

WherePrayer™

**END-USER SOFTWARE LICENSE
AGREEMENT (EULA)**

Effective 6 September 2019

IMPORTANT! The WherePrayer™ software (the “Licensed Application”) you seek to download from The App Store is licensed only on the condition that you agree to the terms and conditions set forth below. PLEASE READ THE TERMS OF THIS SOFTWARE LICENSE AGREEMENT CAREFULLY.

YOU MUST AGREE TO THE TERMS OF THIS AGREEMENT IN ORDER TO USE THE LICENSED APPLICATION. IF YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, PLEASE CLICK ON THE BOX ON THIS PAGE LABELED “I ACCEPT.”

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE CLICK ON THE BOX ON THIS PAGE LABELED “DECLINE,” AT WHICH

POINT YOU WILL NOT BE GRANTED ACCESS TO THE SOFTWARE.

The Licensed Application that you are about to access was developed by Lighthouse Woods LLC, a California limited liability company (“Licensor”) for entertainment purposes only. This End-User License Agreement (this “Agreement”) sets forth the terms under which you, as an individual or entity authorized by Licensor (or, for entities, any employee you authorize to use the Licensed Application) (“you”), may use the Licensed Application.

Access to and use of the Licensed Application is by permission of Licensor only, and only for applicants who accept this Agreement. Licensor may grant or withhold approval in its sole discretion.

Based on the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you and Licensor agree as follows:

1. NATURE OF AGREEMENT. This Agreement is a legal contract made between you and Licensor. This Agreement contains the terms and conditions that you must comply with if you wish to access and use the Licensed Application.

2. LICENSE GRANT. Licensor hereby grants to you a nontransferable license to use the Licensed Application on any Apple-branded products that you own or control and as permitted by the Usage Rules. The terms of this Standard EULA will govern any content, materials, or services accessible from or purchased within the Licensed Application as well as upgrades provided by Licensor that replace or supplement the original Licensed Application. Except as provided in the Usage Rules, you may not distribute or make the Licensed Application available over a network where it could be used by multiple devices at the same time. You may not transfer, redistribute or sublicense the Licensed Application and, if you sell your Apple Device to a third party, you must

remove the Licensed Application from the Apple Device before doing so.

3. OWNERSHIP OF LICENSED APPLICATION.

Licensor retains all rights to the Licensed Application and the Documentation not specifically granted in this Agreement. Licensor owns the Licensed Application and the Documentation and all copyright and other intellectual property rights therein, and this Agreement does not transfer to you any title to or any proprietary or intellectual property rights in or to the Licensed Application, any updates or derivative works thereto, or the Documentation, or any copyrights, patent rights, or trademarks embodied or used in connection therewith, except for the rights expressly granted in this Agreement. The Licensed Application and the Documentation are protected by United States laws and international treaty provisions.

YOU MAY NOT USE, COPY, OR MODIFY THE LICENSED APPLICATION, IN WHOLE OR IN PART,

EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

4. RESTRICTIONS. To the maximum extent permitted by law, you shall not (a) modify, reverse engineer, decompile, disassemble, create derivative works from, or attempt to derive the source code of the Licensed Application; (b) rent, lease, loan, sell, sublicense, distribute, transmit, or otherwise transfer the Licensed Application access to any third party; (c) make any copy of or otherwise reproduce the Licensed Application (or any of the screens comprising the Licensed Application user interface) except for those copies necessarily made by the Apple-branded device that is running the Licensed Application. You agree to take all reasonable steps to safeguard your Apple ID and Password for the Licensed Application so as to ensure that no unauthorized person will have access to it, and that no persons authorized to have access will make any unauthorized use. You shall promptly report to Licensor any unauthorized use of the Licensed Application of which you become aware

and shall take such further steps as may reasonably be requested by Licensor to prevent unauthorized use thereof. These restrictions also apply to any updates or part of the Licensed Application (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the Licensed Application).

5. YOUR OBLIGATIONS. You shall be solely responsible for the following: (a) providing all hardware, software, and communications capabilities required for use of the Licensed Application; (b) generating, providing, and loading your data into the Licensed Application; and (c) providing and maintaining, at all times during the term of this Agreement, the Internet access necessary for your use of the Licensed Application.

6. TERM AND TERMINATION. The license granted in this Agreement is effective until

terminated. The term of this Agreement and the license grant herein shall commence on the date you agree to this Agreement. This license shall terminate automatically on your failure to comply with any of the other terms of this Agreement. On termination of this Agreement, you agree to promptly destroy all printed copies and delete all electronic copies of any documentation that you have downloaded, printed, or created relating to the Licensed Application, and to ensure that no copies of any of the Licensed Application screens, data, or other content remain archived or otherwise stored on your computers.

Notwithstanding termination, the provisions of Sections 3, 6, 7, 8, 9, 10, 11, 12, and 13 of this Agreement shall survive and continue to apply.

7. CONSENT TO USE OF DATA. You agree that Licensor may collect and use technical data and related information—including but not limited to technical information about your device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other

services to you (if any) related to the Licensed Application. Licensor may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.

8. CONFIDENTIALITY. You agree that you shall not disclose to any third party the Licensed Application or any portion thereof, any technical, product, or business information, or any information that Licensor identifies as confidential (collectively, “Confidential Information”) related to the Licensed Application without the prior written consent of Licensor. You shall maintain the confidentiality of all Confidential Information and shall not use it for any purpose other than the performance of this Agreement.

Notwithstanding the foregoing, Confidential Information does not include information that you can demonstrate was (a) publicly available at the time of disclosure, or later became publicly available through no act or omission by you; (b) in

your possession before disclosure by Licensor; or (c) disclosed to you by a third party not in violation of any obligations of confidentiality to Licensor or to any third party.

9. EXTERNAL SERVICES. The Licensed Application may enable access to Licensor's and/or third-party services and websites (collectively and individually, "External Services"). You agree to use the External Services at your sole risk. Licensor is not responsible for examining or evaluating the content or accuracy of any third-party External Services, and shall not be liable for any such third-party External Services. Data displayed by any Licensed Application or External Service, including but not limited to financial, medical and location information, is for general informational purposes only and is not guaranteed by Licensor or its agents. You will not use the External Services in any manner that is inconsistent with the terms of this EULA or that infringes the intellectual property rights of Licensor or any third party. You agree not to use the External Services to harass, abuse, stalk,

threaten or defame any person or entity, and that Licensor is not responsible for any such use. External Services may not be available in all languages or in your Home Country, and may not be appropriate or available for use in any particular location. To the extent you choose to use such External Services, you are solely responsible for compliance with any applicable laws. Licensor reserves the right to change, suspend, remove, disable or impose access restrictions or limits on any External Services at any time without notice or liability to you.

10. LIMITATION OF LIABILITY. You are not entitled to receive damages from Licensor for any cause relating to this Agreement, to your use of the Licensed Application, to any services provided by Licensor under this Agreement, or to any services provided by any third party in connection with your use of the Licensed Application. In addition, in no event shall you be entitled to obtain any injunctive relief or otherwise enjoin, restrain, or otherwise interfere with Licensor or with the distribution, operation, development, or

performance of the Licensed Application or any related products.

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE LICENSED APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

In no event shall Licensor's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

11. NO WARRANTY. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE LICENSED APPLICATION IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSED APPLICATION AND ANY SERVICES PERFORMED OR PROVIDED BY THE LICENSED APPLICATION ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LICENSED APPLICATION AND ANY SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A

PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS, AS WELL AS ANY WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE, OR THE COURSE OF DEALING BETWEEN THE PARTIES. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. IN ADDITION, LICENSOR DOES NOT WARRANT OR GUARANTEE THAT YOU WILL BE ABLE TO ACCESS THE LICENSED APPLICATION AT ALL TIMES. YOU UNDERSTAND AND ACKNOWLEDGE THAT INTERNET CONGESTION AND OUTAGES, AS WELL AS MAINTENANCE, DOWNTIME, AND OTHER INTERRUPTIONS, MAY INTERFERE AT TIMES WITH YOUR ABILITY TO ACCESS THE LICENSED APPLICATION. SHOULD THE LICENSED APPLICATION OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE

STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

12. NO REFUNDS OF IN-APP PURCHASES. To the extent permissible by law and governing agreements with Apple, any purchases made within the Licensed Application, INCLUDING PURCHASES OF CREDITS, shall be strictly non-refundable, and all sales shall be deemed final upon completion. If you seek a refund, you shall bear the burden and all the costs of demonstrating that one is required to be given by law. Licensor shall not be liable for any damages or costs you suffer related to any purchase made, your efforts to seek a refund, or any delay or lack of service involved therein.

13. GOVERNING LAW. Except to the extent expressly provided in the following paragraph, this Agreement, the relationship between You and Licensor, and the relationship between you and Apple shall be governed by the laws of the State of California, excluding its conflicts of law

provisions. If (a) you are not a U.S. citizen; (b) you do not reside in the U.S.; (c) you are not accessing the Service from the U.S.; and (d) you are a citizen of one of the countries identified below, you hereby agree that any dispute or claim arising from this Agreement shall be governed by the applicable law set forth below, without regard to any conflict of law provisions, and you hereby irrevocably submit to the non-exclusive jurisdiction of the courts located in the state, province or country identified below whose law governs:

If you are a citizen of any European Union country or Switzerland, Norway or Iceland, the governing law and forum shall be the laws and courts of your usual place of residence.

Specifically excluded from application to this Agreement is that law known as the United Nations Convention on the International Sale of Goods.

14. ARBITRATION. All disputes arising out of or relating to this Agreement shall be finally settled by arbitration conducted in Santa Clara County, California, under the rules of commercial arbitration of the American Arbitration Association (the "Rules"). Both parties shall bear equally the cost of arbitration (exclusive of legal fees and expenses, all of which each party shall bear separately). All decisions of the arbitrator shall be final and binding on both parties and enforceable in any court of competent jurisdiction. Notwithstanding the foregoing, if a party breaches its obligations under this paragraph, the nonbreaching party may seek injunctive or other equitable relief in any court of competent jurisdiction.

15. FORCE MAJEURE. If the performance of Licensor under this Agreement is prevented, hindered, or otherwise made impractical by reason of flood, strike, war, acts of government, or any other casualty or cause beyond the control of Licensor, then Licensor shall be excused from its

performance to the extent and so long as it is prevented, hindered, or delayed by such event(s).

16. SEVERABILITY. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

17. NO ASSIGNMENT. You may not assign this Agreement or any of the rights granted by Licensor hereunder, in whole or in part, without the prior written consent of Licensor, and any attempt to do so shall be void. This Agreement is binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

18. COMMERCIAL ITEMS. The Licensed Application and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial

Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

19. EXPORT CONTROL. You agree to obey and comply with any and all applicable United States laws, rules, and regulations governing the export of software. You may not use or otherwise export or re-export the Licensed Application except as authorized by United States law and the laws of the jurisdiction in which the Licensed Application was obtained. In particular, but without limitation, the Licensed Application may not be exported or

re-exported (a) into any U.S.-embargoed countries or (b) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Licensed Application, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.

20. APPLE REQUIREMENTS. If you downloaded the Licensed Application from the Apple iTunes Store the following apply:

a. Acknowledgement: You acknowledge that this Agreement is between you and Licensor only, and not with Apple, and Licensor, not Apple, is solely responsible for the Licensed Application and the content thereof.

b. **Scope of License:** The license granted to you for the Licensed Application is a limited, non-transferable license to use the Licensed Application on an iOS product that you own or control and as permitted by the Usage Rules set forth in the Apple iTunes App Store Terms of Service.

c. **Maintenance and Support:** Licensor and not Apple is solely responsible for providing any maintenance and support services with respect to the Licensed Application. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.

d. **Warranty:** Licensor is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Licensed Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Services in the Apple iTunes App Store to you. To

the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Licensor's sole responsibility, as between Licensor and Apple.

e. **Product Claims:** Licensor, not Apple, is responsible for addressing any user or third party claims relating to the Services or the user's possession and/or use of the Licensed Application, including, but not limited to: (a) product liability claims; (b) any claim that the Licensed Application fail to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.

f. **Intellectual Property Rights:** You acknowledge that, in the event of any third party claim that the Licensed Application or your possession and use of the Licensed Application infringes that third

party's intellectual property rights Apple will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

g. Legal Compliance: You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

h. Developer Contact Info: Direct any questions, complaints or claims to: Lighthouse Woods LLC, 777 First St., pmb 522, Gilroy, CA 95020-4918.
Email: support@whereprayer.com

i. Third Party Terms of Agreement: You must comply with any applicable third party terms of agreement when using the Licensed Application, e.g., if You have a VoIP application, then the End-User must not be in violation of their wireless

data service agreement when using the Licensed Application.

j. Third Party Beneficiary: You acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement against you as a third party beneficiary thereof.

21. ACKNOWLEDGEMENT AND EXCLUSIVITY.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND LICENSOR, AND THAT IT SUPERSEDES ANY PROPOSAL, PRIOR AGREEMENT, OR UNDERSTANDING, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND LICENSOR RELATING TO THE SUBJECT MATTER

OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE CHANGED, ALTERED, OR MODIFIED BY YOU EXCEPT BY A WRITING SIGNED BY THE PARTIES. LICENSOR RESERVES THE RIGHT, WHICH IS HEREBY ACKNOWLEDGED AND GRANTED BY YOU, TO MODIFY THIS AGREEMENT AT ANY TIME AND WITHOUT NOTICE.