

## API / SDK LICENSING AGREEMENT

This SDK License Agreement (the “Agreement”) is a binding agreement between you and Activbody, Inc. and its affiliates (“we” or “Activbody”). In this Agreement, you are referred to as “you”. If you are entering into this Agreement on behalf of a company, organization or another legal entity (an “Entity”), you are agreeing to this Agreement for that Entity and representing and warranting to Activbody that you have the authority to bind such Entity to this Agreement, in which case the term “you” shall refer to such Entity. If you do not have such authority, or if you do not agree with this Agreement, you must not accept this Agreement or use the SDK. Activbody may modify this Agreement from time to time, subject to Section 17 (“Changes to the Agreement”) below.

By clicking on “I agree” (or a similar button) or by using or accessing the SDK, you agree to be bound by this Agreement.

1. SDK. Activbody makes available certain application programming interfaces (the “APIs”) and a software development kit (collectively with the APIs, the “SDK”) for use with its Activ5 SDK offering (the “Activ5 SDK”). The SDK includes any documents, guidelines and instructions provided with the SDK (the “Documentation”).

2. Your Use Rights. Subject to this Agreement, you may use the SDK to enable your applications, products and services (“Your Applications”) to access or interface with the Activ5 SDK, but only in accordance with this Agreement and the Documentation. This includes the right to use, copy, modify, merge, publish, distribute, and sublicense the SDK. All of your use rights in this Agreement are limited, non-exclusive, non-sublicenseable and non-transferable. You may, however, permit your agents and contractors to exercise your use rights on your behalf, provided that you remain responsible for their compliance with this Agreement.

3. Conditions on Use. As conditions on your use rights, you agree not to (and not to permit any third party to): (a) use the SDK except with Your Applications and in accordance with the Documentation; (b) take any action that would subject the Activ5 SDK to any third party terms, including without limitation any “open source” software license terms; (c) make any calls to the APIs that are not driven by a request from an end user (as described in Section 7.1) or one of Your Applications, other than as part of reasonable testing of Your Application with the SDK; (d) copy, frame or display any elements of the Activ5 SDK through Your Applications or use the SDK with any of Your Applications that substantially replicate any features or functionality of the Activ5 SDK, except as expressly authorized by Activbody in writing; (e) sell, rent or lease the SDK on a standalone basis or use the SDK for hosting, service provider or like purposes; (f) remove or obscure any copyright notices from the SDK; or (g) access the SDK for competitive analysis or disseminate performance information (including uptime, response time and/or benchmarks) relating to the Activ5 SDK. From time to time, Activbody may place limits on access to the APIs (e.g., limits on numbers of calls or requests). Further, Activbody may monitor your usage of the APIs and limit the number of calls or requests you may make if Activbody believes that your usage is in breach of this Agreement or may negatively affect the Activ5 SDK (or otherwise impose liability on Activbody). Should you choose to publish an application using the Activ5 SDK for public consumption, it is your sole responsibility to contact Activbody with your name, company, phone number and email within five (5) days of publication. Failure to notify Activbody of any publication will result in a breach of the Agreement.

4. No Use of Activbody Marks. You may not use any Activbody names, logos or other trademarks without the prior written consent of Activbody.

5. Use of Your Marks; Your Ownership Rights. Activbody may (but is not obligated to) use your name, logos and other trademarks (including those related to Your Applications) to identify you as a Activbody developer and to promote Your Applications and the Activ5 SDK. Activbody receives no other rights to your trademarks under this Application. All goodwill arising from use of your trademarks belongs to you. For clarity, nothing in this Agreement assigns ownership of Your Applications or intellectual property rights to Activbody.

6. Your Responsibilities.

6.1. Your Applications and End Users. You are solely responsible, at your own expense, for (a) Your Applications and their distribution, operation and support and (b) your own relationships and agreements with end users of Your Applications (“End Users”) regarding their use Your Applications. As a result of your use of the SDK with Your Application, End Users may direct you to retrieve certain of their data, content or information from the Activ5 SDK (“End User Data”) for their further use with Your Applications. You agree to retrieve End User Data only to the extent enabled by End Users and will ensure that all End User Data is collected, processed, transmitted, maintained and used in accordance with (i) your agreement with End Users, a legally adequate privacy policy, and appropriate contextual notices to and consents from End Users, (ii) all Laws (as defined below) and (iii) reasonable measures that protect the privacy and security of End User Data.

6.2. The Activ5 SDK Terms of Service. All users of the Activ5 SDK (including, if applicable, End Users) must enter into to the then-current Activ5 SDK Terms of Service (the “Activ5 SDK Terms”). You will not facilitate or encourage any End User to violate the Activ5 SDK Terms or interfere with any End User’s review or acceptance of the Activ5 SDK Terms. For the avoidance of doubt, your use of the SDK is subject to this Agreement, not the The Activ5 SDK Terms. If you use the Activ5 SDK as a customer, that use remains subject to the the Activ5 SDK Terms.

6.3. No Resale. This Agreement does not grant you the right to distribute or resell the Activ5 SDK or to create any binding commitment on behalf of Activbody. In addition, you may not directly or indirectly charge end users for use of, or access to, the functionality of the Activ5 SDK or the SDK (but this does not limit you from charging a standard overall fee for Your Applications).

6.4. Your Representations and Warranties. You represent and warrant that (a) you have full power and authority to enter into and perform this Agreement and to exploit Your Applications without violating any other agreement; (b) Your Applications and their use will not violate any third party rights (including intellectual property rights and rights of privacy or publicity) or any laws, rules, regulations or orders, including those relating to data privacy, data transfer, international communications or the export of technical or personal data (“Laws”); (c) all information you provide to Activbody is and will be true, accurate, and complete and (d) you will not interfere with Activbody’s business practices or the way in which it licenses or distributes the Activ5 SDK or the SDK. You may not suggest any affiliation with Activbody, including any suggestion that Activbody sponsors, endorses or guarantees Your Applications, except for the SDK integration relationship expressly contemplated in this Agreement. You may not make any representations, warranties or commitments regarding Activbody or Activbody products or services or on behalf of Activbody.

6.5. Indemnification. You will indemnify, defend (at Activbody’s request) and hold harmless Activbody and its affiliates and their respective directors, officers, employees, agents, contractors, end users and licensees from and against any claims, losses, costs, expenses (including reasonable attorneys’ fees), damages or liabilities based on or arising from (a) Your Applications, (b) your relationships or interactions with any end users or third

party distributors of Your Applications, or (c) your breach or alleged breach of this Agreement. Activbody may at its own expense participate in the defense and settlement of any claim with its own counsel, and you may not settle a claim without Activbody's prior written consent (not to be unreasonably withheld).

7. Ownership. Activbody and its third party licensors retain all ownership and other rights in the Activ5 SDK, including all intellectual property rights. Providing feedback, comments, or suggestions about the SDK or the Activ5 SDK ("Feedback") to Activbody is wholly voluntary. By providing Feedback, you grant Activbody a worldwide, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify, sublicense (through multiple tiers) and otherwise exploit the Feedback (including any ideas, concepts, methods, know-how or techniques embodied in Feedback) for any purpose, without any restriction or obligation to you based on intellectual property rights or otherwise.

8. No Support or Maintenance. Activbody has no obligation to provide any maintenance or support for the SDK (or to end users of Your Applications) or to fix any errors or defects. If Activbody in its sole discretion provides any updates, modifications, enhancements, and other new releases to the SDK, such materials will be deemed included in the "SDK" under this Agreement unless Activbody specifies otherwise.

9. Changes to the SDK. From time to time, Activbody may change the SDK or the Activ5 SDK. Future versions of the SDK may not be compatible with Your Applications developed using previous versions. Activbody typically makes these changes as part of its overall developer program and is unable to provide notice of the changes to developers individually. Activbody will have no liability resulting from the actions described in this paragraph.

10. Termination. This Agreement remains in effect until terminated. You may terminate this Agreement at any time by ceasing all use of the SDK and any relevant developer credentials. Activbody may terminate this Agreement (a) for no reason or any reason upon thirty (30) days' notice to you or (b) if you breach any provision of this Agreement and do not cure such breach within fifteen (15) days after written notice of the breach (or immediately in Activbody's sole discretion in case of willful or significant breaches). Activbody may also suspend your use of the SDK or terminate this Agreement immediately if Activbody is required to do so by Law, if Activbody ceases to offer the Activ5 SDK or if Activbody determines that continuing under this Agreement could result in legal or business liability or cause harm to its products, services, reputation or users. Upon any termination, your rights to use the SDK (including related access keys and credentials) will immediately terminate and you will cease all such use, but all other provisions of this Agreement will survive. You understand that after termination it will have no further access to any data or content that you submitted to Activbody relating to the SDK. Activbody will have no obligation or liability resulting from termination or suspension of this Agreement as permitted above.

11. Disclaimer of Warranties. TO THE FULL EXTENT PERMITTED BY LAW, THE Activ5 SDK IS PROVIDED "AS IS" AND "WITH ALL FAULTS" AND ACTIVBODY AND ITS THIRD PARTY LICENSORS DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR ANY PURPOSE. ACTIVBODY MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE RELATED TO RELIABILITY, ACCURACY, OR COMPLETENESS OF THE Activ5 SDK, THAT ACTIVBODY WILL CONTINUE TO OFFER THE SDK OR THAT USE OF THE Activ5 SDK WILL BE SECURE, TIMELY, UNINTERRUPTED, ERROR-FREE OR MEET YOUR REQUIREMENTS OR EXPECTATIONS. You may have other statutory rights, in which case the disclaimers above will apply to the full extent permitted by any applicable law.

12. Limitations of Liability. TO THE FULL EXTENT PERMITTED BY LAW, IN NO EVENT WILL ACTIVBODY BE LIABLE (A) FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS OR LOST DATA), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE OR (B) IN ANY EVENT, FOR ANY DAMAGES OR LIABILITIES EXCEEDING ONE HUNDRED U.S. DOLLARS (\$100). NOTWITHSTANDING ANYTHING TO THE CONTRARY, ACTIVBODY HAS NO WARRANTY, INDEMNIFICATION OR OTHER OBLIGATION OR LIABILITY WITH RESPECT TO YOUR APPLICATIONS OR THEIR COMBINATION, INTERACTION, OR USE WITH ANY ACTIVBODY PRODUCTS OR SERVICES OR THE SDK. You acknowledge and agree that this Section 13 reflects a reasonable allocation of risk and that Activbody would not enter into this Agreement without these liability limitations. This Section 13 will survive Agreement termination notwithstanding any limited remedy's failure of essential purpose.

13. Activbody Confidential Information.

13.1. Definition. All information disclosed by Activbody that is marked as confidential or proprietary or that you should reasonably understand to be confidential or proprietary is "Confidential Information." Confidential Information includes non-public aspects of the SDK. Confidential Information shall not include any information that: (i) is or becomes generally known to the public; (ii) was known to you before its disclosure hereunder; or (iii) is received from a third party, in each case without breach of an obligation owed to Activbody or anyone else.

13.2. Your Obligations. During and after the term of this Agreement, you shall (a) maintain Confidential Information in confidence (using at least the same measures as for your own confidential information, and no less than reasonable care) and not divulge it to any third party and (b) only use Confidential Information to fulfill your obligations under this Agreement. If you are compelled by law to disclose Confidential Information, you must provide Activbody with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Activbody's cost, if Activbody wishes to contest the disclosure.

14. Information You Provide Is Not Confidential.

14.1. You understand and agree that Activbody develops its own products and services and works with many other vendors and developers, and either Activbody or these third parties could in the future develop (or already have developed) products similar to yours.

14.2. You should not provide to Activbody any information that you consider confidential and you agree that Activbody is not subject to any confidentiality obligations or use restrictions related to information that you may provide to Activbody in relation to this Agreement. You expressly agree that neither this Agreement nor your use of the SDK limits Activbody's right to develop or have developed for it products, concepts, systems or techniques that are similar to or compete with any of Your Applications or any other products, concepts, systems or techniques contemplated by or embodied in information you disclose to Activbody. For clarity, however, this paragraph, in itself, does not grant Activbody any license under your intellectual property rights.

15. Export Restrictions. The SDK is subject to export restrictions by the United States government and import restrictions by certain foreign governments, and you agree to comply with all applicable export and import laws and regulations in your use of the SDK. You shall not (and shall not allow any third-party to) remove or export from the United States or allow

the export or re-export of any part of the SDK or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. You represent and warrant that you are not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The SDK is restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology without the prior permission of the United States government.

16. Changes to the Agreement. Activbody may modify this Agreement from time to time, including any referenced policies and other documents. Activbody will use reasonable efforts to notify you of modifications. You may be required to click through the modified Agreement to show your acceptance and in any event your continued use of the SDK after the modification constitutes your acceptance to the modifications. If you do not agree to the modified Agreement, your sole remedy is to terminate your use of the SDK as described in Section 11 (Termination).

17. Open Source Software. The SDK may contain or be provided with components subject to the terms and conditions of "open source" software licenses ("Open Source Software"). To the extent applicable, Activbody will identify Open Source Software included in the SDK. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

18. Choice of Law and Location for Resolving Disputes.

This Agreement is governed by and construed in accordance with the laws of the State of California and applicable United States federal law, without reference to "conflicts of laws" provisions or principles. The exclusive jurisdiction for any claim or action arising out of or relating to this Agreement or your use of the SDK will lie exclusively in, or be transferred to, the courts of the County of San Diego and/or the Southern District of California. You will submit to the exercise of personal jurisdiction of such courts for the purpose of adjudicating any such claim or action. Notwithstanding the foregoing, Activbody may choose to file a complaint against you or take any other legal action (including, without limitation, requesting injunctions or immediate relief in summary proceedings) against you before any competent court in your jurisdiction for any claim or action arising out of or relating to these Agreement. The parties specifically exclude from application to this Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act.

19. Contacting Activbody. Information on how to contact Activbody may be found at <http://www.activbody.com/support/contact-us>. Any notice or other communication given by you to Activbody regarding this Agreement will be deemed given and served when personally delivered, delivered by reputable international courier requiring signature for receipt, or five business days after mailing (postage prepaid), addressed to Activbody at its notice address. Activbody's notice address is: 4435 Eastgate Mall Suite 100, San Diego, CA 92121.

20. General. Except as otherwise specified herein, this Agreement constitutes the entire agreement between you and Activbody with respect to your use of the SDK and supersedes all prior or contemporaneous communications and proposals (whether oral, written, or

electronic) between you and Activbody with respect to use of the SDK. This Agreement, and any rights and licenses granted under this Agreement, may not be transferred or assigned by you to a third party, except that this Agreement may be assigned, without the consent of Activbody, as part of a merger, or sale of substantially all your assets. Activbody may freely assign this Agreement without your consent. Any rights not otherwise expressly granted by this Agreement are reserved by Activbody, its suppliers or other developers. The failure of Activbody to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any part of this Agreement is held invalid or unenforceable by a court of competent jurisdiction that portion will be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions will remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the SDK must be filed within one (1) year after such claim or cause of action arose or be forever barred. The official language of this Agreement is English. If there is a conflict between the English language version and any translation, the English language version will control. Any breach by a party of Section 14 (Activbody Confidential Information) or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order or other injunctive relief to stop any breach or avoid any future breach. The SDK is commercial computer software. If the user or licensee of such technology is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of such technology, or any related documentation of any kind, including technical data and manuals, is restricted by this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The SDK was developed fully at private expense. All other use is prohibited.