

IPIX INTERACTIVE STUDIO LICENSE AGREEMENT

This IPIX Interactive Studio License Agreement (hereinafter "Agreement") is a legal agreement between you and IPIX Corporation d/b/a IPIX (hereinafter "IPIX").

THIS IS A LEGALLY BINDING CONTRACT. BY SELECTING THE "ACCEPT" BUTTON, YOU ARE ELECTRONICALLY SIGNING THIS AGREEMENT AND AGREEING TO BE BOUND BY ITS TERMS (HEREINAFTER "ACCEPTANCE"). IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU SHOULD SELECT THE "DECLINE" BUTTON.

1 DEFINITIONS

1.1 "Computer Network" shall mean any combination of two or more terminals or workstations that are electronically linked and capable of sharing concurrent usage of the Product.

1.2 "Software", refers to the IPIX Interactive Studio, the IPIX i-Linker, and other bundled software, created by IPIX (including plug-ins, components, applets or stand-alone applications).

1.3 "Third Party Software" refers to the software and the respective files associated with each program created by third parties and bundled with or otherwise accompanying the Software.

1.4 "Product" refers to the Software, Third-Party Software, and any other materials bundled with or otherwise accompanying the Software (including without limitation sample IPIX Images, Proof Images, photographs, animations, video, audio, music and text, tripod caps and documentation, whether hardcopy or electronic).

1.5 "IPIX Image" refers to any image output by the Software and that may be created, modified, enhanced, viewed, distributed, saved or otherwise used with the Software.

1.6 "Source Image" refers to any image, input into the Software, that may be modified, enhanced, viewed, distributed, saved or otherwise used with the Software.

1.7 "Proof Image" refers to a watermarked and time-expiring IPIX Image that is created under the evaluation version of the Software. Proof Images will expire 30 days after creation and thereafter you shall not have the ability to access, modify, enhance, save or otherwise use an expired Proof Image. You may not modify, alter or remove any visible or electronic watermark or other legal notice placed on Proof Images.

1.8 "Party" refers to either you or IPIX and "Parties" refers to you and IPIX."

1.9 "You" and "Your" refers to you, the customer and licensee of the Product.

2 INTELLECTUAL PROPERTY

2.1 **PRODUCT OWNERSHIP:** You acknowledge and agree that, with the exception of Third Party Software, the Product, and the intellectual property rights, moral rights and goodwill therein and any derivative works thereof, is owned by and shall remain the property of IPIX and is protected under copyright, patent and trademark laws and other domestic and international laws.

2.2 **IMAGE OWNERSHIP:** IPIX makes no claim of ownership to, or requires any additional fees for any IPIX Image created in accordance with this Agreement by the Software. IPIX Images are owned by the creator of the IPIX Image. You must obtain the appropriate rights from the authors of Source Images to copy, print, modify, enhance, display, distribute or otherwise use those Source Images, or the resulting IPIX Images created from those Source Images.

2.3 **TRADEMARKS:** IPIX has numerous registered and unregistered trademarks and service marks (collectively, "Trademarks"), including without limitation "IPIX" and the IPIX corporate logo (black circle banded in blue with yellow lettering "IPIX"). No right, license or interest in or to Trademarks is granted to You under this Agreement.

3 ACTIVATION

3.1 Upon Acceptance, You are granted rights under the Evaluation License Grant as set-forth in Article 4 to use an evaluation-version of the Product. The Evaluation License Grant shall remain in effect for ninety (90) days. Upon completion of the Activation, You are granted rights under the applicable Commercial License Grant to use the fully-functional version of the Product as set forth in Article 5.

3.2 The Product may be downloaded free of charge, but will not be fully functional until Activation is completed. "Activation" refers to the process of activating the Product so that it is fully functional for use under a Commercial License Grant under Article 5. Activation may be completed by You online or through an IPIX customer service representative. In consideration for a commercial license granted upon Activation, You shall pay IPIX the applicable one-time payment during Activation at the then-current rates posted on the IPIX website or as otherwise mutually agreed by the Parties. A Commercial License Grant shall be effective upon Activation and shall remain in effect for a limited duration specified at the time of Activation. The duration may be fifty-three (53) weeks, thirty (30) days or as otherwise mutually agreed by the Parties.

3.3 IPIX reserves the right to increase fees, or to institute new fees at any time, upon reasonable notice posted in advance on its website. You shall be responsible for all taxes, if any, arising from payment of fees.

4 EVALUATION LICENSE GRANT: IPIX grants to You a limited non-exclusive, non-transferable license, with no right to sublicense, to load, copy and use the Product only as specified in this Article 4. The Product is being licensed, not sold. You may install the Product onto one computer under Your direct control. The computer shall be a single user workstation. You may use the Product solely for non-commercial evaluation purposes. You may save Proof Images from the Product in the course of performing the above evaluation. Proof Images are intended for viewing only, and cannot be modified, enhanced or otherwise altered. You may not use the Product to create Proof Images to be included in any materials distributed outside of your company or for any commercial purpose whatsoever. UNDER THE TERMS OF THIS EVALUATION LICENSE GRANT, ATTEMPTS TO MODIFY PROOF IMAGES TO REMOVE IMAGE WATERMARKS IS STRICTLY PROHIBITED AND IS A BREACH OF THIS AGREEMENT.

5 LICENSES

5.1 COMMERCIAL LICENSE GRANT: Contingent upon Activation, IPIX grants to You a limited non-exclusive, non-transferable license, with no right to sublicense, to load, copy and use the Product only as specified in the applicable commercial license grant (the "Commercial License Grant"). The Product is being licensed, not sold. Three types of Commercial License Grant are available: (i) a Single-Photographer License Grant, (ii) a Multi-Photographer Site License Grant, and (iii) a Photographer Network License Grant. The type of Commercial License Grant shall be specified at the time of Activation.

5.2 SINGLE-PHOTOGRAPHER LICENSE GRANT: Upon Activation of Your Single-Photographer License Grant, You may install one copy of the Product onto a single computer under Your direct control (such installation shall be hereinafter referred to as a "Node-Locked Installation"). The computer shall be a single user workstation. You are not authorized under the Single-Photographer License Grant to install or use the Product on multiple computers, a Computer Network, or other storage device. If you are Activated with a Dongle, You may load the software onto a primary and a secondary computer under Your direct control only. You may use the Product solely for Your personal or internal business purposes to create, modify, enhance, view, distribute, save or otherwise use (as allowed by features in the Product) an unlimited number of IPIX Images created from Source Images photographed by You. The Single-Photographer License Grant is personal to You, and only You may use the Product. UNDER THE TERMS OF THIS SINGLE-PHOTOGRAPHER LICENSE GRANT, USE OF THE PRODUCT WITH SOURCE IMAGES PHOTOGRAPHED BY ANYONE OTHER THAN YOU IS STRICTLY PROHIBITED AND IS A BREACH OF THIS AGREEMENT.

5.3 MULTI-PHOTOGRAPHER SITE LICENSE GRANT: Upon Activation of Your Multi-Photographer Site License Grant, You may install the Product onto computer(s) and/or a Computer Network located at Your business premises ("Site") used directly by You or Your employees located at the Site (such installation shall be hereinafter referred to as "Floating Installation") and use the Product in accordance with this Section 5.3, provided that the number of concurrent CPUs at any given time does not exceed the number specified at the time of Activation. This Floating Site Installation is limited to a single geographic location within your organization, and to photographers at that location. You and/or Your employees may use the Product solely for internal business purposes to create, modify, enhance, view, distribute, save or otherwise use (as

allowed by features in the Product) an unlimited number of IPIX Images created from Source Images photographed by You and/or Your employees. UNDER THE TERMS OF THIS MULTI-PHOTOGRAPHER SITE LICENSE GRANT, USE OF THE PRODUCT WITH SOURCE IMAGES PHOTOGRAPHED BY ANYONE OTHER THAN YOU OR YOUR EMPLOYEES LOCATED AT THE LICENSED SITE IS STRICTLY PROHIBITED AND IS A BREACH OF THIS AGREEMENT.

5.4 PHOTOGRAPHER NETWORK LICENSE GRANT: Upon Activation of Your Photographer Network License Grant, in addition to the uses authorized under Your Multi-Photographer Site License Grant, You may use the Product for internal business purposes to create, modify, enhance, view, distribute, save or otherwise use (as allowed by features in the Product) an unlimited number of iPIX Images created from Source Images photographed by Members of your Photography Network to fulfill orders for virtual tours for Your customers. As used herein the term "Photography Network" shall mean a company, or other entity, consisting of member photographers ("Members") who are centrally managed or contracted by You in order to fulfill orders for virtual tours for Your customers. A Photography Network is neither a service bureau nor an online application service provider. You represent and warrant that Your company, or other entity, is a Photography Network.

6 RESTRICTIONS

6.1 Your Commercial License Grant and Evaluation License Grant may not be sublicensed, and so as long as the Product remains installed on computer(s) or Computer Network, as applicable, the computer(s) and/or Computer Network must be owned by and remain in Your exclusive custody, control and operation. Upon loading the Product, You may retain one copy of the Product solely for backup purposes. All copies of the Product shall include IPIX's owners' copyright, trademark, patent and other proprietary notices as appear in the originals. You shall maintain accurate records regarding upon which computers the Product is loaded, the people who have access to each computer or server, as applicable, and all permitted copies of the Product.

6.2 The Product may not be used for third-party service bureau purposes or for online application service provider purposes. You may not: allow unlicensed users to access to the Product; rent, lease, sublicense or lend the Product or its rights under the license; circumvent a technological measure that effectively controls, or is intended to control, access to the Product; or alter, remove or obscure any proprietary legend, copyright or trademark notice contained in or on the Product. You agree to use reasonable efforts to protect the Product from unauthorized use, reproduction, distribution or publication.

6.3 REVERSE ENGINEERING: You may not reverse engineer, reverse assemble, decompile or disassemble the Product or any IPIX Images. You further acknowledge and agree not to modify, translate or create derivative works based on the Product.

6.4 SECURITY MEASURES: Authorized operation and use of the Product may be subject to hardware and/or software security measures. Tampering, alteration or removal of such measures may prevent the proper operation of the Product. The Product may include programming devices including, for example time bombs, which without warning prevent the operation of the Product after the duration of a license expires.

7 TERM AND TERMINATION

7.1 TERM: The Term of this Agreement shall commence upon Acceptance and remain in effect until terminated pursuant to Section 7.2.

7.2 TERMINATION: This Agreement may be terminated as follows:

7.2.1 This Agreement shall automatically terminate thirty (30) days after expiration of any valid license grant hereunder unless a subsequent license grant is purchased prior to such time under terms mutually agreed to by the Parties; or

7.2.2 IPIX may terminate this Agreement immediately upon breach of any material provision of this Agreement by You; or

7.2.3 The Parties may jointly terminate this Agreement by mutual written agreement.

7.3 EFFECT OF TERMINATION: Upon termination, (1) all license grants (Commercial License Grants and Evaluation License Grants) and options shall terminate and the remaining obligations shall survive

perpetually; (2) the Product may be deactivated and rendered inoperable, without prior warning to You; (3) You shall retain only such rights and title to any IPIX Images created by You for which license fees have been paid to IPIX; and (4) You shall return all copies of the Product to IPIX and permanently delete any and all remnants of the Product, including without limitation Proof Images, on all computers and Computer Networks.

8 DISCLAIMER AND LIMITATIONS

8.1 IPIX warrants, for Your benefit alone, that the Software will operate substantially in accordance with IPIX's published functional specifications.

8.2 EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 8.1, THE PRODUCT, AND THE SOFTWARE CONTAINED THEREIN, ARE LICENSED "AS IS", AND IPIX DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, MERCHANTABILITY FOR COMPUTER PROGRAMS AND INFORMATIONAL CONTENT.

8.3 YOUR SOLE REMEDY CONCERNING THE PRODUCT IS, IN IPIX'S SOLE DISCRETION: (1) TO REPLACE ANY DEFECTIVE PRODUCT; OR (2) TO REFUND THE FEES PAID BY YOU TO IPIX. IN NO EVENT SHALL IPIX OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF IPIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL IPIX'S LIABILITY UNDER THIS AGREEMENT EXCEED THE FEES PAID BY YOU TO IPIX.

9 COMPLIANCE/INDEMNIFICATION: You agree to use the Product in a manner that complies with all applicable laws, rules and regulations in the jurisdictions and countries in which You use the Product, including without limitation all import/export, criminal, pornography, privacy, private or civil rights, copyright, trademark, patent and intellectual property laws. You further agree to indemnify and hold harmless IPIX from any claim, action, liability or expense (including reasonable attorneys' fees and costs) arising out of Your use of the Product, any IPIX Images, or Proof Images, as well as any breach of this Agreement by You. In the event of any breach by You of this Agreement, IPIX shall be entitled to adopt against You any measure, including without limitation equitable relief, injunctive relief and specific performance, as well as recovery of all damages, expenses and costs.

10 MISCELLANEOUS PROVISIONS

10.1 TRANSFERABILITY: This Agreement may not be assigned by You, except as part of a corporate reorganization, consolidation, merger or sale of substantially all assets or all stock of Your company, and You shall provide notice of such assignment to IPIX. IPIX may freely assign or transfer its rights or obligations under this Agreement in any manner IPIX sees fit without notice to You. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Parties.

10.2 NOTICES: All notices to IPIX under this Agreement must be in writing to IPIX's General Counsel through (i) personal service, or (ii) via certified mail, return receipt requested, addressed to the IPIX's corporate headquarters. All notices to You under this Agreement must be in writing to the contact person on Your account through (i.) personal service, (ii.) via certified mail, return receipt requested. Notice shall be effective upon personal service or delivery of the certified mail, as the case may be.

10.3 GOVERNING LAW: This Agreement shall be construed and governed in accordance with the substantive laws of the State of Tennessee, and any claim related to this Agreement or the Product shall be brought in a competent court in Knoxville, Tennessee. You hereby waive any defense that You are not subject to the jurisdiction of such courts, that any such action is brought in an inconvenient forum, or that venue of the action is improper. The prevailing party in such action shall be entitled to recover, in addition to any other relief, reasonable attorneys' fees and the expenses.

10.4 AUDIT: From time to time, IPIX may hire a disinterested third party to audit and inspect Your books, records, computers, and Computer Networks for compliance with this Agreement. All such audits shall be during normal business hours and on dates mutually agreed, and You agree to cooperate in such audits and

inspections. Each Party shall bear its own costs and expenses, unless You are in breach, in which case You shall bear all reasonable costs and expenses incurred by IPIX.

10.5 UNENFORCEABILITY: It is intended that this Agreement shall not violate any applicable law. If, at any time or for any reason, any provision becomes unenforceable or invalid, such provisions shall be amended to bring them into legal compliance and to preserve to the maximum extent possible the intent of the Parties, and the remaining provisions shall remain unaffected and continue with the same effect as if such unenforceable or invalid provision had not have been inserted herein.

10.6 NO WAIVER: Failure of either Party to exercise its rights under this Agreement shall not be construed as a waiver of that Party's rights, including without limitation the right to seek remedies arising from past, present or future breach by the other Party.

10.7 HEADINGS: The headings and captions in this Agreement are for convenience purposes only, and shall not be used to construe the terms of this Agreement.

10.8 ENTIRE AGREEMENT: This Agreement contains the entire understanding between the Parties with respect to the matters contained herein. This Agreement supercedes all prior agreements between the Parties, whether oral or written, express or implied, as to the matters contained herein. No waiver, consent, modification, amendment or change of the terms of this Agreement shall be binding unless in writing and signed by the Parties.