright, intellectual property rights and distribution rights of the Software remain exclusively with the Owner. Intellectual property rights include the look and feel of the Software. This Agreement constitutes a license for use only and is not in any way a transfer of ownership rights to the Software.

4. The Software is cloud based and accessed through an internet connection and can be logged into by the User from any computer.

5. The rights and obligations of this Agreement are personal rights granted to the User only. The User may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. The User may not make available the Software for use by one or more third parties.

6. The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.

7. Failure to comply with any of the terms under the License section will be considered a material breach of this Agreement.

License Fee
8. The purchase price of the software paid by the User will constitute the entire license fee and is the full consideration for this Agreement.

Limitation of Liability
9. The Software is provided by the Owner and accepted by the User "as is". Liability of the Owner will be limited to a maximum of the original purchase price of the Software. The Owner will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the User arising out of the use or failure to use the Software.

10. The Owner makes no warranty expressed or implied regarding the fitness of the Software for a particular purpose or that the Software will be suitable or appropriate for the specific requirements of the User.

11. The Owner does not warrant that use of the Software will be uninterrupted or error-free. The User accepts that software in general is prone to bugs and flaws within an acceptable level as determined in the industry.

12. Where the Owner feels any of the Software is non-conforming to its specifications, the Owner may choose to remedy this issue by any of the following: to repair or replace any or all of the Software; or provide a refund to the User.

Warrants and Representations
13. The Owner warrants and represents that it is the copyright holder of the Software. The Owner warrants and represents that granting the license to use this Software is not in violation of any other agreement, copyright or applicable statute.

Acceptance
14. All terms, conditions and obligations of this Agreement will be deemed to be accepted by the User ("Acceptance") upon execution of this Agreement.

User Support
15. No user support or maintenance is provided as part of this Agreement.

Term
16. The term of this Agreement will begin on Acceptance and will continue indefinitely.

Termination
17. This Agreement will be terminated and the License forfeited where the User has failed to comply with any of the terms of this Agreement or is in breach of this Agreement. On termination of this Agreement for any reason, the User will promptly destroy the Software or return the Software to the Owner.

Force Majeure

18. The Owner will be free of liability to the User where the Owner is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Owner has taken any and all appropriate action to mitigate such an event.

Governing Law

19. The Parties to this Agreement submit to the jurisdiction of the courts of the State of Nevada for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the State of Nevada.

Miscellaneous

20. This Agreement can only be modified in writing signed by both the Owner and the User.

21. This Agreement does not create or imply any relationship in agency or partnership between the Owner and the User.

22. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

23. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

24. This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

25. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Owner's successors and assigns.

Notices

26. All notices to the parties under this Agreement are to be provided at the following addresses, or at such addresses as may be later provided in writing:
INseARCH Digital Studio, LLC: 9550 Prototype Court, Suite 103, Reno NV, 89521

Appendix A – Trial Period

The User may test the Software free of charge for a period of 14 days ("Trial Period"). The Trial Period starts with the provision of the license key by Owner. With the expiry of the Trial Period User's right to use the Software will automatically end.

The following provisions shall apply to the Trial Period and take precedence over the general provisions of the EULA set in sec. 1 to 26:

1. The Owner shall not be obliged to any maintenance, support or availability of the server.

2. The statutory provisions of the Nevada Civil Code shall apply in respect of the Owner's warranty and liability obligations.