

LASER 'CLIP-ART' - SOFTWARE LICENSE AGREEMENT

BETWEEN

LASER F/X INTERNATIONAL, 104-57 Mericourt Road, Hamilton, Ontario,
Canada L8S 2N5 905-630-8001 info@laserfx.com

Hereinafter LASER F/X

- AND -

Company/Persons Name: _____

Address: _____

Phone: _____ E-Mail: _____

Hereinafter CUSTOMER

PLACE OF AGREEMENT:- Hamilton, Canada

WHEREAS LASER F/X has a library of laser 'clip-art' frames and animations, (hereinafter referred to as CLIP-ART); and whereas CUSTOMER wishes to make use of certain CLIP-ART; accordingly the parties hereto agree as follows:-

- 1/ LASER F/X shall provide to CUSTOMER, CLIP-ART of the CUSTOMER's choice from the available LASER F/X clip art collections.
- 2/ LASER F/X retains ownership of the CLIP-ART frames at all times; CUSTOMER is only purchasing the right to use frames in CUSTOMER's laser shows and CUSTOMER shall have no right of property in the CLIP-ART.
- 3/ This agreement shall continue in effect for as long as CUSTOMER has the CLIP-ART in their possession or until CUSTOMER returns all CLIP-ART to LASER F/X and certifies they have erased all copies.
- 4/ LASER F/X makes no representation or warrantee as to the suitability of the CLIP-ART for any particular purpose or show.
- 5/ LASER F/X provides CLIP-ART from our public library in ILDA format unless CUSTOMER requests another format. LASER F/X recommends that you copy the CLIP-ART onto you system and re-save it into your library in your system's principal format. The distribution disk(s) should be kept write protected and in a safe place.

CUSTOMER has permission to make only ONE back-up copy of the distribution disk(s) and/or ONE back-up copy of your hard drive(s).

6/ CUSTOMER indicates by initialing below that they have licensed the use of the frames for:-

_____a] SINGLE SYSTEM USE applies if you have one (1) laser projection/graphics system and will use the frames only on that one system and only for your own shows. **CLIP-ART MAY NOT BE RE-SOLD, TRADED OR DISTRIBUTED IN ANY WAY.**

_____b] FIVE SYSTEM USE applies if you have up to five (5) laser projection/graphics system and will use the frames only on those systems and only for your own shows. **CLIP-ART MAY NOT BE RE-SOLD, TRADED OR DISTRIBUTED IN ANY WAY.**

7/ LASER F/X has created all of the CLIP-ART in our public library and holds the copyright on the frames. CUSTOMER agrees not to remove any copyright notice or any other information that may be included in the 'frame notes' of the CLIP-ART.

8/ If CUSTOMER uses any LASER F/X frames in a show, which is submitted for an award of any kind, CUSTOMER must acknowledge LASER F/X as the frame creator. (E.G., If you create an entertainment module using some of our CLIP-ART, then enter it into the ILDA (or other) awards, you MUST list LASER F/X INTERNATIONAL under "digitising" or "artwork" [along with anyone else who created frames in your submission].)

9/ CARTOON CHARACTERS: LASER F/X contends that the cartoon character CLIP-ART selections in our library are representations of popular cartoons and not exact copies, thus (in our opinion) they do not violate copyright.

10/ COPYRIGHT CLEARANCE: It is YOUR responsibility to determine the copyright situation in your jurisdiction regarding the use and possession of any particular CLIP-ART animation. LASER F/X does NOT offer or give any kind of copyright clearance on it's CLIP-ART. You agree to save LASER F/X harmless from any and all legal actions relating to your use and possession of our CLIP-ART.

11/ WARRANTY:- The CLIP-ART was in working order when copied onto the disk(s) or transmitted by Internet. This warrantee is limited to replacing defective CLIP-ART with exactly the same working CLIP-ART. CUSTOMER shall pay the cost of returning the damaged original disk(s) to LASER F/X and the cost of shipping the replacement(s).

12/ Copying software or use on multiple systems is piracy and is illegal in all jurisdictions! In the event that CUSTOMER breeches any of the terms of this agreement,

LASER F/X shall require CUSTOMER to return (at CUSTOMER's expense) any and all CLIP-ART supplied to CUSTOMER. LASER F/X shall require CUSTOMER to delete any and all LASER F/X CLIP-ART from CUSTOMER's system(s); and shall have the right to any other legal recourse and punitive damages available.

13/ In the case of a dispute between the parties to this agreement, the dispute shall be settled by arbitration and the prevailing party shall be entitled to reasonable costs and lawyer's fees incurred in the arbitration.

14/ The parties agree that this constitutes the entire agreement between the parties and there are no other agreements, representations, warranties or conditions other than those set out in this agreement.

15/ By signing below, CUSTOMER agrees to abide by the terms and conditions as set out herein:-

DATE:- _____

CUSTOMER NAME (Please Print): _____

AUTHORISED SIGNATURE: _____