

ADENDA SDK PILOT PROGRAM TERMS OF SERVICE

Version 1.0

Last Revised On: February 14, 2014

This SDK Pilot Program Agreement is made between you (“Developer”) and Adenda Media Inc. (“Adenda”), to allow Developer to gain access to the pilot version of the Adenda Software Development Kit (“SDK”) and enable Developer to create applications to interact with Adenda’s lock screen mobile application (the “Adenda App”). Because this is a pilot, the parties acknowledge that the SDK will likely change during the course of the pilot program and at the end of the pilot program a new set of agreements will need to be entered into between the parties to allow for continued access to the SDK after the pilot program ends. The term of the pilot program will be 90 days from the date Developer accepts the terms of this Agreement. Developer agrees that this Agreement is legally binding upon it and equivalent to any written negotiated agreement signed by Developer. In order to use the SDK, you must first agree to this Agreement. You may not use the SDK if you do not accept this Agreement. Use of the SDK and any accompanying services provided by Adenda is subject to the terms of this Agreement.

ADENDA MAY CHANGE, ADD OR REMOVE ANY PART OF THIS AGREEMENT OR ANY PART OF ADENDA’S SDK, SOFTWARE AND/OR SERVICES AT ANY TIME. DEVELOPER ACKNOWLEDGES AND AGREES THAT ADENDA MAY SERVE ITS OWN CONTENT AND ADVERTISING THROUGH THE SDK IMPLEMENTED BY DEVELOPER SUCH THAT ADENDA MAY SERVE ITS OWN CONTENT ON THE IMPRESSIONS ENABLED THROUGH THE DEVELOPER’S IMPLEMENTATION OF THE SDK AND ANY RESULTING ADENDA APP CREATED BY DEVELOPER. IF ANY FUTURE CHANGES ARE UNACCEPTABLE TO DEVELOPER, DEVELOPER SHOULD DISCONTINUE USING ADENDA’S SDK, SOFTWARE AND/OR SERVICES. CONTINUED USE OF THE ADENDA SDK FOLLOWING THE POSTING OF NOTICE OF ANY SUCH CHANGES WILL INDICATE DEVELOPER’S ACCEPTANCE OF ANY SUCH CHANGES.

1. SDK License. Subject to the terms of this Agreement, Adenda grants to Developer a nontransferable, nonexclusive, worldwide license to (a) internally use, perform, display, reproduce, create and modify derivative works of the SDK for the sole purpose of enabling Developer’s own application (the “Developer App”) to interact with the Adenda App; and (b) use, perform, display, reproduce, and distribute such portions of the SDK that are embedded in the Developer App solely as incorporated into a Developer App to end users. “SDK” means the API and SDK for the Adenda App, including sample code, source code, binary code, instructions, and other documentation, including any modified, updated, or enhanced versions of the foregoing.
2. Open Source Software. Certain items of independent, third-party code may be included in the SDK that are subject to open source licenses (“Open Source Software”). Such Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in this Agreement limits Developer’s rights under, or grants Developer rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software. In particular, nothing in this Agreement restricts Developer’s right to copy, modify, and distribute such Open Source Software.
3. Trademarks. Adenda does not license to Developer any rights to any Adenda trademark, trade name, icon, branding, or logo (“Adenda Trademarks”) and Developer may not use

Adenda Trademarks, including the term “Adenda”, in the Developer App or marketing materials, without a separate trademark license agreement from Adenda or except as set forth below. Notwithstanding the foregoing, Developer may: (i) include language in the Developer App that states that the Developer App uses the SDK; (ii) use the term “Adenda” in a referential phrase; and (iii) use graphics and buttons provided as part of the SDK in the Developer App; provided, that all such uses conform Adenda’s trademark usage guidelines provided to Developer by Adenda from time to time. Developer agrees that all goodwill associated with the Adenda trademarks shall inure to the benefit of Adenda and the Developer App shall be of the highest quality. At any time, Adenda, may audit the use of its trademarks and if it determines, in its sole discretion, that Developer’s use of the Adenda trademarks does not conform to the Adenda trademark usage guidelines or is otherwise objectionable, Developer shall promptly correct such use as required by Adenda.

4. Pricing. The SDK is currently being provided by Adenda at no charge during the pilot program period. Upon the expiration of the pilot program period, payment terms will be separately set forth in a mutually agreed upon insertion order. Notwithstanding anything to the contrary contained herein, Adenda reserves the right to charge for premium services (including but not limited to the provision of rich media services) during the pilot program period with advance notice to Developer.
5. Restrictions. Except as expressly permitted in this Agreement, if at all, (a) Developer shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the SDK available to any third party; (b) Developer shall not access the SDK in order to build a similar or competitive product or service to the Adenda App; (c) Developer shall not modify, adapt, redistribute, decompile, reverse engineer, disassemble, or create derivative works of the SDK or any part of the SDK; (d) the Developer App must comply with the Acceptable Application Policy (defined below); and (e) any future release, update, or other addition to functionality of the SDK shall be subject to the terms of this Agreement. Developer must reproduce, on all copies made by or for Developer, and must not remove, alter, or obscure in any way all proprietary rights notices (including copyright notices) of Adenda or its suppliers on or within the copies of the SDK. Developer may not develop an application to interact with the Adenda App except through use of the SDK.
6. Acceptable Application Policy. (a) The following constitutes the “Acceptable Application Policy”. The Developer App may not: (i) circumvent or claim to circumvent limitations on features or functionality of the SDK or the Adenda App; (ii) violate any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (iii) be unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, or patently offensive, or promote racism, bigotry, hatred, or physical harm of any kind against any group or individual, or be otherwise objectionable; (iv) be harmful to minors in any way; (v) violate any law, regulation, or obligations or restrictions imposed by any third party; (vi) contain any computer viruses, worms, or any software intended to damage or alter a computer system or data; (vii) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (viii) harvest, collect, gather or assemble information or data regarding a user, including e-mail addresses, without the user’s prior

consent; (ix) use data provided by Adenda for any purpose other than to display such data to the user; (x) transmit a user's data to Adenda without the user's prior consent; or (xi) transmit a user's data to Adenda other than based on the deliberate action of the user. Developer is solely responsible for the Developer App and may not state or imply that Adenda in any way endorses, certifies, or is affiliated with the Developer App. Developer is solely responsible for compliance with, and will comply with, all applicable laws and regulations (including in the United States and in Canada) in connection with the Developer App, including in connection with any user data collected by, or sent to Adenda or the Adenda App via, the Developer App.

(b) Developer acknowledges and agrees that this Agreement does not require that Adenda link to the Developer App through the Adenda App. Adenda's decision to link to a Developer App through the Adenda App may require that Developer enter into a separate publishing agreement with Adenda. In addition, Adenda reserves the right (but has no obligation) to review any Developer App, and to refuse to link to any Developer App from the Adenda App, limit any Developer App's interaction with the Adenda App, or take other actions Adenda deems appropriate in connection with any Developer App, if Adenda, in its sole discretion: (i) disapproves of the Developer App; (ii) believes that the Developer or the Developer App violates the Acceptable Application Policy or any other provision of this Agreement; or (iii) believes that the Developer App otherwise creates liability for us, our users, or any other person or is detrimental to the Adenda App experience.

7. Legal Compliance. Developer is solely responsible for ensuring that the Developer App complies with all applicable laws, including without limitation, export or import laws, the California Online Privacy Protection Act, the Children's Online Privacy Protection Act, the Gramm–Leach–Bliley Act and the Federal Trade Commission Act.
8. DISCLAIMER OF WARRANTIES. DEVELOPER ACKNOWLEDGES THAT THE SDK IS IN THE PILOT STAGE OF RELEASE. ADENDA IS PROVIDING THE SDK OR ANY SUPPORT SERVICES IT MAY CHOOSE TO PROVIDE ON AN "AS IS" BASIS, FOR USE BY DEVELOPER AT ITS OWN RISK. ADENDA PROVIDES NO WARRANTIES OR REMEDIES FOR THE SDK OR ANY SUPPORT SERVICES. ADENDA AND ITS SUPPLIERS DISCLAIM ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES RELATING TO THE SDK, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. ADENDA DOES NOT WARRANT THAT USE OF THE SDK WILL BE STABLE, AVAILABLE, UNINTERRUPTED, OR ERROR-FREE, THAT IT WILL CONTAIN CERTAIN FEATURES, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SDK IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SDK, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF DOWNLOAD.
9. LIMITATION OF REMEDIES AND DAMAGES. NEITHER ADENDA NOR ITS SUPPLIERS SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS OR CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY (A) FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR (B) FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES

AND LOSS OF PROFITS. ADENDA'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER SHALL NOT EXCEED FIFTY DOLLARS (\$50.00). CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO DEVELOPER.

10. Basis of Bargain. The warranty disclaimer and limitation of liability set forth above are fundamental elements of the basis of the agreement between Adenda and Developer. Adenda would not be able to provide the SDK on an economic basis without such limitations.
11. Term and Termination. This Agreement and the licenses granted hereunder are effective on the date Developer accepts the terms of this Agreement and shall continue for a period of 90 days unless this Agreement is terminated by either party pursuant to this section. Adenda may terminate this Agreement immediately upon notice to Developer in the event that Developer materially breaches any of the terms hereof. Either party may terminate this Agreement at any time by providing the other with notice, with or without cause. Upon termination, the license granted hereunder shall terminate and Developer shall immediately destroy any copies of the SDK in its possession, but the terms of this Agreement which are intended to survive termination will remain in effect.
12. Modifications. Adenda reserves the right, at any time, to modify, suspend, or discontinue the SDK, or prevent the Developer App from linking into the Adenda App, or change access requirements, with or without notice. Adenda may remove a Developer App from the Adenda App in its sole discretion. Developer agrees that Adenda will not be liable to Developer or to any third party for any modification, suspension, or discontinuance of the SDK. Adenda reserves the right to change the terms and conditions of this Agreement or its policies relating to the SDK at any time, and such changes will be effective thirty (30) days after notice to Developer. Developer's continued use of the SDK after any such changes take effect shall constitute Developer's consent to such changes. Developer is responsible for providing Adenda with Developer's most current e-mail address. In the event that the last e-mail address provided by Developer is not valid, Adenda's dispatch of an e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice.
13. Ownership. The SDK, and all worldwide intellectual property rights therein, are the exclusive property of Adenda and its suppliers. All rights in and to the SDK not expressly granted to Developer in this Agreement are reserved by Adenda and its suppliers. Subject to Adenda's rights in the SDK, the Developer App, and all worldwide intellectual property rights therein, are the exclusive property of Developer and its suppliers.
14. Confidentiality. "Confidential Information" includes the SDK and any other materials of Adenda that Adenda designates as confidential or which Developer should reasonably believe to be confidential. Developer shall hold Adenda's Confidential Information in confidence and shall neither disclose such Confidential Information to third parties nor use Adenda's Confidential Information for any purpose other than as necessary to perform under this Agreement. Developer agrees to limit access to the Confidential Information to those employees, agents, and representatives who are necessary for Developer to perform its obligations under this Agreement. All such employees, agents, and representatives must

have a written confidentiality agreement with Developer that is no less restrictive than the terms contained herein. Developer will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Developer protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The foregoing restrictions on disclosure shall not apply to Confidential Information that is (a) already known by Developer; (b) becomes, through no act or fault of Developer, publicly known; (c) received by Developer from a third party without a restriction on disclosure or use; or (d) independently developed by Developer without reference to Adenda's Confidential Information.

15. Usage Statistics. In order to continuously improve the SDK, Adenda reserves the right to collect certain usage statistics from the software including but not limited to a unique identifier, associated IP address, version number of the software, and information on which tools and/or services in the SDK are bring used and how they are being used.
16. Indemnity. Developer agrees to indemnify and hold Adenda harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) the Developer App; (b) Developer's violation of this Agreement; or (c) Developer's violation of applicable laws or regulations. Adenda reserves the right, at Developer's expense, to assume the exclusive defense and control of any matter for which Developer is required to indemnify Adenda and Developer agrees to cooperate with Adenda defense of these claims. Licensee agrees not to settle any matter without the prior written consent of Adenda. Adenda will use reasonable efforts to notify Developer of any such claim, action or proceeding upon becoming aware of it.
17. Miscellaneous. Neither the rights nor the obligations arising under this Agreement are assignable by Developer, and any such attempted assignment or transfer shall be void and without effect. This Agreement shall be governed by and construed in accordance with the laws of British Columbia without regard to the conflict of laws provisions therein that would require application of the laws of another province, state or country. Any action under or relating to this Agreement shall be brought solely in the provincial or federal courts located in British Columbia, Canada, and each party hereby submits to the personal jurisdiction of such courts. In the event that any provision of this Agreement is found to be contrary to law, then such provision shall be construed as nearly as possible to reflect the intention of the parties, with the other provisions remaining in full force and effect. Any notice to Developer may be provided by email. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and any and all written or oral agreements previously existing between the parties are expressly canceled. Except as otherwise provided in Section 12, any modifications of this Agreement must be in writing and agreed to by both parties. The term "including" means including without limitation.