

SOFTWARE LICENSE AGREEMENT

FOR LA PHOTO PARTY®

PHOTO BOOTH UPLOAD® SOFTWARE

THIS SOFTWARE LICENSE AGREEMENT (“AGREEMENT”) GOVERNS YOUR USE OF LA PHOTO PARTY’S PHOTO BOOTH UPLOAD® SOFTWARE. **PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU INSTALL OR USE THE SOFTWARE.** BY INSTALLING OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THIS AGREEMENT. DO NOT INSTALL OR USE THE SOFTWARE IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT.

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2. TERM OF AGREEMENT.

Unless terminated earlier pursuant to Section 7 below, this Agreement starts on the date you install the Software on your computer and will continue for the term you selected and paid for prior to installing. Once the term expires, you may no longer use the Software unless you purchase an extension of the term. If you purchase an extension of the term, this Agreement will apply to your use of the Software during the extension of the term.

3. RESTRICTIONS AND LIMITATIONS ON USE.

A. General. You are granted a limited nontransferable license to install and use the Software on only one computer that you own or control. This Agreement does not permit you to install, use or run the Software on more than one computer or on any computer you do not own or control. You agree not to do so, and you agree not to assist or enable others to do so. You may not make the Software available over a network where it could be run or used by multiple computers whether or not at the same time. You may not copy, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Software or any part thereof. You also agree not to assist or enable others to do so.

B. Distributing Photos. The Software allows you to capture photos and save them on the hard drive of a single computer. The Software is not intended to be used, and this Agreement does not authorize you to use the Software, for distributing , uploading, downloading, transferring, or sharing photos (collectively “Distributing”) whether from a computer hard drive or otherwise. For Distributing

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EXCEPT AS EXPRESSLY STATED IN SECTION 4 ABOVE, LAPP DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LAPP DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SOFTWARE WILL CONTINUE TO FUNCTION IN THE EVENT LAPP CEASES TO CONDUCT BUSINESS, THAT THE SOFTWARE WILL BE

COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE OR SERVICES, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. LAPP DOES NOT MAKE ANY REPRESENTATION CONCERNING YOUR ABILITY TO DERIVE REVENUE OR EARN INCOME FROM USE OF THE SOFTWARE IN A COMMERCIAL OR OTHER SETTING.

6. INDEMNIFICATION.

You agree to indemnify, defend, hold harmless, and reimburse LAPP from and against any and all claims, causes of action, investigations, damages, losses, expenses and costs (also including reasonable attorney fees, expenses and costs of litigation) and liabilities of any and every kind arising directly or indirectly in tort, breach of warranty, breach of contract, indemnity, any form of strict liability or any other legal or equitable or statutory theory, arising from or relating to your use of the Software.

7. TERMINATION.

Your rights under this Agreement will terminate automatically and cease to be effective, without requirement of any notice from LAPP, if you fail to comply with any term(s) of this Agreement. Upon the termination of this Agreement, you must cease all use of the Software.

8. GENERAL.

A. Law. This Agreement will be governed by and construed according to the laws of the United States and the State of California as applied to agreements entered into and to be performed entirely within California between California residents and thus without regard for California's principles of conflicts of law. The parties specifically exclude applicability of the Convention Relating to Uniform Law on the International Sale of Goods. Any dispute arising from or related to this Agreement shall be brought exclusively in the United States District Court for the Central District of California or the Superior Court of the State of California for the County of Los Angeles. The parties consent to the jurisdiction and venue of such courts. In any such action the prevailing party shall be entitled to recover its reasonable attorneys fees.

B. Assignment. You may not assign or transfer this Agreement, in whole or in part, whether voluntarily, involuntarily, or by operation of law, and you may not sublicense, lend, sell, transfer, or redistribute the Software, without the prior written consent of LAPP. Any attempt to do any of the foregoing without LAPP's prior written consent shall be null and void and of no effect and shall be a breach of this Agreement.

C. Severability. If for any reason a court having jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision or portion of the Agreement will be enforced to the maximum extent permissible to effect as closely as lawfully possible the original intent of the parties, and the remainder of this Agreement will continue in full force and effect.

D. No Waiver. Failure by a party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

E. Headings. The headings and captions in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

F. Complete Agreement. This Agreement is the entire agreement between the parties regarding its subject matter, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding its subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of each party.