

LICENSE AGREEMENT
PLEASE READ CAREFULLY!

1. Grant of License. Nova Development ("Nova Development") hereby grants you (either an individual person or a single legal entity) a non-exclusive license to use the Art Explosion® Scrapbook Factory® and MemoriesOnTV™ software and related documentation (collectively, the "Software") solely in accordance with the terms and conditions of this license agreement ("License"). This License sets forth your rights and responsibilities and other terms and conditions that relate to your use of the Software. Before you use the Software, please read this License as carefully as you would read any other legal document. If you do not agree with all of the terms and conditions of this License, do not use the Software and return it within 90 days of purchase in accordance with the procedure set forth in the Money Back Guarantee section below for a full refund. Your installation or use of the Software means that you have read and agree to all of the terms and conditions of this License.

2. Reservation of Rights. Nova Development hereby reserves all rights not expressly granted by this License. Nothing in this License constitutes a sale or grant of any ownership rights in or to the Software.

3. Permitted Use. You may install and/or use one copy of the Software on a single computer. You may make a second copy of the Software to install and/or use on a portable computer for the exclusive use of the primary user of the first copy of the Software. If the original media is required to use the Software, you may make one copy of the Software for archival or "back up" purposes. The Software may not be shared or used concurrently on different computers. You should contact Nova Development to obtain a site license if you need to use the Software simultaneously on multiple computers or a network.

4. Prohibited Use. You may not use the Software except as expressly permitted by this License. For example, you may not: (i) copy or reproduce any part of the Software, except as permitted by law or Section 3 of this License; (ii) sublicense, copy, lend, lease, rent, transfer or otherwise make any part of the Software available to any third party, except in accordance with Section 10 of this License; (iii) decompile, reverse-engineer or disassemble the Software or otherwise attempt to obtain the source code of the Software; (iv) alter, translate, adapt or modify the Software in any way; or (v) remove or alter the copyright or trademark notices on the Software.

5. Use of Content. You may use the content (the "Content") included in the Software only for your personal, noncommercial use, as may be further described in the documentation for the Software. Further, the images, photographs, animations, video, audio, music, text, "applets", and all other Content included in the MemoriesOnTV portion of the Software may only be used to create slideshows. You may not use the Content for any other purpose whatsoever. For example and without limitation, you may not: (i) permit any third party to use or access the Content, to make products or otherwise; (ii) sell or otherwise commercially distribute products created using the

Content; (iii) sell or distribute (commercially or otherwise) the Content as stand-alone images or clip art, or in graphics catalogs, design books, compilations, collections, templates, designs, stock engravings or the like; or (iv) distribute or make available electronic copies of the Content to third parties in any manner, including without limitation, via the Internet, on any tangible media or by broadcast. Slideshows, including any Content which may be incorporated into the slideshows, created using the MemoriesOnTV portion of the Software are not subject to the terms of Section 5(iv).

6. Responsibility For Use Of Content. You are completely responsible for your use of the Content. You may only use the Content responsibly, in a manner consistent with the exercise of good judgment. For example, and without limitation, you may not use the Content in any manner that: (i) infringes the copyright, trademark, patent, trade secret, right of publicity or any other right of a third party; (ii) is or may be libelous, defamatory or slanderous; (iii) denigrates or offends any ethnic, racial, sexual or religious group, or persons who are physically or mentally challenged; (iv) is designed to or will harass, threaten, defame or abuse others; (v) exploits images or the likeness of individuals under 18 years of age; or (vi) characterizes any other unlawful activity as acceptable, glamorous or desirable.

7. Third-Party Intellectual Property. Certain portions of the Content may consist of the copyrights, trademarks, service marks, trade names or other intellectual property of third parties. These portions of the Content are provided for the convenience of certain users of the Software who are expressly authorized to use them by their owners. You may not use any third-party intellectual property without their express authorization.

8. U.S. Government Restricted Rights. The Software is licensed to the U.S. Government with RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 and the Commercial Computer Software clause at 48 CFR 52.227-19, as applicable. Contractor/manufacturer is Nova Development, 23801 Calabasas Road, Suite 2005, Calabasas, California 91302.

9. Export Restrictions. You are responsible for complying with all foreign and domestic laws and trade regulations. The Software and its underlying information and technology may be not downloaded or otherwise exported or re-exported: (i) into Cuba, Libya, Sudan, North Korea, Iran, Syria, or any other country subject to a U.S. embargo, or to any national or resident of any of these countries or (ii) to any person or entity on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List or Entities List. By using the Software you agree to the foregoing and represent and warrant that: (i) no U.S. federal agency has suspended, revoked or denied your export privileges; (ii) you are not located in any such country or under the control of a national or resident of any such country or on any such list; and (iii) you will not export or re-export the Software to any prohibited country or to any prohibited person, entity or end-user as specified by U.S. export controls.

10. Assignment. You may only assign the Software to another party if that party takes the Software subject to all of the terms and conditions of this License. If you assign the Software, you may not use the Software or retain any copies of it in any format whatsoever and all of your rights under this License will immediately terminate.

11. Term. The term of this License with you will continue until you assign the Software in accordance with Section 10 or you breach any term of this License.

12. Money-Back Guarantee. Without limiting any of the provisions of Sections 13 through 16, if for any reason you are not satisfied with the Software you may return it in its original condition within 90 days of purchase for a full refund. If the store where you purchased the Software does not support this money-back guarantee, you may return the Software directly to Nova Development. Call Nova Development at the phone number listed on the back cover of your User Manual to obtain a return authorization number. Then send the Software, along with the original store receipt, to the address you are given when you call Nova Development. Nova Development cannot accept returns without prior authorization.

13. LIMITED WARRANTY. NOVA DEVELOPMENT ONLY WARRANTS THAT THE SOFTWARE WILL BE FREE FROM MATERIAL DEFECTS FOR A PERIOD OF 90 DAYS FOLLOWING ITS PURCHASE. IF A MATERIAL DEFECT OCCURS WITHIN 90 DAYS, YOU MAY RETURN THE SOFTWARE TO NOVA DEVELOPMENT FOR A FREE REPLACEMENT. EXCEPT FOR ANY ADDITIONAL RIGHTS THAT MAY EXIST IN YOUR JURISDICTION, THE FOREGOING REMEDY IS YOUR SOLE REMEDY FOR NOVA DEVELOPMENT'S BREACH OF THIS WARRANTY.

14. DISCLAIMER. WITH THE EXCEPTION OF THE FOREGOING EXPRESS WARRANTY, THE SOFTWARE IS LICENSED TO YOU "AS IS." NEITHER NOVA DEVELOPMENT NOR ITS LICENSORS REPRESENT OR WARRANT THAT THE SOFTWARE, ITS USE OR THE WORK PRODUCT PRODUCED USING THE SOFTWARE: (i) WILL BE UNINTERRUPTED OR FREE OF INACCURACIES OR ERRORS; (ii) WILL MEET YOUR REQUIREMENTS; OR (iii) WILL OPERATE IN THE CONFIGURATION OR WITH THE HARDWARE OR OTHER SOFTWARE YOU MAY SELECT. NOVA DEVELOPMENT AND ITS LICENSORS HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.

15. EXCLUSION. NEITHER NOVA DEVELOPMENT NOR ITS LICENSORS WILL BE LIABLE TO YOU OR ANYONE ELSE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO OR CONNECTED WITH THE USE OF THE SOFTWARE, REGARDLESS OF THE NATURE OF THE CLAIM, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. LIMITATION. IN NO EVENT WILL NOVA DEVELOPMENT AND ITS LICENSORS' TOTAL LIABILITY FOR DAMAGES ARISING FROM, RELATING TO OR CONNECTED WITH THIS LICENSE OR THE SOFTWARE EVER EXCEED THE PRICE YOU HAVE PAID FOR THE SOFTWARE, REGARDLESS OF THE NATURE OF THE CLAIM.

17. APPLICABILITY OF EXCLUSIONS AND LIMITATIONS. SOME JURISDICTIONS MAY NOT PERMIT CERTAIN OF THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS LICENSE, IN WHICH CASE THEY MAY NOT APPLY TO YOU.

18. Miscellaneous. This License is governed by the law of California applicable to contracts entered into and performed entirely within California irrespective of its conflict of laws principles. Any action arising under, relating to or connected with this License or the use of the Software will be filed only in an appropriate court located in Los Angeles County, California, and the parties irrevocably consent and submit to the exclusive personal jurisdiction of such courts for such purposes. The Section titles in this License are for convenience only and will not be deemed to affect the provisions of the Sections. No waiver, amendment, supplementation or modification of any provision of this License will be effective, except pursuant to a written instrument signed by both parties. Any valid waiver made hereunder will only apply to the subject matter expressly set forth in such waiver. In the event that any portion of this License is held invalid or unenforceable, such portion will be deemed modified so as to make it valid and enforceable, consistent with the parties' intentions or if it cannot be so modified, will be deemed stricken, with the remaining portions of this License to remain in full force and effect. This License constitutes the entire understanding and agreement, and supersedes any and all prior or contemporaneous representations, understandings and agreements, between the parties with respect to the subject matter of this License. Nothing contained in this License will be deemed to create a joint venture or partnership between you and Nova Development, or to create any third party rights. This License is binding on and made for the benefit of the parties and their successors and permitted assigns. The prevailing party in any action or proceeding arising under, relating to or connected with this License shall be entitled to recover from the other party the reasonable attorneys fees and costs incurred in such action or proceeding.

Rev042307