

LIFEPICS DEVELOPER AGREEMENT

The following terms and conditions (collectively, the "Terms") govern your use and license of any and all data, text, software, sample application code, code libraries, developer portal access, the Developer Program, Developer Keys, SDK, the LifePics API the Developer Website, tools, developer keys, documents, software and any other materials or Items offered by LifePics, Inc. ("LifePics") to you (collectively, the "Service"). Your continued use of the SDK and the Service shall also constitute assent to these Terms. If the Terms set out herein are considered an offer, acceptance is expressly limited to these Terms.

1. DEFINITIONS.

In this Agreement the following definitions apply:

- a. "Affiliate" means any legal entity that owns, is owned by, or is commonly owned with a party. "Own" means more than 50% ownership or the right to direct the management of the entity.
- b. "Application" means any application created or used by Developer under this Agreement, including but not limited to Mobile Applications as defined herein
- c. "Developer" means a party that has accepted this agreement and is considered a part of the Developer Program.
- d. "Developer Account" means an account with a user name and password that provides access to Developer Keys, the Service and a future a Developer Website.
- e. "Developer Keys" means one or more keys provided by LifePics under this Agreement to Licensee providing Licensee access to the LifePics Service .
- g. "Developer Website" means a website currently available at www.lifepics.com through which Licensees may access information and receive communications from LifePics relating to the Services, which any other website identified to Licensee in writing (including email) by Lifepics.
- h. "Documentation" means the Developer Website and any documents available on the Developer Website, and such other materials and information LifePics makes available to LifePics from time to time.
- i. "End User" means a person or entity utilizing the Application.
- j. "Licensee" means you or your corporate entity.
- k. "LifePics API" means the Application Programming Interface that used to access the LifePics Service.
- l. "Marks" means the trademarks, logos, icons, short and long product descriptions, Application titles, In-App Product names, and screenshots you provide to LifePics in connection with the submission of your Applications or In-App Products for the Developer Program.

m. "Net Receipts" means the gross revenue for the sale of a Product using the Developer's Application and the LifePics Service, less: (a) any taxes incurred in connection with such sales other than income taxes payable by LifePics; (b) returns and allowances; (c) credits, discounts, and refunds actually issued by LifePics, including but not limited to any discounts or promotions issued to End Users; (d) shipping and handling fees; and (e) any applicable rebate programs for applicable Product; and (f) credit card processing and/or transaction fees; (g) any fraudulent transactions; (h) any Product orders rejected by LifePics at its sole discretion.

m. "Service" has the meaning set forth in the first paragraph or preamble to this Agreement.

n. "Purchaser" means any End User of an Application that places an order through the LifePics Service and for which the Developer may be eligible for Revenue Share.

o. "Mobile Application" means a software application which runs on a mobile device or tablet.

p. "Revenue Share" means the funds owed to a Payout Eligible Licensee based on a percentage commission of Net Receipts for sale of a Product to an End User through an Application using the LifePics Service. The percentage commission may vary by the type Product being sold as set forth in Schedule 1 attached hereto, which may be updated from time to time by LifePics at its sole discretion.

r. "Payout Eligible" means a Licensee that has accepted these Terms and has provided a correctly completed tax document which have been verified.

s. "Payout Threshold" means \$100.00 USD.

t. "Product" means a physical good ordered through a Licensee's Application utilizing the Service. .

t. "SDK" means the software development kit owned by LifePics and downloaded by the Licensees from the Developer Website or a LifePics authorized third party website.

u. "USD" means United States Dollar.

2. DEVELOPER ACCOUNT.

Licensee is required to open an Developer Account, in accordance with the LifePics payment policies set forth in the Documentation to request Developer Keys for use of the LifePics Service. LifePics may use the contact information Licensee provides with Licensee's Developer Account to send Licensee newsletters and information regarding events, contests, promotions, and the like related to the LifePics Service. Licensee is solely responsible for ensuring that Licensee's contact information associated with Licensee's Developer Account remains up to date and current. Only Licensee may use Licensee's Developer Account, and Licensee is responsible for all activity that takes place with its Developer Account and the Developer Keys. Licensee may not share its user name and password, Developer Keys, or otherwise authorize any third party to access or use the Developer Program on your behalf. Licensee must keep its account in good standing, which includes, without limit, complying with this Agreement, keeping its information current, and providing only true, complete and accurate information in

connection with its Developer Account and any associated Accounts. LifePics may verify the information you submit, which may include providing Licensee information to third party verification services. Failure to keep Licensee's Developer Account in good standing may, among other things, result in possible revocation of the Developer Account and the removal of access to any associated Developer Keys.

2. GRANT OF LICENSE TO SDK.

Subject to Licensee's full compliance with all of these Terms, LifePics grants Licensee a non-exclusive, revocable, nonsublicensable, nontransferable license to download and use the SDK within an Application to access data from the SDK in connection with such application, and to utilize the Service. Licensee may not install or use the SDK or use the Developer Keys for any other purpose without LifePics' prior written consent.

Licensee shall not use the Service (including without limitation the SDK and/or the Developer Keys) in connection with or to promote any products, services, or materials that constitute, promote or are used primarily for the purpose of dealing in: spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking/surveillance/interception/descrambling equipment, libelous, defamatory, obscene, pornographic, abusive or otherwise offensive content, , government IDs, police items, gambling, professional services regulated by state licensing regimes, non-transferable items such as airline tickets or event tickets, weapons and accessories and any other goods, services or items in breach of applicable law.

3. BRANDING.

Licensee agrees to the following: (a) it may not otherwise use the LifePics logo without prior written permission from LifePics; and (b) any use of the LifePics logo in conjunction with Licensee's Application or website shall be less prominent than the logo or mark that primarily describes the Licensee application or website, and Licensee's use of the LifePics logo shall not imply any endorsement of the Licensee application or website by LifePics.

4. PROPRIETARY RIGHTS.

As between LifePics and Licensee, the Service (including, without limitation the SDK) and all intellectual property rights in and to the Service are and shall at all times remain the sole and exclusive property of LifePics and are protected by applicable intellectual property laws and treaties. Except for the limited license expressly granted herein, no other license is granted, no other use is permitted and LifePics (and its licensors) shall retain all right, title and interest in and to the SDK, the LifePics logos, and any 3rd party logos remain the property of those parties. For the avoidance of doubt, Licensee is not granted any rights in third party intellectual property, including patents, trademarks, logos, copyrights or other proprietary rights in this Agreement.

5. OTHER RESTRICTIONS.

Except as expressly and unambiguously authorized under these Terms, Licensee may not (i) copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer or decompile (except to the limited extent expressly authorized by applicable statutory law), modify or alter any part of the Service (including, without limitation, the SDK) without the prior written consent of LifePics; (ii) otherwise use the SDK on behalf of any third party; (iii) enable, require or cause any user to purchase an item or service as a condition to continue use of the SDK or the Service.

6. LIFEPICS CONTENT; PRIVACY POLICY; LICENSE TO PURCHASERS; TRANSACTION DATA; LICENSEE AND END USER CONTENT WARRANTIES

(a) **LifePics Content.** LifePics reserves the right to add, remove, modify or alter any and all content owned by LifePics and existing within or transmitted through the Service, including but not limited to the LifePics API and/or SDK ("LifePics Content"). In accordance with the foregoing, LifePics grants Licensee a nonexclusive, revocable, non-sublicensable (except to Licensee's end users), nontransferable license to access and use the LifePics Content solely in conjunction with the use of Service in compliance with these Terms.

(b) **Licensee is Responsible for Terms of Use and Privacy Policy.** If Licensee's Application enables access to and use of Internet-based or mobile services or otherwise collects and/or transmits user information to Licensee or a third party, Licensee are responsible for informing Purchasers of Licensee terms of use and privacy policy. At a minimum, Licensee must maintain a privacy policy that (i) complies with applicable laws and regulations, (ii) informs users of the information collected by Licensee Application and how that information is used, stored, secured, and disclosed, and (iii) describes the controls that users have over the use and sharing of their information and how they may access their information. Covered Parties' terms of use and privacy policies will not apply to a Purchaser's use of Licensee Application.

(c) **Licensee is Responsible to License Applications to Purchaser.** Licensee, not LifePics, will license the right to install and use the Application Purchasers. The Application may be free or may require a fee to install and use. Licensee shall provide a license agreement to the End User for Licensee's Application. Licensee's license agreement must, at a minimum, (a) include "disclaimer of warranty" and "limitation on and exclusion of remedies and damages" sections that are at least as protective of Covered Parties as Exhibit A and (b) disclaim any support services from LifePics. An exemplar license agreement suitable for use by Licensee is attached as Exhibit A.

(d) **Access to Transaction Data.** LifePics is under no obligation to provide any data to Licensee or to store any data on behalf of Licensee. Storage of any data is Licensee's sole and complete responsibility. LifePics will not provide Licensee access to any personal information submitted by Purchasers through the LifePics API, including transaction data. Licensee waives, releases and disclaims any claim or right Licensee may have to request access to such information. The reporting available to Licensee through the Developer Website will provide aggregate information relating to Licensee Application downloads and In-App Product transactions.

(e) **Licensee Warranties.** Licensee represents and warrants that:

1. all content submitted by Licensee and/or any End User to LifePics (including any Licensee or End User text, code, software, images, designs, logos and any other item furnished by an End User or Licensee): (1) does not infringe the intellectual property rights of any third party; (2) is not libelous or obscene; (3) does not invade any persons right to privacy; and (4) does not otherwise violate any laws or infringe the rights of any Third Parties.
2. Licensee's obligations under this Agreement will be performed in compliance with applicable law.

8. REVENUE SHARE PAYMENT.

a. **Revenue Share.** If Licensee is in good standing and in full compliance with these Terms, Licensee may be paid a Revenue Share. LifePics may reject any Product order from End Users for any reason, at LifePics sole discretion ("Rejected Orders"). No Revenue Share will be paid to Licensee's for Rejected Orders or fraudulent orders. The amount of Revenue Share is set forth in the attached Schedule 1 and is based on the Net Receipts generated by the Licensee's Application for sales of Products using the LifePics Service. Revenue Share amounts due to Licensee and Schedule 1 is subject to change at LifePics sole discretion. Updates to Schedule 1 and Revenue Share amounts are binding when posted on the LifePics Website or any other notice provided by LifePics. Revenue Share will be calculated on a monthly basis by Net Receipts for the applicable months. If total Revenue Share payable to Licensee for a month exceeds the USD Payout Threshold, then LifePics will remit payment to Licensee in accordance with this Section 8. If total Revenue Share for the month are less than the USD Payment Threshold, then LifePics will carry forward the amount owed to subsequent months until the total amount owed exceeds the USD Payment Threshold.

d. **Payment Processing.** LifePics will make all Revenue Share payments to Licensee in accordance with LifePics's then-current payment policies, which include payment via supported payment methods to the destination provided by the Licensee and listed in LifePics records. LifePics is not responsible for delay, loss or misapplication of funds due to incorrect or incomplete information supplied by Licensee, Associated Accounts or a bank or for failure of a bank to credit Licensee's account. If Licensee is outside of the United States of America, LifePics may remit payment to Licensee in the local currency of Licensee's address for payment, using LifePics's then current rates for converting USD into Licensee's local currency. Licensee acknowledges that the amount Licensee actually receive will depend in part on the rates and fees imposed by Licensee's financial institution and on any applicable tax withholding requirements. Licensee must provide LifePics with all tax and payout specific information as requested in order to receive payment for amounts owed under this Terms. LifePics will notify Licensee of any changes to the required information via updates to the Documentation. Failure to provide such information or to keep such information current and accurate, may result in revocation of Licensee's Developer Keys and removal from the Developer Program.

e. **Taxes on Revenue Share and any Payments by LifePics.** Licensee is responsible for Licensee's own taxes, including taxes unique to where Licensee resides, related to payments Licensee may receive

under this Terms. Licensee are also responsible for paying any sales, use, or value-added taxes (if any) that are chargeable by Licensee If taxes are required to be withheld on any amounts to be paid by LifePics to Licensee.

f. **Reconciliation and Offset.** Licensee is responsible for all costs and expenses for returns and chargebacks from Licensee's Applications Products, including the full refund and chargeback amounts paid or credited to Purchasers. Refunds processed after Licensee receives the Revenue Share will be debited against Licensee's account. LifePics may offset any amounts owed to LifePics against amounts LifePics owes Licensee.

7. MODIFICATIONS TO THESE TERMS

LifePics reserves the right, in its sole discretion to modify these Terms at any time by posting a notice to www.lifepics.com. You shall be responsible for reviewing and becoming familiar with any such modification. Such modifications are effective upon first posting or notification and use of the LifePics Services by Licensee following any such notification constitutes Licensee's acceptance of the terms and conditions of these Terms as modified.

8. WARRANTY DISCLAIMER.

LIFEPICS PROVIDES THE SERVICES "AS IS" WITHOUT WARRANTY OF ANY KIND. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, LIFEPICS AND ITS VENDORS EACH DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES , INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, RESULTS OF USE, RELIABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, INTERFERENCE WITH QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. FURTHER, LIFEPICS DISCLAIMS ANY WARRANTY THAT LICENSEE'S USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

9. SUPPORT AND UPGRADES.

These Terms do not entitle Licensee to any support and/or upgrades for the Services, unless except where LifePics publishes updates to the Services that are available to Licensees in good standing.

10. LIABILITY LIMITATION.

REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL LIFEPICS OR ITS VENDORS, BE LIABLE TO LICENSEE OR TO ANY THIRD PARTY FOR ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE SDK, EVEN IF LIFEPICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE. UNDER THIS AGREEMENT, LICENSEE CAN RECOVER FROM LIFEPICS AND ITS AFFILIATES ONLY DIRECT DAMAGES UP TO AN AMOUNT EQUAL TO LICENSEE'S REVENUE SHARE OWED TO LICENSEE IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE THE INJURY OR DAMAGE OCCURED. THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU BECAUSE

YOUR STATE OR COUNTRY MAY NOT ALLOW THE EXCLUSION OF CERTAIN DAMAGES. LICENSEE AGREES THAT LIFEPICS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY USE LICENSEE MAKES OF THE SDK.

11. INDEMNITY.

Licensee will defend, indemnify and hold harmless LifePics, its officers, directors, employees, agents, subsidiaries and other affiliates (collectively, "Covered Party"), as applicable, from and against any and all claims made or brought by third party, and costs, losses, damages and expenses (including reasonable attorneys' fees) relating thereto: (i) alleging that Licensee's Application or any Product submitted by Licensee or a Purchaser to the LifePics API infringes its copyright, trademark, or patent rights, or misappropriates its trade secret or undisclosed information; (ii) arising from a failure of Licensee's Application to comply with any of the Application Requirements; (iii) relating to the use of or inability to use the Application Product, including any product liability claims; or (iv) arising from any breach of any warranty in this Terms by Licensee. Licensee will additionally defend, indemnify and hold the Covered Party harmless against any claims by any tax authority based on any nonpayment or underpayment of any sales, use, goods and services, value added or other similar tax, including any associated penalties and interest, which Licensee is obligated to pay. Licensee's obligations under this subsection are subject to all of the following conditions: Covered Party will (A) notify you promptly in writing of the claim; provided however, a Covered Party's failure to notify Licensee shall not relieve Licensee of any liability that Licensee may have, except to the extent that such failure materially prejudices Licensee's legal rights; and (B) provide Licensee with reasonable assistance in defending the claim (and you will reimburse Covered Party for any reasonable out-of-pocket expenses incurred in providing that assistance). Licensee will not make any settlement or compromise of a claim, or admit or stipulate any fault or liability on the part of a Covered Party, with respect to any claim covered by this Section without such Covered Party's express prior written consent. Covered Parties who are not party to this Terms are beneficiaries of this Terms solely for the purpose of enforcing the rights granted to such Covered Parties in this Section.

12. TERM AND TERMINATION.

These Terms shall continue until terminated as set forth in this Section. Either party may terminate these Terms at any time, for any reason, or for no reason including, but not limited to, if Licensee violates any provision of these Terms. Any termination of these Terms shall also terminate the license rights to the SDK and the Service granted hereunder. Upon termination of these Terms for any reason, Licensee shall immediately cease and desist from any new distributions of the SDK or the Service to third parties. Sections 3, 6, 8, 10, 11, 12, 15, 16 and any other sections that should survive because of their nature shall survive termination of these Terms.

13. CANCELLATION.

LifePics may, in its discretion and without warning or consent, immediately and permanently terminate these Terms and Licensee's access to the Service for any or no reason (including without limitation, breach of these Terms).

14. GOVERNMENT USE.

If Licensee is part of an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the API are restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement as applied to military agencies. The Services are a "commercial item," "commercial computer software" and "commercial computer software documentation." In accordance with such provisions, any use of the Services by the Government shall be governed solely by these Terms.

15. EXPORT CONTROLS.

Licensee shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States or foreign agency or authority, and Licensee shall not export, or allow the export or re-export of the Services in violation of any such restrictions, laws or regulations. By downloading or using the Services, Licensee agrees to the foregoing and represents and warrants that Licensee is not located in, under the control of, or a national or resident of any restricted country.

16. MISCELLANEOUS.

Unless the parties have entered into a written amendment to these Terms that is signed by both parties regarding the LifePics Services, these Terms constitute the entire agreement between Licensee and LifePics pertaining to the subject matter hereof, and supersedes any and all written or oral agreements with respect to such subject matter. These Terms, and any disputes arising from or relating to the interpretation thereof, shall be governed by and construed under Minnesota law as such law applies to agreements between Minnesota residents entered into and to be performed within Minnesota by two residents thereof and without reference to its conflict of laws principles or the United Nations Conventions for the International Sale of Goods. Except to the extent otherwise determined by LifePics, any action or proceeding arising from or relating to these Terms must be brought in a federal court in the District of Minnesota or in state court in Nicollet County, Minnesota, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. The prevailing party in any action arising out of these Terms shall be entitled to an award of its costs and attorneys' fees. These Terms may be amended only by a writing executed by LifePics. If any provision of these Terms is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of LifePics to act with respect to a breach of these Terms by Licensee or others does not constitute a waiver and shall not limit LifePics's rights with respect to such breach or any subsequent breaches. These Terms are personal to Licensee and may not be assigned or transferred for any reason whatsoever (including, without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control involving Licensee) without LifePics's prior written consent and any action or conduct in violation of the foregoing shall be void and without effect. LifePics expressly reserves the right to assign these Terms and to delegate any of its obligations hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

_____ (“Licensee”) LifePics, Inc. (“LifePics”)

By: _____ By: _____

Its: _____ Its: _____

Date: _____ Date: _____

EXHIBIT A – DEVELOPER LICENSE AGREEMENT

These license terms are an agreement between you and the Application developer. Please read them. They apply to the software Application you download including any updates or supplements for the Application (“Application”), unless the Application comes with separate terms, in which case those terms apply.

BY DOWNLOADING OR USING THE APPLICATION, OR ATTEMPTING TO DO ANY OF THESE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, YOU HAVE NO RIGHT TO AND MUST NOT DOWNLOAD OR USE THE APPLICATION.

The Application developer means the entity licensing the Application to you, as identified in applicable website or store.

If you comply with these license terms, you have the rights below.

1. INSTALLATION AND USE RIGHTS; EXPIRATION. You may install and use one copy of the Application.

2. INTERNET-BASED SERVICES.

a. Consent for Internet-Based or Wireless Services. The Application connects to computer systems over the Internet, which may include via a wireless network. Using the Application operates as your consent to the transmission of standard device information (including but not limited to technical information about your device, system and Application software, and peripherals) for internet-based or wireless services.

b. Misuse of Internet-based Services. You may not use any Internet-based service in any way that could harm it or impair anyone else’s use of it or the wireless network. You may not use the service to try to gain unauthorized access to any service, data, account or network by any means.

3. SCOPE OF LICENSE. The Application is licensed, not sold. This agreement only gives you some rights to use the Application. Application developer reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the Application only as expressly permitted in this agreement. You may not:

- work around any technical limitations in the Application;
- reverse engineer, decompile or disassemble the Application, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the Application than specified in this agreement or allowed by applicable law, despite this limitation;
- publish or otherwise make the Application available for others to copy; or
- rent, lease or lend the Application.

4. DOCUMENTATION. If documentation is provided with the Application, you may copy and use the documentation for personal reference purposes.

5. TECHNOLOGY AND EXPORT RESTRICTIONS. The Application may be subject to United States or international technology control or export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the technology used or supported by the Application. These laws include restrictions on destinations, end users and end use..

6. SUPPORT SERVICES. LifePics, Inc. and your hardware manufacturer are not responsible for providing support services for the Application.

7. ENTIRE AGREEMENT. This agreement, any applicable privacy policy, and the terms for supplements and updates are the entire agreement between you and Application developer for the Application.

8. APPLICABLE LAW. Minnesota state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

9. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your state or country. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

10. DISCLAIMER OF WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, (A) THE APPLICATION IS LICENSED "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE" AND YOU BEAR ALL RISK OF USING IT; (B) THE APPLICATION DEVELOPER, ON BEHALF OF ITSELF, LIFEPICS, INC. AND EACH OF OUR RESPECTIVE AFFILIATES, VENDORS, AGENTS AND SUPPLIERS, GIVES NO EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS IN RELATION TO THE APPLICATION; (C) YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS THAT THIS AGREEMENT CANNOT CHANGE; AND (D) APPLICATION DEVELOPER AND LIFEPICS, INC. EXCLUDE ANY IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES.

TO THE EXTENT NOT PROHIBITED BY LAW, YOU CAN RECOVER FROM THE APPLICATION DEVELOPER ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE APPLICATION OR FIFTY US DOLLARS (\$50.00), WHICHEVER IS GREATER. YOU WILL NOT, AND WAIVE ANY RIGHT TO, SEEK TO RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES FROM THE APPLICATION DEVELOPER.

This limitation applies to

- anything related to the Application or services made available through the Application; and

- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if

- repair, replacement or a refund for the Application does not fully compensate you for any losses; or
- Application developer knew or should have known about the possibility of the damages.

Schedule 1

LifePics Developer Revenue Share and Payout (April 2nd 2014)

Developer Revenue Share

This Schedule 1 is part of the LifePics Developer Agreement between Licensee and LifePics, Inc. ("Agreement") All capitalized terms in this Schedule 1 have the meaning set forth in the Agreement. Payout Eligible Licensees that have signed an Agreement and have integrated the LifePics SDK into their Applications are eligible for Revenue Share on orders generated by their Application(s). The following is a summary of Developer Revenue Share by Product category. Developers should refer to the Agreement for the specifics of Revenue Share calculation and payout.

Prints:

- Fifteen Percent (15%) Revenue Share will be paid to Payout Eligible Licensees for Product orders with Net Receipts of less than USD\$20.00;
- Twenty Percent (20%) Revenue Share will be paid to Payout Eligible Licensees for Product orders with Net Receipts of greater than USD\$20.00
- LifePics reserves the right to modify or terminate the Revenue Share amounts set forth above pursuant to the Agreement.

Developers from the United States

As a US Corporation, LifePics is required by United States law to obtain tax forms from all parties, foreign and domestic, before making any payment to you. If you are a United States–based developer, you'll need to send LifePics an electronic copy of a correctly completed W-9 form. If you have questions about these documents please consult your tax advisor. You will be eligible for payout after your form has been received and processed, we can begin making payments to you.

You can email a copy of your W-9 form to busdev@lifepics.com

Developers from outside the United States

As a United States Corporation, LifePics is required by US law to obtain tax forms from all parties, foreign and domestic, before making any payment to you. A non-United States–based developer is one who, for federal tax purposes, is not considered a United States person. You will be eligible for payout after LifePics receives and processes a physical copy of the appropriate W-8 form, which is usually the W-8BEN form. If you have questions about these documents please consult your tax advisor. These forms can be sent to the following address:

LifePics
attn: Mobile Developer Services

5777 Central Avenue, Suite #120
Boulder, CO 80301
United States