

## Interactive Pictures Corporation

READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT CAREFULLY BEFORE YOU PROCEED WITH THE PROGRAM ("PROGRAM"). THE PROGRAM IS COPYRIGHTED AND LICENSED (NOT SOLD) TO YOU AND BY READING AND ACCEPTING THE LICENSE AGREEMENT AND ITS TERMS, YOU ARE AGREEING TO THE TERMS AND CONDITIONS CONTAINED IN IT. IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THE LICENSE AGREEMENT, YOU SHOULD PROMPTLY EXIT OUT OF THIS PROGRAM. THE LICENSE AGREEMENT CONTAINED IN THE NEXT SCREENS REPRESENTS THE ENTIRE AGREEMENT CONCERNING THE PROGRAM BETWEEN YOU AND OMNIVIEW, INC. ("LICENSOR") AND IT SUPERSEDES ANY PRIOR PROPOSAL, REPRESENTATION OR UNDERSTANDING.

1.

**Grant of License.** This License permits you to view the Program end product in machine-readable, object-code form only, of Licensor's computer programs ("Software") which may include "on-line" or electronic documentation on a single computer. You will "use" the Software on a computer when it is loaded into temporary memory (i.e., RAM) or installed into permanent memory (e.g., hard disk, CD-ROM, or other storage device) of that computer, except that a copy installed in a network server for the sole purpose of distribution to other computers is not "in use" unless only one person can view the Program at a time.

2.

**Copyright.** The Software (including any images, "applets", photographs, animations, video, audio, music, or text incorporated into the Software or Program, is owned by Licensor or its successors or assigns and is protected by United States copyright laws, patent laws, and international treaty provisions. Therefore, you must treat the Software like any other copyrighted material. You may not copy the Software or use it in any commercial manner.

3.

**Other Restrictions.** You may not rent or lease the Software or Program. If you download the "viewer" portion of the Software or any other part of the Software or Program, you are entitled to use it on your own personal computer but you are not entitled to loan, rent, lease, give, sublicense, or otherwise transfer it (or any copy) to any other person and you are not entitled to use it for commercial purposes, or use it singly or in any joint venture, partnership arrangement, or any other arrangement involving the Software or Program (i) with any competitor of Discovery Communications, (ii) with any CD-ROM application whatsoever, (iii) for the reproduction of images of apartment complexes, condominiums, or timeshares. You may not reverse engineer, decompile, or disassemble the Software, except to the extent such foregoing restrictions are expressly prohibited by applicable law. If you accept these terms and wish to continue reviewing the License, please click on "Accept and Continue" below.

4.

**Limited Warranty and Disclaimer of Warranty.** Licensor warrants that the Software and Program, when properly used in accordance with the documentation contained on-line, will operate in substantial conformity with the description of the Software and Program set forth therein. Licensor does not warrant that the Software or Program will meet your requirements or that the operation of the Software or Program will be uninterrupted or error free. The warranty and implied warranties on the Software and Program are limited to ninety (90) days. Some states/jurisdictions do not allow limitations on duration of implied warranties, so the above limitation may not apply to you. The limited warranties set forth above should not apply to any Software which Licensor determines in good faith has been subject to misuse, neglect, improper installation, repair, alteration or damage by you.

**NO OTHER WARRANTIES.** To the maximum extent permitted by applicable law, Licensor and its suppliers disclaim all other warranties, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with regard to the Software or Program and any other accompanying materials. This limited warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction.

**NO LIABILITY FOR CONSEQUENTIAL DAMAGES.** To the maximum extent permitted by applicable law, in no event shall Licensor 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 Software or Program, even if Licensor has been advised of the possibility of such damages. Some states do not allow the limitation or exclusion or liability for incidental or consequential damages, so the above limitation and exclusion may not apply to you.

5.

Trademark. The word "PhotoBubble(TM)" and "IPIX(TM)" are trademarks of Licensor. No right, license or interest to this or any other trademark of Licensor is granted hereunder and you agree that no such right, license or interest shall be asserted by you.

6.

Termination. This License will terminate automatically if you fail to comply with the terms and conditions set forth above.

7.

Additional Provisions. Because it is impossible for Licensor to know the purpose for which you acquired the Software or Program or the use to which you will put it, you assume full responsibility for the selection of the Software or Program for its use and the results of that use. Should you have any questions concerning this License, you may contact the Licensor below. The Software and Program and accompanying materials are commercial computer software provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the government is subject to restrictions as set forth in (a) this Agreement pursuant to DFARS 227.7202-3(a); (b) subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013; or (c) the Commercial Computer Software Restricted Rights clause at FAR 52.227-19 subdivision (c)(1) and (2), as applicable. Contractor\ manufacturer is Interactive Pictures Corp.

Interactive Pictures Corporation

Telephone: 423-482-3000  
1009 Commerce Park Drive

Telecopier: 423-482-5447  
Oak Ridge, Tennessee 37830

E-Mail: [webmaster@IPIX.com](mailto:webmaster@IPIX.com)

By clicking on the "Accept" button below, you agree to be bound by the terms and conditions of this License Agreement.