

END-USER LICENSE AGREEMENT

This End-User License Agreement ("**EULA**") is a legal agreement between **YOU** and Live Face On Web, LLC ("**LFOW**"). After reading this **EULA** and/or clicking on the "AGREE" checkbox on the Order Page **YOU** will indicate **YOUR** acceptance of these terms and conditions, at which point this **EULA** will become a legally binding agreement between **YOU** and **LFOW**. **YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE PRODUCT. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE PRODUCT.**

Definitions.

YOU: means an individual or a legal entity exercising rights under, and complying with all of the terms of, this **EULA** or a future version of this **EULA**. For legal entities, "**YOU**" includes any entity which controls, is controlled by, or is under common control with **YOU**. For purposes of this definition, "control" means the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise.

WEB SERVER: A computer connected to the Internet that stores and distributes **WEB PAGES** upon request.

WEB SITE: A collection of **WEB PAGES** or files on the World Wide Web that are linked together under a common address (**URL** or **IP Address**) and maintained by a company, organization, or individual.

URL: Uniform Resource Locator. This is the equivalent of **YOUR** home address on the internet. An example is <http://livefaceonweb.com/definitions/Glossary/> or <http://192.168.0.0/Samples>.

IP Address: Internet Protocol Address. This is a unique string of numbers that identifies a computer or server on the Internet. These numbers are normally shown in groups separated by periods. Example: 192.168.0.0.

WEB PAGE: Any computer file, document, or grouping of electronic text which can be addressed by a hypertext link and rendered for a user on his/her computer monitor. This includes any grouping of electronic text, graphical material, or data generated by a software application and displayed through the use of a Web browser.

PRODUCT: set of computer files protected by the copyright laws of the United States and all applicable international copyright treaties of:

- (a) Compressed and uncompressed video recording with sound;
- (b) Media format based on **YOUR** selection within the **LFOW** ORDER PAGE;
- (c) Media Player based on Macromedia® technology;
- (d) Video Compressed Files based on Macromedia® technology; and
- (e) JavaScript File also known as ECMAScript.

Copyright and Trademark Information

COPYRIGHT NOTICE: Copyright © 2006 Live Face on Web, LLC. All rights reserved.

TRADEMARKS: Trademarks referenced herein are either registered trademarks or trademarks of **LFOW** in the U.S. and/or other countries. The names of actual companies and **PRODUCT** mentioned herein and/or third-party trademarks, trade names and logos contained herein may be the trademarks of their respective owners.

The example companies, organizations, **PRODUCT**, domain names, email addresses, logos, people and events depicted herein are fictitious. No association with any real company, organization, **PRODUCT**, domain name, e-mail address, logo, person, or event is intended or should be inferred.

Any rights not expressly granted herein are reserved.

Article 1. GRANT OF LICENSE

1. Subject to **YOUR** agreement to, and compliance with, the terms and conditions set forth in this **EULA**, **LFOW** grants **YOU** a personal, temporary, non-exclusive, and non-transferable license to:

- (a) install one (1) copy of the **PRODUCT** onto the hard drive of one (1) **WEB SERVER**, solely in machine-executable form; and
- (b) use the **PRODUCT** with one (1) **WEB SITE** ; and
- (c) use the **PRODUCT** with one (1) **WEB PAGE**;

in each instance, solely for advertisement purposes and not for any other purpose (including, without limitation, any act of electronic or physical distribution, performance or broadcast) and in accordance with the terms and conditions set forth in this **EULA**.

LFOW has the capability of monitoring each installation of the **PRODUCT** and each **WEB SITE** and **WEB PAGE** on which it is used. **YOU** hereby authorize and permit such monitoring and acknowledge that in the event that **YOUR** installation and/or use of the **PRODUCT** is in excess of the installation or use permitted above, **LFOW** shall be permitted to, at the option of **LFOW**, deactivate the **PRODUCT** to the extent of such prohibited use, or automatically charge **YOU** for any use in excess of the permitted use described above at **LFOW**'s then current fees. Such additional charges shall be deemed to automatically be approved by **YOU** and **YOU** shall be responsible for all such additional charges, which charges may automatically be billed to **YOUR** credit card.

YOU agree that this **EULA** does not provide **YOU** any right to grant sublicenses, transfers, copies, duplications of this **PRODUCT**.

2. The **PRODUCT** transferred electronically to **YOU** or contained on CD/DVD is sometimes referred to herein, collectively, as the "**LICENSED MATERIALS**".

3. PLEASE NOTE: **YOUR** use of the **PRODUCT** and the other **LICENSED MATERIALS** may be subject to additional restrictions, under applicable copyright and other laws that are not enforced or prescribed by any technology transferred to **YOU** electronically or contained on CD/DVD. The absence of any such technology designed to enforce these additional restrictions should in no way be viewed or interpreted as a waiver, on the part of **LFOW** or any other person or entity owning any rights in any of the **LICENSED MATERIALS**, of their respective rights to enforce any such additional restrictions regarding **YOUR** use of the **LICENSED MATERIALS**. **YOUR** use of the **PRODUCT** and the other **LICENSED MATERIALS** shall, at all times, remain subject to any and all applicable laws governing the use of such materials, including, without limitation, any restrictions on **YOUR** use prescribed therein.

4. All of **YOUR** rights to use the **PRODUCT**, as described herein, shall be subject to **YOUR** continued ownership of all rights in and to the electronically transferred content and/or physical CD/DVD on which such **PRODUCT** is embodied; should **YOU** transfer **YOUR** ownership rights in the electronically transferred content and/or physical CD/DVD on which such **LICENSED MATERIALS** is embodied (in whole or in part) to any other person, party, or company (whether by sale, gift or otherwise), **YOUR** rights in both the electronically transferred content and/or physical CD/DVD and such **PRODUCT** shall terminate.

Article 2. RESTRICTIONS ON USE OF LICENSED MATERIALS

1. Except to the extent otherwise expressly permitted hereunder or otherwise by the owner of the relevant rights in or to the **LICENSED MATERIALS** concerned, and without limitation, the following restrictions shall apply to **YOUR** use of the **LICENSED MATERIALS**:

(a) **YOU** may not copy or reproduce any portion of the **LICENSED MATERIALS**;

(b) **YOU** may not distribute, share through any information network, transfer, convey, sell, and lease or rent any of the **LICENSED MATERIALS** to any other person or company, in whole or in part;

(c) **YOU** may not change, alter, amend, modify or create derivative works, enhancements, extensions or add-ons to any of the **LICENSED MATERIALS**;

(d) **YOU** may not decompile, reverse engineer or disassemble any of the **LICENSED MATERIALS**, in whole or in part;

(e) **YOU** may not divide the **PRODUCT** or use any of the components of the **PRODUCT** individually or in combination with anything comprising less than the entire **PRODUCT**;

(f) **YOU** may not export the **LICENSED MATERIALS** outside of the country where **YOU** reside. (This clause 1(f) of Article 2 shall not be applicable within the European Economic Area (EEA).);

(g) **YOU** may not utilize the **LICENSED MATERIALS** separately;

(h) **YOU** may not remove the **LFOW** logo or any identifying materials contained on the **PRODUCT** or in the **LICENSED MATERIALS**;

(i) **YOU** will at all times comply with, and will not circumvent or attempt to circumvent, any of the restrictions on use set forth in this Article 2 or elsewhere in this **EULA**.

2. In the event that the owner of the **LICENSED MATERIALS** is a party other than **LFOW** (each, a "**LICENSOR**"), **YOU** agree that such **LICENSOR** shall be a third party beneficiary under this **EULA** and, as such, shall have the right to enforce the terms and conditions of this **EULA** that pertain directly to such **LICENSOR'S** rights in and to the **LICENSED MATERIALS** concerned as if such **LICENSOR** was a party to this **EULA**. The rights granted to a **LICENSOR** under this Article shall not be revoked.

Article 3. UPGRADES

If **YOU** receive copy of the **PRODUCT** as an upgrade from an earlier version of the **PRODUCT**, it is provided to **YOU** on a license exchange basis. **YOU** agree by **YOUR** installation and use of such copy of the **PRODUCT** to voluntarily terminate **YOUR** earlier **EULA** and that **YOU** will not continue to use the earlier version of the **PRODUCT** or transfer it to another person or entity.

Article 4. HOW WE MAY MODIFY THIS EULA

LFOW, reserves the right, at any time and from time to time, to update, revise, amend, supplement, and otherwise modify this **EULA** and to impose new or additional rules, policies, terms, or conditions on **YOUR** use of the **PRODUCT**. **YOU** must review this **EULA** on regular basis. **YOU** can find the most recent version of the contract at <http://www.livefaceonweb.com/eula.htm>. The changed **EULA** becomes effective as soon as its amended or modified version is available at <http://www.livefaceonweb.com/eula.htm>. If **YOU** do not agree to the changes in the amended and/or modified **EULA**, then **YOU** must stop using the electronically transferred content and/or physical CD/DVD. If **YOU** do not stop using the electronically transferred content and/or physical CD/DVD, then **YOUR** use of the electronically transferred content and/or physical CD/DVD will continue under the amended and/or modified contract.

YOU agree to pay all fees and charges specified for the **PRODUCT** and the **LICENSED MATERIALS**. All fees are exclusive of applicable taxes (e.g. sales, use, or value-added tax), unless otherwise stated, and **YOU** are solely responsible for the payment of any such taxes that may be imposed on **YOUR** use of the **PRODUCT** and the **LICENSED MATERIALS**. **LFOW** may at any time change the price of the **PRODUCT** and the **LICENSED MATERIALS** or any part thereof, or institute new charges or fees. Price changes and institution of new charges implemented will apply after the effective date of the change. **YOUR** continued use of the **PRODUCT** and the **LICENSED MATERIALS** after the effective date of any such change shall constitute **YOUR** acceptance of such change. If **YOU** do not agree to such price changes, then **YOU** must cancel **YOUR** account and stop using the **PRODUCT** and the **LICENSED MATERIALS** and stop using the electronically transferred content and/or physical CD/DVD. If **YOU** do not cancel **YOUR** account and stop using the **PRODUCT** and the **LICENSED MATERIALS** and stop using the electronically transferred content and/or physical CD/DVD, then **YOUR** use of the electronically transferred content and/or physical CD/DVD will continue under the amended and/or modified contract.

Article 5. PAYMENT METHOD

LFOW will charge the fees and any other applicable additional fees to the charge or credit card account provided by **YOU**. By providing credit card information, **YOU** are authorizing **LFOW** to automatically continue charging that card (or any replacement card if the original card is renewed, lost, stolen, or changed for any reason by the card issuer, and the issuer informs **LFOW** of the new replacement card account) for all fees or charges associated with **YOUR** subscription including any renewal fees as described below. **YOU** authorize the card issuer to pay any amounts described herein and authorize **LFOW**, or any other company that acts as a billing agent for **LFOW**, to continue to attempt to charge all sums described herein to **YOUR** credit card account until such amounts are paid in full. **YOU** agree to provide **LFOW** updated information on **YOUR** credit card upon **LFOW**'s request and any time the information earlier provided is no longer valid. If payment is not received by **LFOW** from **YOUR** credit card issuer or its agents, **YOU** agree to pay all amounts due upon demand by **LFOW**.

Article 6. MISCELLANEOUS

If **YOU** acquired this **PRODUCT** in the United States, this **EULA** is governed by the laws of the Commonwealth of Pennsylvania.

If this **PRODUCT** was acquired outside the United States, then local laws may apply.

(a) **RESERVATION OF RIGHTS AND OWNERSHIP.** The **PRODUCT** is licensed as a single **PRODUCT**. Its component parts may not be separated, or divided for use by more than one user. **LFOW** reserves all rights not expressly granted to **YOU** in this **EULA**. The **PRODUCT** is licensed, not sold to **YOU**. The **PRODUCT** is protected by copyright and other intellectual property laws and treaties. **LFOW** owns a license or the title, copyright, and other intellectual property rights in the **PRODUCT**.

(b) **LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY.** **YOU** may not reverse engineer, decompile, or disassemble the **PRODUCT**, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

(c) **NO RENTAL/COMMERCIAL HOSTING.** **YOU** may not rent, lease, lend or provide commercial hosting services with the **PRODUCT**.

(d) **NO SOFTWARE PRODUCT TRANSFER.** **YOU** may not assign or otherwise transfer, sell, convey, donate, or will the **PRODUCT** or any of **YOUR** rights hereunder to any third party.

(e) **RESTRICTIONS ON ALTERATION.** **YOU** may not rename, edit or create any derivative works from the **PRODUCT**.

COPYRIGHT. All title and copyrights in and to the **PRODUCT** (including but not limited to any images, text, video incorporated into the **PRODUCT**), the accompanying electronic materials, and any copies of the **PRODUCT** are owned by **LFOW**, or its suppliers. The **PRODUCT** is protected by copyright laws and international treaty provisions. Therefore, **YOU** must treat the **PRODUCT** like any other copyrighted material.

TERMINATION. Without prejudice to any other rights, **LFOW** may terminate this **EULA** if **YOU** fail to comply with the terms and conditions of this **EULA**. In such event, **YOU** must destroy all copies of the **PRODUCT** and all of its component parts.

Article 7. INTELLECTUAL PROPERTY RIGHTS

YOU will not use the **PRODUCT** to violate anyone's copyright, trademark, intellectual property rights, or privacy rights.

By submitting the text material(s) to be used in connection with the **PRODUCT** and/or the **LICENSED MATERIALS**, **YOU** are representing the following:

a) that the text material(s) are not copyrighted or plagiarized, and thereby can be used without any liability or claim(s) for copyright infringement or plagiarism, and **YOU** hereby relinquish all right(s) to the text material(s) to **LFOW** and hereby transfer and assign all rights in the text material(s) to **LFOW**; or

b) if the text materials are copyrighted, that **YOU** are a true and correct owner of the copyrighted text material(s), and thereby **YOU** grant to **LFOW**, the nonexclusive right(s) to create a derivative **PRODUCT** based on the text material(s). Any such Derivative **PRODUCT** shall be owned by **LFOW** and you hereby transfer and assign all rights in the Derivative **PRODUCT** and its components to **LFOW**. Further, **YOU** grant **LFOW** a worldwide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display the text material(s).

All title to, and intellectual property rights in, the **LICENSED MATERIALS** and any related documents are and shall remain owned and/or controlled solely and exclusively by **LFOW**, and/or its **LICENSORS**. **LFOW**, and/or all respective **LICENSORS** reserve all rights in the **LICENSED MATERIALS** not specifically granted to **YOU** under this **EULA**.

Livefaceonweb.com, is dully registered and owned by **LFOW**, its owners, partners, associates, suppliers, and subsidiaries.

Article 8. EXCLUSION OF WARRANTIES

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT **YOU** ARE INSTALLING AND USING THE **LICENSED MATERIALS** AT **YOUR** OWN SOLE RISK. THE **LICENSED MATERIALS** ARE PROVIDED "AS IS" AND WITHOUT WARRANTY, TERM OR CONDITION OF ANY KIND, AND **LFOW**, ITS **LICENSORS** AND EACH OF THEIR LICENSEES, AFFILIATES AND AUTHORIZED REPRESENTATIVES (EACH, A "**LFOW PARTY**") EXPRESSLY DISCLAIM ALL WARRANTIES, TERMS OR CONDITIONS. EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INFRINGEMENT AND FITNESS FOR A GENERAL OR PARTICULAR PURPOSE. NO ORAL, WRITTEN OR ELECTRONIC INFORMATION OR ADVICE GIVEN BY ANY **LFOW PARTY** SHALL CREATE ANY WARRANTY, TERM OR CONDITION WITH RESPECT TO THE **LICENSED MATERIALS** OR OTHERWISE. **LFOW** DOES NOT WARRANT AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS THAT THE **PRODUCT** AND THE **LICENSED MATERIALS** WILL MEET **YOUR** REQUIREMENTS OR THAT THE OPERATION OF THE **PRODUCT** AND THE **LICENSED MATERIALS** AND/OR ITS OR THEIR USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE **PRODUCT** AND THE **LICENSED MATERIALS**, IF ANY, WILL BE CORRECTED. SHOULD THE **LICENSED MATERIALS** PROVE TO BE DEFECTIVE, **YOU** (AND NOT **LFOW**) AGREE TO ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIRS OR CORRECTIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, TERMS OR CONDITIONS IN CERTAIN INSTANCES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO **YOU**. THIS ARTICLE WILL APPLY ONLY WHEN AND

TO THE EXTENT THAT THE APPLICABLE LAW SPECIFICALLY MANDATES LIABILITY, DESPITE THE FOREGOING DISCLAIMER, EXCLUSION AND LIMITATION.

Article 9. LIMITATION OF LIABILITY

IN NO EVENT SHALL **LFOW**, OR ITS SUPPLIERS, ASSOCIATES, OR SUBSIDIARIES SHALL BE LIABLE FOR ANY LOSS OR DAMAGE(S), PERFORMANCE, OR NONE PERFORMANCE, EITHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE, ARISING OUT OF THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, TERM OR CONDITION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY MISREPRESENTATION, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE OR ANY OTHER LEGAL THEORY ARISING OUT OF, OR RELATED TO, THIS **EULA** OR **YOUR** USE OF ANY OF THE **LICENSED MATERIALS** (SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF USE OF THE **PRODUCT** OR ANY ASSOCIATED EQUIPMENT, DOWN TIME AND USER'S TIME), EVEN IF THE **LFOW**, PARTY CONCERNED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CERTAIN INSTANCES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO **YOU**. THIS ARTICLE WILL NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY DESPITE THE FOREGOING DISCLAIMER, EXCLUSION AND LIMITATION.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. In no event shall **LFOW**, or its suppliers be liable for any 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 this **PRODUCT**, even if **LFOW** has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to **YOU**.

Notwithstanding any damages that **YOU** might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of **LFOW** and any of its suppliers under any provision of this **EULA** and **YOUR** exclusive remedy hereunder shall be limited to the lesser of the actual damages **YOU** incur in reasonable reliance on the **PRODUCT** or **LICENSED MATERIALS** or fifty percent (50%) of the amount actually paid by **YOU** for the **PRODUCT** for the six (6) months immediately prior to the claim for damages. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

Article 10. DAMAGES ARISING OUT OF YOUR ACTIONS

YOU shall defend, indemnify and hold the **LFOW**, its PARTIES, ASSOCIATES, SUPPLIERS, AND SUBSIDIARIES harmless from and against any and all liabilities, damages, costs, expenses or losses arising out of or in connection with **YOUR** use or nonuse of the **LICENSED MATERIALS**, **YOUR** acts, any material or information provided by **YOU**, **YOUR** violation of any applicable laws or regulations or of any rights of another, and/or **YOUR** breach of any provision of this **EULA**.

Article 11. EXPIRATION AND TERMINATION

(a) The rights granted to **YOU** hereunder to use the **PRODUCT** are conditioned upon **YOUR** continued possession of, and **YOUR** continued right under a license from **LFOW**, to use, the electronically transferred content and/or physical CD/DVD that **YOU** purchased. In the event that **YOU** no longer possess or have the right under such license to use the electronically transferred content and/or physical CD/DVD, **YOUR** rights hereunder to use the **PRODUCT** shall expire immediately, without notice from **LFOW**.

(b) Without prejudice to any other rights **LFOW**, or any **LFOW**, PARTY may have hereunder, the term of this **EULA** shall terminate immediately, without notice from **LFOW**, and all rights **YOU** may have hereunder to use the **LICENSED MATERIALS** shall be immediately revoked, in the event that **YOU**: (I) fail to comply with any provision of this **EULA**, (II) fail to make any payment due to **LFOW**, (III) fail to install an update of the electronically transferred content and/or physical CD/DVD that was previously provided to **YOU** by **LFOW** within the time specified, or (IV) file a voluntary petition or are subject to an involuntary petition under applicable bankruptcy laws, are declared insolvent, make an assignment for the benefit of creditors, or are served with a writ of attachment, writ of execution, garnishment or other legal process pertaining to any of **YOUR** assets or property.

(c) Upon the expiration or termination of this **EULA**, **YOU** shall immediately remove all of the **LICENSED MATERIALS** from computer (**WEB SERVER**) system and delete or destroy them, along with any related documentation (and any copies thereof) that **YOU** may have received or otherwise may possess.

(d) Articles 7 (Intellectual Property Rights), 8 (Exclusion of Warranties), 9 (Limitation of Liability), 10 (Damages Arising Out Of **YOUR** Actions), 11 (Expiration and Termination), 12 (Governing Law and Waiver of Trial By Jury), and 13 (General) shall survive and remain in full force and effect following the expiration or termination of this **EULA**.

(e) To the extent relevant under applicable law, **YOU** and **LFOW** each agree, for the effectiveness of the termination clauses under this **EULA**, to waive any provisions, procedures and operation of any applicable law that might otherwise require judicial approval or a court order in order to effect the termination of this **EULA**.

Article 12. GOVERNING LAW AND WAIVER OF TRIAL BY JURY

(a) THE VALIDITY, INTERPRETATION AND LEGAL EFFECT OF THIS **EULA** SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.

(b) **YOU** HEREBY WAIVE ALL RIGHTS AND/OR ENTITLEMENT TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT ARISES OUT OF OR RELATES IN ANY WAY TO THIS **EULA** OR THE **PRODUCT**.

(c) **YOU** HEREBY AGREE ON BEHALF OF YOURSELF AND ANY PERSON CLAIMING BY OR THROUGH **YOU** THAT THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE FOR ANY LITIGATION ARISING FROM OR RELATING TO THIS **EULA** OR THE SUBJECT MATTER HEREOF SHALL BE AN APPROPRIATE FEDERAL OR STATE COURT LOCATED IN THE COMMONWEALTH OF PENNSYLVANIA.

Article 13. GENERAL

If any provision of this **EULA** is subsequently held to be invalid or unenforceable by any court or other authority, such invalidity or unenforceability shall in no way affect the validity or enforceability of any other provision of this **EULA**. This **EULA** shall be binding upon the parties' authorized successors and assignees. Neither party's waiver of any breach or failure to enforce any of the provision of this **EULA** at any time shall in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance with every other provision. No modification of this **EULA** shall be effective unless it is set forth in a writing signed or authorized by **LFOW**.

The headings of the sections of this **EULA** are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this **EULA**.

No action, regardless of form, arising out of or relating to this **EULA** or the subject matter hereof may be brought by Licensee more than three (3) months after the cause of action has initially arisen.