

FLURRY FOR PUBLISHERS NETWORK TERMS OF SERVICE

Effective: November 1, 2014

ACCEPTANCE OF AGREEMENT

Flurry welcomes you ("Publisher," "you," or "your") to the Flurry for Publishers Network. By checking the "Terms and Conditions" box in Flurry's account sign-up or registering for the Flurry for Publishers Network, Publisher agrees that it has read, understands, accepts, and agrees to be bound by (i) these Terms and Conditions; and (ii) all terms, policies and guidelines incorporated herein, including but not limited to, (a) Flurry's Privacy Policy located at <http://www.flurry.com/legal-privacy/privacy-policy> (or such other URL provided by Flurry from time to time) ("Privacy Policy") and (b) the Flurry Analytics Terms of Service located at <http://www.flurry.com/legal-privacy/terms-service> (or such other URL provided by Flurry from time to time) ((i) and (ii) collectively, the "Agreement"). If Publisher does not agree to this Agreement, Publisher should not participate in the Flurry for Publishers Network. Your participation in the Flurry for Publishers Network is conditioned upon Your acceptance of this Agreement without modification.

REGISTRATION

In order to participate in the Flurry for Publisher Network, Publisher must complete the registration process at <http://www.flurry.com> (or such other URL that Flurry may provide from time to time) by providing Flurry with current, complete and accurate information. Upon registration, Publisher will be required to provide Flurry with its email, user name and password. Publisher understands that it is solely responsible for maintaining the confidentiality of its user name and password and that Publisher shall be solely and fully responsible for all activities that occur under its user name and password. Flurry shall not be responsible for any loss, claim or other liability that may arise from the unauthorized use of Publisher's user name or password. Publisher agrees to immediately notify Flurry of any unauthorized use of Publisher's user name or password or any other breach of security in connection with this Agreement. If a user name and/or password is lost or stolen, it is Publisher's responsibility to immediately notify Flurry and to change its user name and/or password so that Publisher's account remains both secure and functional.

You represent and warrant to Flurry that (i) if you are an individual, you are at least 18 years old; and (b) if you are an entity, you are appropriately licensed and legally permitted to conduct business.

FLURRY PUBLISHER NETWORK ("FFP NETWORK")

Description and Use

Flurry operates an advertising network in which Flurry sells Recommendations (as defined below) to advertisers for display in applications within a network of publishers ("Flurry for Publisher Network," or "FFP Network"). In order for Publisher to participate in the FFP Network and display Recommendations within Publisher's applications, Publisher must integrate the Flurry software

development kit ("SDK") into Publisher's application(s). Flurry Analytics site code ("Agent"), Flurry's processing code for Flurry's Analytics Service, and the SDK are collectively referred to herein as "Software." Publisher agrees that Flurry may require Publisher to use the then-current version of any and all Software in order to participate in the Flurry for Publisher Network.

By participating in the FFP Network you hereby grant Flurry the right to (a) access, index and cache requests made from your applications and (b) send you Recommendations for you to display within your applications. "Recommendations" means digital advertising campaigns promoting a product or service, including without limitation, App Recommendations, Video Recommendations, Retargeting Recommendations and display advertisements. A Recommendation may include Flurry for Advertisers rewards, an optional feature which allows for the integration of a virtual currency system within the Recommendation in order to reward for installs or views. Flurry, as the principal, will solely sell all Recommendations in the FFP Network, including resolving advertiser disputes.

Flurry agrees not to transmit any Recommendations to you that are unlawful, deceptive, defamatory, libelous, harassing, abusive, fraudulent or obscene. You may also request that Flurry block Recommendations from a list of specified third parties, and Flurry agrees to use reasonable efforts to block the transmission of such third parties' Recommendations to You.

Recommendation and Compensation

For Flurry Recommendations distributed by You within Your applications, Flurry will pay You a percentage of Advertising Revenue associated with the following "End-User Actions":

Advertisements	End-User Actions
App Recommendation	Download and launch of the application within the App Recommendation
Video Recommendation	Complete a viewing of an entire video advertisement set forth in the Video Recommendation
Re-Engagement Recommendation	Launch of the application previously installed by end-user as set forth in the Retargeting Recommendation
Display Advertisement	Click or engagement of the advertisement

"Advertising Revenue" shall mean revenue earned and collected by Flurry for Recommendations distributed within your application net of fees received for use of personas (if applicable), taxes, agency commissions, carrier and/or third party fees (e.g., credit card processing fees), affiliate network fees, and allowances for bad debt, returns, cash discounts or promotional allowances.

Flurry shall pay you within approximately sixty (60) days after the end of the calendar month in which the Advertising Revenue was earned and collected by Flurry, provided that Flurry will only send you a payment if your earned balance is greater than \$250 USD. In addition, Flurry may offset any payments due to you under this Agreement against any payments that are owed by you to Flurry (e.g. fees incurred in connection with your use of Flurry for Advertisers). If your Publisher account is inactive for a period of six (6) months, Flurry may, in its sole and absolute discretion, close such account and pay any remaining balance to you.

LIMITED LICENSES

Flurry hereby grants at no cost to Publisher a nonexclusive, limited, non-transferable, revocable, royalty-free and non-sublicensable license to (i) use the Software and (ii) distribute the SDK solely as necessary for the applications that Publisher owns and controls to be able to participate in the FFP Network. Publisher's participation in the FFP Network and use of the Software and any accompanying documentation ("Documentation") is subject to the terms of the Agreement and does not include: (a) any resale, lease, rental, assignment or other transfer of rights of the Software or Documentation; (b) the distribution, public performance or public display of the Software or Documentation, (c) modification, revision, creation of derivative works from or otherwise making any derivative uses of the Software or Documentation or any information or content therein; (d) decompilation, reverse engineering or otherwise attempting to derive the source code for the Software; or (e) any use of the Software or Documentation other than for its intended purpose. Flurry hereby reserves all rights not expressly granted herein. Any use of the Software or Documentation other than as specifically authorized herein, without the prior written permission of Flurry, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including but not limited to, copyright, trademark and other intellectual property laws.

Publisher hereby grants Flurry a nonexclusive, limited, royalty free and revocable license to (1) host, serve, route and send Recommendations to Publisher for display in applications and (2) purchase Publisher's inventory. Flurry reserves the right to remove any Recommendations at any time, for any reason, or for no reason.

PRIVACY AND INFORMATION COLLECTION

As a condition of participating in the FFP Network, Publisher agrees that Flurry has the right, for any purpose and subject to the terms of Flurry's Privacy Policy, to collect, retain, use, and publish in an aggregate manner, any information collected by Flurry in connection with Publisher's participation in the FFP Network, including but not limited to, the characteristics and activities of end users, ("User Data"). Unless you have expressly agreed otherwise, Flurry will not disclose to any third parties any User Data collected under the Agreement from your applications or participation in the FFP Network in a manner that is specifically attributable to you, your applications or your end users; provided, however, that Flurry may disclose User Data to an advertiser regarding the conversion of such advertiser's Recommendation in your application. You will not (and will not allow any third party to) (i) track or collect personally identifiable information of end users under the Agreement or (ii) associate any data gathered from your application(s) or Recommendations with any personally identifying information from any source as part of your use (or such third parties' use) of the Agreement. You

agree that you have, and will abide by, an appropriate privacy policy and will comply with all applicable laws relating to the collection of information from end users of your applications.

You must post a privacy policy. Your privacy policy must (i) provide notice of your use of a tracking pixel, agent or any other visitor identification technology that collects, uses, shares and stores data about end users of your applications and Recommendations; and (ii) contain a link to Flurry's Privacy Policy and/or describe Flurry's opt-out of Flurry Analytics to your end users in such a manner that they can easily find it and opt-out of Flurry Analytics tracking and personalized ads and/or Recommendations from Flurry. The opt-out is specific to Flurry activities and does not affect the activities of other ad networks or analytics providers that Publisher uses. If an end user opts-out, (a) Flurry will stop tracking data for the device identified by the provided MAC address and/or device identifier going forward and (b) the Flurry Analytics tracking will stop across all applications within the FFP Network. In addition, Flurry will stop providing ads and/or Recommendations to that MAC address and/or device identifier across all publishers. Publisher agrees to obtain all end-user consents required by applicable law as part of Publisher's entering into this Agreement.

You agree that you will not place Recommendations (1) in any application labeled or described as a "Kids" or "Children" application; (2) in connection with any application, advertisement or service directed towards children; or (3) to collect any personal information from children.

CONFIDENTIAL INFORMATION

"Confidential Information" includes any proprietary data and any other information disclosed by one party to the other in writing and marked "confidential" or disclosed orally and, within ten business days, indicated in writing as "confidential". Notwithstanding the foregoing, Confidential Information will not include any information (i) which is or becomes publicly known, (ii) which is already in the receiving party's possession prior to disclosure by a party or (iii) which is independently developed or collected by the receiving party without the use of Confidential Information. Neither party will use or disclose the other party's Confidential Information without the other's prior written consent except for the purpose of performing its obligations under this Agreement or if required by law, regulation or court order. Upon termination of this Agreement, the parties will promptly either return or destroy all Confidential Information and, upon request, provide written certification of such.

REPRESENTATIONS AND WARRANTIES

In addition to any representations and warranties made under the prior sections of this Agreement, you further represent and warrant to Flurry that: (i) you are the owner or legally authorized to act on behalf of the owner of each application that you designate for participation in the Flurry for Publishers Network; (ii) you have and will maintain all necessary rights, power, licenses and authority to enter into this Agreement and to perform the acts required of you hereunder and to permit Flurry to perform its obligations contemplated under this Agreement; (iii) you have complied, and will continue to comply, with all applicable laws, statutes, ordinances, and regulations (including but not limited to, any relevant data protection or privacy laws); (iv) you will comply with and have any and all consents, authorizations and clearances from end users to allow Flurry to collect, store, and use User Data; and (v) you will at all times comply with all applicable Flurry policies.

INCIDENTAL COSTS ASSOCIATED WITH THE AGREEMENT

Publisher agrees that it is solely liable for all costs, fees, and other expenses resulting from Publisher's participation in the FFP Network. This specifically includes, but is not limited to, incidental costs incurred by Publisher in connection with the display of Recommendations or Publisher's use of the Software, including, but not limited to, any fees owed to Publisher's communication service providers.

INDEMNITY

Publisher agrees to indemnify, defend and hold harmless Flurry, its subsidiaries, affiliates, or any of their respective directors, officers, employees and agents from and against any and all claims, liabilities, penalties, settlements, judgments, fees and expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) arising from (i) Publisher's violation of the terms of this Agreement; (ii) any violation of a third party's intellectual property rights; and (iii) any violation or failure by Publisher to comply with all laws and regulations in connection with Publisher's participation in the FFP Network, whether or not described herein.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

You acknowledge and agree that Flurry is not affiliated with or responsible for any third-party products or services in the FFP Network. Flurry neither represents nor endorses the quality, accuracy, reliability, integrity or legality of any third party products/services, nor the truth or accuracy of the description of any advertisements, links, content, advice, opinions, offers, proposals, statements, data or other information from any third party products/services ("Disclaimed Content") that is displayed or distributed through Recommendations or the Software. Flurry disclaims any liability or responsibility for errors or omissions in any Disclaimed Content. Flurry reserves the right, but does not have the responsibility, to edit, modify, refuse to post or remove any Disclaimed Content, in whole or in part, that Flurry, in its sole discretion, deems objectionable, erroneous, illegal, fraudulent or otherwise in violation of this Agreement. The relationship of Flurry and Publisher is that of independent contractors.

FLURRY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY REGARDING THE FFP NETWORK, RECOMMENDATIONS, SOFTWARE, AND DOCUMENTATION TO THE FULL EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE FFP NETWORK, RECOMMENDATIONS, SOFTWARE, AND DOCUMENTATION ARE PROVIDED "AS-IS" AND WITHOUT WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF PERFORMANCE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. FURTHER, FLURRY DOES NOT MAKE, AND HAS NOT MADE, ANY REPRESENTATION OR WARRANTY THAT THE FFP NETWORK, ADVERTISEMENTS, SOFTWARE, OR DOCUMENTATION ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR VIRUS-FREE OR THAT THE OPERATION OF THE FFP NETWORK, RECOMMENDATIONS OR SOFTWARE WILL BE UNINTERRUPTED. SOME STATES DO NOT

ALLOW EXCLUSION OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO PUBLISHER.

IN NO EVENT WILL FLURRY, ITS PARENT, SUBSIDIARIES, AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS (COLLECTIVELY, THE "FLURRY PARTIES"), BE LIABLE TO PUBLISHER OR ANY OTHER PERSON OR ENTITY UNDER ANY THEORY FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST INCOME, REVENUE OR PROFITS, LOST OR DAMAGED DATA, OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THIS AGREEMENT, EVEN IF FLURRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE. THE FLURRY PARTIES' AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100) USD. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, THE FLURRY PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

OTHER RESTRICTIONS

Publisher shall not, directly or indirectly, authorize or encourage any third party to (i) generate fraudulent impressions or fraudulent clicks, or (ii) take similar fraudulent actions or any other actions that interfere with, disrupt or interact in an unauthorized manner with the FFP Network (or servers and networks connected thereto), including but not limited to, through repeated manual clicks, the use of robots, scrapers or other automated query tools and/or computer generated search requests, and/or the fraudulent use of other search engine optimization services and/or software. Flurry may terminate your account at anytime for any reason, including but not limited to because of such fraudulent activity. Publisher acknowledges and agrees that Flurry may, in its sole discretion, review impressions, click-throughs or other actions, and Publisher shall not be entitled to receive any revenue share applicable to actions that Flurry determines in its sole discretion are fraudulent or improper.

INTERNATIONAL USE; EXPORT CONTROLS

Software available in connection with this Agreement and the transmission of applicable data, if any, is subject to United States export control laws. No Software may be downloaded or otherwise exported or re-exported in violation of the export control laws of the United States. You agree to comply with the export laws and regulations of the United States and trade controls of other applicable countries. In cases of conflict or inconsistency among applicable export and import laws and regulations, U.S. law shall govern.

MODIFICATION OF AGREEMENT

Flurry reserves the right to change or modify any of the terms and conditions contained in this Agreement at any time, in its sole discretion, by posting changes at <http://www.flurry.com> (or such other URL that Flurry may provide from time to time). Publisher's continued participation in the FFP

Network following the posting of such changes or modifications will constitute Publisher's acceptance of such changes or modifications.

MODIFICATIONS TO AND TERMINATION OF THE FLURRY FOR PUBLISHER NETWORK OR SOFTWARE

Flurry reserves the right to discontinue operating the FFP Network or to modify the FFP Network at any time in its sole discretion. If Publisher is dissatisfied with any aspect of the Agreement at any time, Publisher's sole and exclusive remedy is to cease using the FFP Network. Notwithstanding anything to the contrary contained in the Agreement, Flurry may also, in its sole discretion, terminate or suspend Publisher's participation in the FFP Network at any time. Upon any termination of this Agreement, Publisher will delete all Software and Documentation and certify thereto in writing to Flurry within five (5) business days of such termination.

WAIVER AND SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of this Agreement remain in full force and effect. The delay or failure of Flurry to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

CHOICE OF LAW AND FORUM

This Agreement and the relationship between Publisher and Flurry shall be interpreted in accordance with the laws of the State of California without regard to conflict of laws principles. Publisher and Flurry agree that any and all claims, causes of actions or disputes (regardless of theory) arising out of or relating to this Agreement or the relationship between Publisher and Flurry will be brought exclusively in the courts of Santa Clara County, California, USA or the Northern District of California and Publisher and Flurry consent to personal jurisdiction in those courts.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Publisher and Flurry concerning Publisher's participation in the FFP Network, superseding any prior agreements between Publisher and Flurry with respect to participation in the FFP Network.

SURVIVAL

The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance hereof by the parties hereunder, including but not limited to the provisions relating to Indemnity, Disclaimer of Warranties, Confidentiality, and Limitation of Liability, shall so survive the completion of the performance, cancellation or termination of this Agreement.