



Ad-ID Web Service License Agreement

This Ad-ID Web Service License Agreement ("Agreement") is made and entered into on the date of acceptance of this agreement ("Effective Date") by and between Advertising Digital Identification, LLC, a New York corporation ("Ad-ID"), with a principal place of business at 11020 David Taylor Drive, Suite 305, Charlotte, NC 28262-1103, and the company ("Licensee") represented by the individual accepting the agreement.

If your organization has not previously entered into the Ad-ID Web Service License Agreement, your organization accepts the terms and conditions of this Agreement which becomes effective when you click the "I accept" button or a check box presented in the User Agreement.

For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Definitions.

- 1.1 The "Software" means the Web Service API files as provided by Ad-ID to Licensee hereunder.
- 1.2 The "Purpose" means, with respect to the Software, the sole purpose of employing the Software within the business of Licensee to the extent, and solely to the extent, necessary to enable Licensee to access and use the Ad-ID System, as that term is defined in the Ad-ID User Agreement. It is understood that Licensee may be a participant in the Ad-ID Standard API program, the program details of which are set forth on the Ad-ID website (currently at the page <<http://www.ad-id.org/resources/integrations>>). It is further understood and agreed that the Purpose includes the incorporation of the Software into computer programming code that is developed by Licensee and made available to Licensee's clients, subject to strict compliance by Licensee with all of the requirements of this Agreement.
- 1.3 The "Term" has the meaning set forth in paragraph 7.1.

2. License and Ownership Rights.

- 2.1 Web Service License Grant. Subject to Licensee's compliance with all of the provisions of this Agreement, Ad-ID hereby grants to Licensee a fully paid-up, limited, non-exclusive, personal, non-transferable, revocable license to use the Software solely for the Purpose and solely during the Term. Subject to Licensee's compliance with all of the provisions of this Agreement, Licensee may incorporate the Software into computer programming code that Licensee develops and makes available to Licensee's clients in connection with Licensee's own product offerings.
- 2.2 Ownership. Ad-ID retains all right, title, and interest in and to the Software.

- 2.3 Restrictions. The following restrictions are essential requirements of this Agreement, and without them Ad-ID would not make the Software available to Licensee:
- 2.3.1 Licensee may not provide the Software to any third party, including any Licensee related company. Notwithstanding the foregoing, Licensee may compile the Software into object code as a module or component of computer programming code that Licensee develops and makes available to Licensee's clients in connection with Licensee's own product offerings related to Ad-ID content.
- 2.3.2 Licensee may not distribute the Software. Notwithstanding the foregoing, Licensee may distribute a compiled object code version of the Software as a module or component of computer programming code that Licensee develops and makes available to Licensee's clients in connection with Licensee's own product offerings related to Ad-ID content.
- 2.3.3 Licensee may not provide or distribute a stand-alone version of the Software, even if compiled into object code form, separate from additional computer programming code that Licensee develops and makes available to Licensee's clients in connection with Licensee's own product offerings related to Ad-ID content.
- 2.3.4 Licensee shall prohibit its clients in writing from reverse engineering or attempting to derive a version of the Software from Licensee's product offerings.
- 2.3.5 Licensee shall not use and shall prohibit its clients in writing from using the compiled object code version of the Software in connection with any content other than Ad-ID content.
- 2.3.6 Licensee acknowledges and agrees that it may not modify the Software or create derivative works of it, provided that if notwithstanding this prohibition Licensee modifies or creates a derivative work of the Software all rights in such modification or derivative work shall be owned by Ad-ID.
- 2.4 No Other Rights. Ad-ID reserves all rights not expressly granted by it herein. No rights or licenses, in relation to the Software any other Ad-ID technology or content, are granted by implication or estoppel. Licensee acknowledges and agrees that it can provide no greater rights to its clients in relation to the Software than Licensee itself has obtained hereunder; accordingly, Licensee shall put written agreements in place with its clients that enable Licensee to meet its obligations to Ad-ID hereunder.
- 2.5 Ad-ID User Agreement. You must at all times during the Term be party to and bound by the Ad-ID User Agreement. If at any time you cease to be party to and bound by the Ad-ID User Agreement, your rights under this Agreement shall immediately terminate.

3. Confidentiality.

- 3.1 Obligation to Maintain Confidentiality and Limitations on Use. All information transmitted by Ad-ID to Licensee (regardless of the form, whether oral or written, physical or electronic) in connection with this Agreement, as well as the Software itself and the provisions of this Agreement, shall be deemed confidential information of Ad-ID

(collectively "Confidential Information"). All copies of the Software, all portions thereof, all documentation concerning the Software, and all records that include any of the foregoing shall be deemed Confidential Information of Ad-ID. Licensee shall hold all Confidential Information in strict confidence and shall not disclose it to any third party. Licensee shall make no use of any Confidential Information except as expressly authorized in this Agreement.

- 3.2 Exceptions. Licensee shall have no obligation to maintain the confidentiality of Confidential Information to the extent that Licensee can demonstrate by documentary evidence that (a) it was received rightfully from another party without an obligation of confidentiality prior to its receipt from Ad-ID; (b) Ad-ID has disclosed it to a third party without any obligation to maintain such information in confidence; or (c) it has been independently developed by Licensee without reference to Confidential Information. Further, Licensee may disclose Confidential Information as required by governmental or judicial order, provided Licensee first gives Ad-ID prompt written notice of such order so as to enable Ad-ID to obtain a protective order or other order limiting disclosure.
- 3.3 Restrictions on Copying, Disclosure, Distribution and Dissemination. Licensee shall not reproduce, duplicate, copy or otherwise disclose, distribute, transmit or disseminate the Confidential Information or any portion thereof in any medium. Licensee shall make Confidential Information available only to its permanent employees, each of whom has executed a confidentiality agreement with Licensee that imposes obligations on such employee that are consistent with Licensee's obligations under this Agreement.

4. Indemnity.

Licensee shall indemnify, defend, and hold Ad-ID harmless from and against any and all claims, liabilities, demands, causes of action, damages, losses, and expenses, including without limitation attorney fees and costs of suit, arising out of or in connection with any allegation that Licensee's own product offerings infringe the rights of or have caused harm in any way to a third party. Licensee shall not be obligated to indemnify Ad-ID hereunder to the extent, but solely to the extent, liability arises from use of the Software in the form delivered to Licensee, without modification or combination with any other code or product.

5. Disclaimer of Warranty.

THE SOFTWARE IS PROVIDED TO LICENSEE AS IS WITHOUT WARRANTY OF ANY KIND. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY LICENSEE. Ad-ID DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH RESPECT TO THE SOFTWARE. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO REQUIRE THAT Ad-ID PROVIDE ANY SUPPORT OR TECHNICAL ASSISTANCE TO LICENSEE WITH RESPECT TO THE SOFTWARE.

6. **Limitation of Liability.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL Ad-ID BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, OR FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE OR OTHER TECHNOLOGY OR INTELLECTUAL PROPERTY LICENSED OR TRANSFERRED BY Ad-ID TO LICENSEE IN CONNECTION WITH THIS AGREEMENT. NOR SHALL Ad-ID BE LIABLE IN RELATION TO THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY, AND EVEN IF AD-ID HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL BE APPLICABLE NOTWITHSTANDING FAILURE OF ESSENTIAL PURPOSE.

7. **Term & Termination.**

- 7.1 **Term.** This Agreement shall be effective starting on the Effective Date and continuing for a period of one (1) year, and this Agreement shall automatically renew for successive periods of one (1) year (collectively the "Term"), unless either party provides written notice to the other of its wish to terminate the Agreement.
- 7.2 **Termination.** This Agreement shall terminate automatically upon termination of the Ad-ID User Agreement in effect between Ad-ID and Licensee. Licensee may unilaterally terminate this Agreement without cause by written notice to Ad-ID. Ad-ID may unilaterally terminate this Agreement without cause by written notice to Licensee, provided that Ad-ID shall provide not less than sixty (60) days written notice to Licensee of such termination. Notwithstanding the foregoing, Ad-ID may terminate this Agreement upon less than sixty (60) days notice in the event of a breach of this Agreement by Licensee. In the event of a breach of this Agreement by Licensee, Ad-ID generally will provide written notice to Licensee of the breach, and Licensee will have thirty (30) days to cure the breach. If Licensee fails to do so, this Agreement shall be deemed immediately terminated. Notwithstanding the foregoing, if Ad-ID believes in good faith that Licensee has willfully breached this Agreement or if Licensee has breached this Agreement repeatedly, Ad-ID may terminate this Agreement immediately and thereafter issue written notice to Licensee. Ad-ID may at any time temporarily suspend Licensee's access to the Software and/or the Ad-ID Complete External Access Program in order to analyze a suspected breach.
- 7.3 **Effect of Termination.** Upon termination of this Agreement for any reason, Licensee shall immediately return all copies (and any portions thereof) of Confidential Information to Ad-ID. If requested by Ad-ID, Licensee shall provide a declaration signed by an officer of Licensee attesting that Licensee does not possess or control any copies of

Confidential Information following termination of this Agreement. Nothing in this Agreement shall be deemed to restrict Ad-ID's right to pursue injunctive or other equitable relief at any time in connection with this Agreement or any infringement or impairment by Licensee of Ad-ID's rights in relation to the Software, with or without prior notice to Licensee. Licensee acknowledges and agrees that the Software and the Confidential Information constitute value intellectual property of Ad-ID and that any infringement or impairment by Licensee of Ad-ID's rights in relation to them would cause irreparable harm to Ad-ID.

7.4 Survival. The following paragraphs and sections shall survive any termination of this Agreement: Section 1, paragraphs 2.2 through 2.4, Sections 3 through 8.

8. General.

8.1 Notices. All notices and requests in connection with this Agreement shall be deemed given as of the day they are received either by messenger, delivery service, or in the United States mails, postage prepaid, certified or registered, return receipt requested, addressed set forth in the preamble to this Agreement. Notice of any change of address shall be made pursuant to the terms of this paragraph.

8.2 Governing Law & Jurisdiction. This Agreement shall be construed and controlled by the laws of the State of New York, without regard to its rules concerning conflict of laws. Licensee consents to personal jurisdiction in the state and federal courts sitting in New York County, New York. The parties agree that such courts shall have exclusive jurisdiction and venue in relation to any dispute arising under or in connection with this Agreement. Licensee waives any defense asserting that such courts are not a convenient forum. The parties waive any right to trial by jury.

8.3 No Partnership. Neither this Agreement, nor any terms or conditions contained herein, shall be construed as creating a partnership, joint venture, employment or agency relationship or as granting a franchise.

8.4 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the illegal, invalid or unenforceable provision shall be reformed to match as closely as possible the expressed intent of the parties.

8.5 Prohibition on Assignment by Licensee. Licensee may not assign this Agreement or any rights or obligations hereunder, whether by contract or by operation of law, except with the prior written consent of Ad-ID, and any attempted assignment by Licensee in violation of this provision shall be null and void. For purposes of this Agreement, an "assignment" under this paragraph shall be deemed to include, without limitation: (a) a change in beneficial ownership of Licensee of greater than twenty percent (20%) (whether in a single transaction or series of transactions) if Licensee is a partnership, trust, limited liability company or other like entity; (b) a merger of Licensee with another party, whether or not Licensee is the surviving entity; (c) the acquisition of more than twenty percent (20%) of any class of Licensee's voting stock (or any class of non-voting security convertible into voting stock) by another party (whether in a single transaction or series of transactions); or (d) the sale of more than fifty percent (50%) of Licensee's assets (whether in a single transaction or series of transactions). In the event of such an

assignment or attempted assignment by Licensee, Ad-ID shall have the right to terminate this Agreement immediately.

- 8.6 Export Restrictions. Licensee agrees that it will not export or re-export the Software, any part thereof, or any process or service that is the direct product thereof to any country, person or entity subject to U.S. export restrictions. Licensee represents and warrants that neither the U.S. Department of Commerce, Bureau of Export Administration nor any other U.S. federal agency has suspended, revoked or denied its export privileges.
- 8.7 Editing Codes. By using the Custom 7 edit code feature, you agree that you are responsible for edits made to the Ad-ID code. If the existing code has already been distributed, the code should not be edited. Ad-ID is not liable for any confusion or disputes arising from editing the code.
- 8.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications as to such subject matter. It may not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Licensee and Ad-ID by their respective duly authorized representatives. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, or a waiver of any right to terminate this Agreement, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. This Agreement may only be modified by a later written instrument executed by both parties, except that Ad-ID may modify this Agreement by providing thirty (30) days' notice to you; you may, at any time before the end of such notice period, provide written notice of termination of this Agreement to Ad-ID.

Ad-ID and Licensee have caused this Agreement to be executed as of the Effective Date.