

APPLICATION PROGRAM INTERFACE (API) LICENSE

THIS APPLICATION PROGRAM INTERFACE (API) LICENSE (this “**Agreement**”), effective as of the last date below (the “**Effective Date**”), is entered into by and between **SPREEDLY, INC.** (“**Spreadly**”) and **SK PLANET, INC.** (“**SKPI**”), to permit SKPI to utilize the API owned or otherwise controlled by Spreadly (the “**Spreadly API**”) in connection with assessing a possible future business relationship between the parties (the “**Purpose**”).

- 1. License Grant.** Spreadly hereby grants SKPI a limited, non-sublicensable, cost-free, royalty-free right and license to access and utilize the Spreadly API which has already been or will be provided by Spreadly (the “**Spreadly API**”) to SKPI solely as relates to the Purpose.
- 2. Disclaimer of Warranty.** SKPI understands that the Spreadly API is provided “AS IS,” without any warranty of any kind.
- 3. Term and Termination.** This Agreement may be terminated by either party for convenience upon thirty (30) days prior written or email notice or immediately upon such notice based on

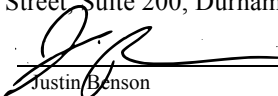
a reasonable belief of cause.

- 4. Miscellaneous.** This Agreement shall be governed by the laws of the State of California (without regard to its choice of law provisions). The parties agree that the exclusive venue for any actions or claims arising under or related to this Agreement shall be in the appropriate state or Federal court located in San Francisco, California. This Agreement contains the final, complete and exclusive agreement of the parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter and may not be changed, modified, amended or supplemented except by a written instrument signed by both parties. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or court decisions.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by the signature of its duly authorized officer as of the date set forth below.

Spreadly, Inc.

116 W. Main Street, Suite 200, Durham, NC 27701

By: 
Name: Justin Benson
Title: CEO
Date: 3/9/2014

Contact email: Justin@spreadly.com

SK Planet, Inc.

475 Brannan Street, Suite 420, San Francisco, CA 94107

By: _____
Name: Nicole Campbell
Title: General Counsel
Date: _____

Contact email: ryan.shane@skplanetinc.com