

Camera Bits, Inc.
Photo Mechanic End User License Agreement
Limited Warranty

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Any upgrades, updates, and/or supplements to Photo Mechanic are made available at the discretion of Camera Bits, and may be provided, at Camera Bits discretion, with or without charge.

Intellectual Property Rights. Photo Mechanic and any copy of Photo Mechanic is the intellectual property of Camera Bits. The source code of Photo Mechanic is a valuable trade secret and is confidential information to Camera Bits.

All right, title, and interest to and in the intellectual property rights in any content displayed or accessed by you through the use of Photo Mechanic belongs to the respective intellectual property owner, and may be subject to the terms of use of such owner. This Agreement does not grant you any right, title, or interest to or in such intellectual property.

Use and Restrictions.

Single User License. This is a single-user Agreement, and allows you to install Photo Mechanic on up to two machines (for example: a computer at work, and a laptop) as long as each machine is owned by you and you are the only one with access to Photo Mechanic.

Restrictions on Use. You may not: (1) modify, translate, adapt, or create derivative works based on, Photo Mechanic; (2) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of Photo Mechanic (except and only to the extent that you may be permitted under applicable law to decompile only in order to achieve interoperability with the Photo Mechanic); (3) sublicense, rent, assign, lease, or otherwise transfer all or any part of Photo Mechanic; or (4) remove or alter any of Camera Bits' copyright notices or trademarks.

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Results and Effort. You understand and agree that work product and results from use of Photo Mechanic vary, and that performance, accuracy, and/or satisfactory quality are dependent on factors such as the features and quality of your camera or other photo capture device, your effort, your experience and knowledge, and other extraneous factors.

Data, Captioning, and IPTC Information. Photo Mechanic, through its features, allows you to add information and data

to photos such as source data, location data, and other keywords, data, and information ("**User Data**"). You are solely responsible for all User Data that you attach or add to any image file, video file or photo.

Photo Sharing, Uploading, Remote Access

Camera Bits takes no responsibility and assumes no liability for any user conduct or for any User Data made available via Photo Mechanic or any add-on system, feature, or functionality.

Third-Party Systems, Software, and Services. Photo Mechanic references, allows access to, or use of third-party systems, software, and services only as a convenience to you. To the extent that Photo Mechanic contains, or provides access to, any third-party system, software, or service, Photo Mechanic is not endorsing, or making any representations or warranties as to, such system, software or service. Camera Bits is not responsible for anything that such system, software, or services, does or doesn't do, or promise. Use of such systems, software, and services are subject to separate terms and conditions.

Limitation of Liabilities and Remedies. Your sole remedy under this Agreement shall be repair or replacement as provided in the Limited Warranty section below.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CAMERA BITS IS NOT IN ANY EVENT LIABLE OR RESPONSIBLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, COLLATERAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY NATURE WHATSOEVER, RESULTING FROM OR ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR WARRANTY OR CONDITION, USE OF PHOTO MECHANIC, OR UNDER ANY OTHER LEGAL THEORY INCLUDING WITHOUT LIMITATION: (i) LOSS OF USE OF PHOTO MECHANIC OR ANY HARDWARE OR THIRD-PARTY SYSTEM, SOFTWARE, OR SERVICE USED IN CONNECTION WITH PHOTO MECHANIC; (ii) COST OF ANY REPLACEMENT SOFTWARE; (iii) LOST ACTUAL OR ANTICIPATED REVENUE, PROFITS, OR SAVINGS, OR LOSS OF BUSINESS OR LOSS OF OPPORTUNITY; (iv) LOSS OF GOODWILL OR REPUTATION; (v) LOSS OF, DAMAGE TO, COMPROMISE, OR CORRUPTION OF DATA; (vi) DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE; (vii) THIRD-PARTY CLAIMS; (viii) ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY; (ix) AND ANY COSTS OF RECOVERING, PROGRAMMING, OR PRODUCING ANY SYSTEM, SOFTWARE OR DATA USED WITH PHOTO MECHANIC, EVEN IF CAMERA BITS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event will Camera Bits' total cumulative liability to you for all damages or loss exceed the retail price of Photo Mechanic even in the event of a fundamental or material breach of a breach of the fundamental or material terms of this Agreement. Multiple claims will not expand this limitation. Some states, countries, and/or provinces do not allow the exclusion or limitation of incidental or consequential damages so the above limitations or exclusions may not apply to you.

Limited Warranty. The limited warranty in this section ("**Limited Warranty**") gives you specific legal rights, and you may have other rights that vary by country, province, and/or state. Except as permitted by law, Camera Bits does not exclude or limit other rights you may have. To understand your rights, please consult the laws of your country, province, and/or state. To the extent permitted by law, this Limited Warranty and remedies set forth in this section are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, and whether express, implied, or statutory.

What is covered by this Limited Warranty? Camera Bits warrants - to the original purchaser of a valid license to Photo Mechanic, from Camera Bits or an authorized dealer, for use according to the terms and conditions of this Agreement - that Photo Mechanic will operate substantially in accordance with the Photo Mechanic documentation when used on recommended and unmodified operating systems hardware configurations for a period of ninety (90) days from the date of purchase by the original purchaser ("**Warranty Period**").

What is not covered by this Limited Warranty? The Limited Warranty is limited and does not apply to: (1) damage caused by use with another product, good, or equipment; (2) defects or damage caused by misuse, accident (including without limitation collision, fire, liquid or food contact, or other external cause), neglect, abuse, alteration, unusual stress, modification, installation, wiring, or testing, or improper storage; and (3) any other issue not expressly covered. This Limited Warranty extends only to original end-user purchaser and is not assignable or transferable to any subsequent purchaser or user.

What is Camera Bits' obligation in the event of a breach of this Limited Warranty? If during the Warranty Period you submit a valid claim to Camera Bits, your sole and exclusive remedy, and Camera Bits' sole and exclusive responsibility, under this Limited Warranty will be, at Camera Bits' option, to either repair or replace the media disk with a new or reconditioned disk provided the disk is found by Camera Bits to be defective within the terms of this Limited Warranty. Returned defective disks shall become the property of Camera Bits. To obtain

warranty service, subject to the foregoing Limited Warranty, please notify Camera Bits and return the media disk in its original packaging, or in at least equally protective packaging, together with proof of purchase, to the address specified by Camera Bits. Any media disc returned to Camera Bits without proof of purchase will be returned to you at your cost and expense.

Disclaimer Of Warranties. THE FOREGOING LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY CAMERA BITS AND STATES THE SOLE AND EXCLUSIVE REMEDIES FOR A BREACH OF WARRANTY OR CONDITION. PHOTO MECHANIC IS PROVIDED "AS IS", WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND, AND CAMERA BITS DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, WITH RESPECT TO PHOTO MECHANIC, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND NONINFRINGEMENT. CAMERA BITS DOES NOT WARRANT THAT PHOTO MECHANIC WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF PHOTO MECHANIC WILL BE WITHOUT DELAY, ERROR FREE, OR UNINTERRUPTED, THAT ANY BUGS OR DEFECTS IN PHOTO MECHANIC WILL BE CORRECTED, OR THAT PHOTO MECHANIC WILL BE COMPATIBLE WITH YOUR HARDWARE OR WITH THIRD-PARTY SYSTEMS, SOFTWARE, OR SERVICES. IF CAMERA BITS CANNOT LAWFULLY DISCLAIM SUCH WARRANTIES, THEN TO THE EXTENT PERMITTED BY LAW, CAMERA BITS LIMITS THE DURATION OF SUCH WARRANTIES TO THE MINIMUM TIME PERMITTED UNDER SUCH LAW, AND LIMITS THE REMEDIES OF THIS EXPRESS LIMITED WARRANTY TO, AT CAMERA BITS' OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED ABOVE. SOME STATES, COUNTRIES, AND/OR PROVINCES DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY OR CONDITION, AND ACCORDINGLY THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Indemnification. You, at your sole expense, will defend, indemnify and hold Camera Bits and its directors, officers, shareholders, employees, consultants, affiliates and agents (collectively, "**Indemnitees**") harmless from and against any and all actual or threatened suits, actions, proceedings (at law or in equity), claims (groundless or otherwise), damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs, expert witnesses' costs and fees, penalties, interest and disbursements) arising from or relating to any suit, action, or proceeding against any Indemnitees, whether successful or not, caused by, arising out of, resulting from, attributable to or in any way incidental to: (i) any breach by you of this Agreement; and (ii) any User Data.

Termination. This Agreement is perpetual unless terminated according to this Agreement. This Agreement will terminate automatically without notice to you if you fail to comply with any of the terms and conditions of this Agreement. Upon the termination of this Agreement, you agree to stop all use of Photo Mechanic and destroy or return all your copies of the Photo Mechanic software.

Terms and Conditions; Privacy Policy. Use of Camera Bits software and services, including Photo Mechanic, is subject to Camera Bits' Terms and Conditions available at <http://www.camerabits.com/terms> and Camera Bits' Privacy Policy available at <http://www.camerabits.com/privacy>.

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Waiver and Severability. A waiver of any provision of this Agreement by Camera Bits will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision. If a provision of this Agreement is determined to be

unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

Complete Agreement. This Agreement contains the entire understanding of the parties regarding Photo Mechanic and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. This Agreement may be amended only by a written document signed by Camera Bits.

If you have any questions or concerns regarding this Agreement, or if you wish to request any information from Camera Bits, please contact us at support@camerabits.com.

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