



## Connectthings Mobile SDK License Agreement

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This Mobile Software Development Kit License Agreement (the “License Agreement”) is entered between you and Connectthings.

## 1 INTRODUCTION

The Mobile Software Development Kit (referred to in this License Agreement as the “SDK” and specifically including the Connectthings Adtag platform, system files and APIs) is licensed to you subject to the terms of this License Agreement. This License Agreement forms a legally binding contract between you and Connectthings in relation to your use of the SDK and services provided by the SDK and Connectthings Adtag platform (the “Services”).

## 2 ACCEPTING THIS LICENSE AGREEMENT

2a In order to use the SDK and Services, you must first agree to this License Agreement. You may not use the SDK if you do not accept this License Agreement.

2b You can accept this License Agreement by:

- (A) clicking to accept or agree to this License Agreement, where this option is made available to you;
- (B) creating an account with Connectthings; or
- (C) actually using the SDK. In this case, you agree that use of the SDK constitutes acceptance of the License Agreement from that point onwards.

2d If you are agreeing to be bound by this License Agreement on behalf of your employer or other entity, you represent and warrant that you have full legal authority to bind your employer or such entity to this License Agreement. If you do not have the requisite authority, you may not accept the License Agreement or use the SDK on behalf of your employer or other entity.

## 3 SDK LICENSE FROM CONNECTTHINGS

3a Subject to the terms of this License Agreement, Connectthings grants you a limited, worldwide, non-assignable and non-exclusive license to:

- (A) use the SDK to incorporate into your software applications (“Licensee Products”) certain tools that permit your Licensee Products to interact with contactless technologies including without limitation beacons, NFC tags, WI-FI (collectively “Contactless Technologies”) in order to deliver to users of the Licensee Products (“Users”) a contextual mobile experience, subject to all limitations set forth in this Agreement;
- (B) allow Users of the Licensee Products to use the SDK and Services as a feature within the Licensee Products, subject to all limitations set forth in this Agreement; and
- (C) use the SDK and Services to display notifications, alerts and other messages to Users, to trigger specific actions in Licensee Products depending on the context and to collect certain information from Users, including without limitation their device ID numbers, device type and operating systems, (collectively “Data”).

3b You agree that Connectthings or third parties own all legal right, title and interest in and to the SDK and Services, including any Intellectual Property Rights that subsist in the SDK. “Intellectual Property Rights”

means any and all rights under patent law, copyright law, trade secret law, trademark law, and any and all other proprietary rights. Connectthings reserves all rights not expressly granted to you.

3c You may not copy (except for backup purposes), modify, adapt, redistribute, decompile, reverse engineer, disassemble, or create derivative works of the SDK or Services or any part thereof.

3d Use, reproduction and distribution of components of the SDK licensed under an open source software license are governed solely by the terms of that open source software license and not this License Agreement.

3e You agree that the form and nature of the SDK and Services that Connectthings provides may change without prior notice to you. You agree that Connectthings may stop (permanently or temporarily) providing the SDK and Services (or any features or services associated therewith) to you or to users generally at Connectthings' sole discretion, without prior notice to you.

3f Nothing in this License Agreement gives you a right to use any of Connectthings' trade names, trademarks, service marks, logos, domain names, or other distinctive brand features.

3g You agree that you will not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within the SDK or Services.

## 4 YOUR USE OF THE SDK AND SERVICES

4a Connectthings agrees that it obtains no right, title or interest from you (or your licensors) under this License Agreement in or to any software applications that you develop using the SDK, including any intellectual property rights that subsist in those applications.

4b You agree to use the SDK and write applications only for purposes that are permitted by (a) this License Agreement and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from France or other relevant countries).

4c If you use the SDK or Services to retrieve a User's Data, you agree that you shall retrieve Data only with the User's explicit consent and only when, and for the limited purposes for which, the User has given you permission to do so.

4d If Users provide you with personal information (including Data), you must make the Users aware that you are responsible to provide legally adequate privacy notice and protection for those Users.

4e You further agree that if you use the SDK or Services to obtain User Data, you will protect the privacy and legal rights of those Users. Specifically, you represent, warrant and covenant that you have implemented and maintain a written and comprehensive information security program, and comply with all applicable laws and regulations, including without limitation all privacy and data security laws and regulations, such as EU Member State laws or regulations implementing Data Protection Directive, 95/46/EC and, to the extent applicable, industry standards that apply to the protection of personally identifiable information.

4f You agree that you will not engage in any activity with the SDK or Services, including the development or distribution of an application, that interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of any third party including, but not limited to, Connectthings or any mobile communications carrier.

4g You agree that you are solely responsible for (and that Connectthings has no responsibility to you or to any third party for) any breach of your obligations under this License Agreement, any applicable third party contract or terms of service, or any applicable law or regulation, and for the consequences (including any loss or damage which Connectthings or any third party may suffer) of any such breach.

## 5 YOUR DEVELOPER CREDENTIALS

5.1 You agree that you are responsible for maintaining the confidentiality of any developer credentials that may be issued to you by Connectthings or which you may choose yourself and that you will be solely responsible for all applications that are developed under your developer credentials.

## 6 USAGE DATA

6a In order to continually innovate and improve the SDK, Connectthings may collect and publish certain usage statistics in aggregate, and certain information on which tools and/or services in the SDK are being used and how they are being used.

6b The data collected is only examined in the aggregate to continuously improve the SDK and related software and services. Connectthings will never contact your Users directly unless explicitly requested by you or your software.

## 7 PRICING AND PAYMENT

7a You agree to pay Connectthings the fees for the subscription level you selected when you registered with Connectthings. All fees agreed upon are due immediately. All charges are exclusive of taxes and similar charges. If Connectthings is required to pay sales, use, value-added or other taxes resulting from services rendered under this Agreement and attributable to you, then such taxes will be billed to and paid by you, excepting taxes based on Connectthings' income and except to the extent you are a tax-exempt entity.

## 8 TERMINATING THIS LICENSE AGREEMENT

8a This License Agreement will continue to apply until terminated by either you or Connectthings as set out below.

8b If you want to terminate this License Agreement, you may do so by ceasing your use of the SDK, Services and any relevant developer credentials.

8c Connectthings may at any time, terminate this License Agreement with you if:

- (A) you have breached any provision of this License Agreement; or
- (B) Connectthings is required to do so by law; or
- (C) Connectthings decides to no longer providing the SDK or certain parts of the SDK in its sole discretion.

8d Except to the extent expressly provided to the contrary in this Agreement, any rights to accrued payments, any right of action for breach of this Agreement which accrues prior to termination and the

following provisions shall survive the termination of this Agreement for any reason: Sections 3.b – 3.g, 4b – 4.g, 9, 10, 11. Connectthings shall have no obligation to refund prepaid fees.

## 9 DISCLAIMER OF WARRANTIES

9a YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SDK AND SERVICES ARE AT YOUR SOLE RISK AND THAT THE SDK AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND FROM CONNECTTHINGS.

9b YOUR USE OF THE SDK, SERVICES AND ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SDK AND SERVICES ARE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

9c CONNECTTHINGS FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## 10 LIMITATION OF LIABILITY

10a YOU EXPRESSLY UNDERSTAND AND AGREE THAT CONNECTTHINGS SHALL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU, INCLUDING ANY LOSS OR BREACH OF DATA, WHETHER OR NOT CONNECTTHINGS OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. IN NO EVENT SHALL CONNECTTHINGS' LIABILITY TO YOU FOR ANY CAUSE OF ACTION OR CLAIM, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY YOU TO CONNECTTHINGS UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CAUSE OF ACTION ARISES.

## 11 CONFIDENTIALITY

11a Confidential Information. Any non-public data, information and other materials of a party (and/or, if either party is bound to protect the confidentiality of any third party's information, of a third party) which is either marked “proprietary”, “confidential” or should reasonably be understood by the receiving party to be confidential which is disclosed by either party (“Disclosing Party”) to the other party (“Receiving Party”) constitutes the confidential and proprietary information (“Confidential Information”) of the Disclosing Party and the Receiving Party agrees to treat all Confidential Information of the Disclosing Party in the same manner as it treats its own similar Confidential Information, but in no case with less than reasonable care. Without limiting the foregoing, (i) the SDK, Services and all software, source code, source documentation, inventions, know-how, and ideas, updates and any documentation and information relating thereto shall be the Confidential Information of Connectthings, and (ii) all information regarding Customer's network, Users, business plans and other information disclosed by Customer and identified as confidential to Connectthings shall be the Confidential Information of Customer. The Receiving Party shall retain the Confidential Information in trust and confidence and not use the Confidential Information for any purpose other than performing its obligations or exercising its rights under this Agreement or disclose the Confidential Information to any third party without the Disclosing Party's express written consent; provided, however,

these restrictions on disclosure shall not apply to information which the Receiving Party can establish: (i) is already known to the Receiving Party prior to disclosure by the Disclosing Party as evidenced by written records, (ii) becomes publicly available without fault of the Receiving Party, (iii) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorization of the Disclosing Party, or (iv) is developed independently by the Receiving Party without use of or access to the Disclosing Party's Confidential Information as evidenced by written records. The Receiving Party may disclose Confidential Information to the extent it is required to be disclosed by law or governmental regulation, provided that the Receiving Party provides reasonable notice to Disclosing Party of such required disclosure and reasonably cooperates with the Disclosing Party in limiting such disclosure.

## 12 INDEMNIFICATION

To the maximum extent permitted by law, you agree to defend, indemnify and hold harmless Connectthings, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) your use of the SDK and Services, (b) any application you develop using the SDK that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (c) any claims related to a breach of Section 4.c or 4.e and (d) any non-compliance by you with this License Agreement.

## 13 CHANGES TO THE LICENSE AGREEMENT

13a Connectthings may make changes to the License Agreement from time to time. When these changes are made, Connectthings will make a new version of the License Agreement available to you.

## 14 GENERAL LEGAL TERMS

14a This License Agreement constitutes the whole legal agreement between you and Connectthings that governs your use of the SDK and completely replaces any prior agreements in relation to the SDK and SERVICES.

14b Connectthings or its agents may, with reasonable notice, audit your records and inspect your facilities to verify your compliance with the provisions of this Agreement. Such rights will remain in effect through a period ending two years from the termination of this License Agreement.

14c The failure of Connectthings to enforce its rights under this License Agreement at any time for any period shall not be construed as a waiver of such rights.

14d In the event that any of the provisions of this License Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

14e EXPORT RESTRICTIONS. THE SDK IS SUBJECT TO FRANCE EXPORT LAWS AND REGULATIONS. YOU MUST COMPLY WITH ALL DOMESTIC AND INTERNATIONAL EXPORT LAWS AND REGULATIONS THAT APPLY TO THE SDK. THESE LAWS INCLUDE RESTRICTIONS ON DESTINATIONS, END USERS AND END USE.

14f This License Agreement is not transferable or assignable by either party, in whole or in part, without the prior written consent of the other party; except that either party may assign this License Agreement to its successor in the event of a merger, acquisition or sale of all or substantially all of the assets of such party or an applicable business unit. Any other purported assignment shall be void.

14g This License Agreement, and your relationship with Connectthings under this License Agreement, shall be governed by the laws of FRANCE. You and Connectthings agree to submit to the exclusive jurisdiction of the courts located within PARIS, FRANCE to resolve any legal matter arising from this License Agreement. Notwithstanding this, you agree that Connectthings shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.