

LICENSE AGREEMENT
No / 2009

Concluded on 2009 between:

Poeware Sp. z o.o.
ul. Lwowska 11, 55-200 Oława
registered in the District Court for Wrocław Fabryczna,
6th Division of the National Court Register under number KRS 0000216936,
NIP 912-17-82-928
represented by
Justyna Kuls - Sales Specialist

based in Wrocław
ul. Zielonego Dębu 6
51-621 Wrocław
hereinafter referred to as "Licensor"

and:

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represented by:

hereinafter referred to as " Licensee"

follows:

This License Agreement is a legally binding contract between Licensee and Licensor.

§ 1
OBJECT OF THE CONTRACT

The subject of the contract is to provide the following services to the licensee:

- enabling online ordering of photographic prints and other derived photographic products over an Internet platform,
- temporary storage of photos and orders in the server of the Licensor,
- transmission of incoming orders to the Licensee laboratory,
- providing all the necessary information related to incoming customer orders.

The service will be implemented by the installation and execution of the e-photolab Order Manager in the laboratory of the Licensee. The full version of e-photolab Order Manager, which is part of the agreement, contains the subscription package e-photolab Pro (or Light, depending on the selection by the Licensee), consisting of the following modules:

1. Prints
2. Enlargements
3. Large formats (PRO only)
4. 4000 pictures gallery (2000 in Light)
5. Local Kiosks (PRO only)
6. Online Payments
7. Photo gifts (PRO only)
8. Multilingual (PRO only)
9. Module to configure the cost of shipping
10. Reporting Module (PRO only)
11. Advanced graphical customization module including 4 skins to choose from.

The Licensor declares that as the owner of copyrights to the program Order e-photolab Manager, has the exclusive right to license the use of this program.

§ 2
GENERAL CONDITIONS

1. The Licensor grants to the Licensee the right to use the e-photolab Order Manager in only one laboratory. A laboratory in this context is defined by the business local served by a single minilab machine.
2. In order to implement this agreement the Licensor will allow the Licensee to download a copy of the e-photolab Order Manager.
3. The Licensee has the right to install the e-photolab Order Manager at only one service point (one laboratory).

4. The software is licensed, not sold. The Licensee is not entitled to sublicense to third parties.
5. The Licensor keeps the power to control that the program is used by the Licensee according to the terms of this license agreement. Such control is conducted in a manner that does not distort the normal activities of the Licensee.
6. The reporting system available from e-photolab's administration panel (Pro subscription) is accepted by both parties as the official source of information regarding the details of contracts and the income obtained through e-photolab.
7. The Licensor provides the e-photolab Order Manager simply as software. The Licensee shall install this software in the Licensee's laboratory on a computer provided by the Licensee. This Agreement does not establish any liability of the Licensor due to the malfunctioning of the Licensee's equipment due to improper use of the software, bad quality of the Internet connection, faulty software in the laboratory, machine failure, etc.
8. The Licensor reserves the right to change the amount of the subscription in the future when justified by a change in the market situation (inflation, etc.). In any case a change to the amount of the subscription of more than 10% per year requires an addendum to this contract.
9. Reverse-engineering or any other measures that may lead to the modification of the software, or learning the techniques used in the program, constitute a breach of this License Agreement and may constitute the basis for an immediate termination of this contract by the Licensor.
10. In order to launch the service, the Licensee shall acquire an Internet domain (a web address) and point it to the IP address indicated by the Licensor.

§ 3 TERMS OF PAYMENT

The right to use the software which is the subject of this Agreement is granted to the Licensee only after the payment of the first license fee.

All payments must be realized to the following bank account of the Licensor:

SWIFT CODE: PKOPPLPW
IBAN: PL69 1240 6814 1978 0000 4938 9375
PEKAO S.A.
Rynek 1
50-106 Wrocław

§ 4
LICENSE FEE

1. The Licensee shall pay to the licensor a license fee of £79 (£59 for Light) for each month in advance on the basis of invoices issued by the Licensor.
2. In case of services initiated in the middle of the month, the fee for the first month of use will be reduced proportionally.
3. Invoices for the license fee will be sent via post mail or via e-mail. To this end, the Licensee agrees to notify the Licensor of any change of post/e-mail address.
4. The Licensee shall make the payment within a week of reception of the invoice. A reminder will be sent to the Licensee in case no payment is made. If the invoice is not paid within a week of reception of the reminder, the service will be suspended. The lack of payment within two weeks after the suspension of the service will result in the termination of this contract.
5. Upon resumption of a service that has been previously suspended due to lack of payment, the Licensee might be charged a reconnection fee up to thrice the amount of the unpaid invoices.

§ 5
WARRANTY

The Licensor will make every effort to provide the software without defects that seriously disturb the normal working of the service.

The Licensor might upgrade the software at any given time in order to remove software defects.

§ 6
TECHNICAL SERVICE

1. The Licensor shall provide technical support related to the proper functioning of the e-photolab service. Support is provided through telephone consultation to 020 8816 8332 (in the UK) or +48 71 33 56 300 (in Poland) from Monday to Friday, from 9.00 a.m. to 4.00 p.m CET. Additionally, inside or outside service hours, application problems will be accepted electronically at info@poeware.com.

2. Technical support for software defects that seriously disturb the normal working of the service is provided free of charge. Other types of technical support, including changes to the application configuration, and correction of errors resulting from non-compliance by the Licensee with the points contained in the user manual are only free of charge the first month of operation. Afterwards the cost of one hour of technical support is £25.

§ 7 TERMINATION

1. The Licensor grants the license to the Licensee while this License Agreement remains in force and is not terminated by any of the Parties.
2. The Licensor shall have the right to terminate this License Agreement or suspend the service in case of breach of contract by the Licensee. The Licensee shall have the right to terminate this License Agreement in case of breach of contract by the Licensor.
3. Both the Licensee and the Licensor may discretionary terminate the contract with a notice of one month counting from the end of the month. Such a decision together with its motivation shall be submitted to the other Party in written form, either by fax, registered mail or e-mail.

§ 8 CONFIDENTIALITY

1. Both parties are obliged to keep confidential all documents and information related to this License Agreement.
2. Both parties undertake to preserve the other party's secrets, which came into their possession at the time of the execution of this Agreement.
4. The Licensor assumes the legal responsibility for the data stored in the Licensor servers, including all the details concerning the orders placed by customers of the Licensee.

§ 9 FINAL DISPOSITIONS

1. The Licensor grants a license for the software in the state in which it is transferred to the Licensee, and do not bear any responsibility for its improper use, or for any damages caused by it.

2. Changes and additions made by the Parties in connection with this Agreement shall be made in writing and signed by each Party.
3. Any notice in connection with this Agreement must be given in written form by fax, registered mail or e-mail. In the case of a change of post or e-mail address for correspondence, the parties commit themselves to a prior notice in written form within 7 working days from the date of the change of address. Otherwise any notice sent to the previous address will be deemed received.
4. This contract is the only Agreement binding both parties. Any previous Agreement between the Parties is deemed terminated by both parties.

The Licensee declares being familiar with the terms of this License Agreement. By installing the e-photolab Order Manager, and by making use of it, the Licensee is accepting this License Agreement without any reservations.

Licensee

Licensor

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