Attachment 4 (to the Terms)
Layar Software Development Kit License Agreement

v5.4 (updated 16th October 2013)

As part of our Services we may offer you our Layar Software Development Kit (the "Layar SDK"). We supply the Layar SDK in various forms. In order to use our Layar SDK, a separate Layar SDK Agreement (the "Agreement") will be made between You and Layar, the date at which this Agreement is made effective being referred to as the "Effective Date". The following terms are in addition to the terms of the Agreement and apply to any use of the Layar SDK.

1. LEGAL RELATIONSHIP

1.1.   The Layar Software Development Kit (the "Layar SDK") and any associated documentation, software code, Application Programming Interface ("API"), or other materials (together the "Layar SDK Services"), which Layar provides for the purpose of allowing natural persons and legal entities who/which develop applications (the "Developers") to include a so-called augmented reality player (the "Layar Player") into applications developed by such Developers (the "Developer Apps"), are subject to the present legal license agreement (the "SDK License Agreement") between you and Layar. By including the Layar Player into the Developer Apps, end-users of these Developer Apps (the "End Users") are able to access so-called augmented reality layers (the "Layers") including accompanying information such as metadata.

1.2.   Unless otherwise agreed in writing with Layar, the SDK License Agreement between you and Layar consists of these Terms and Conditions, the privacy policy of Layar (the "Privacy Policy") as amended from time to time and all updates of the Terms and Conditions.

1.3.   You are only allowed to use the Layar SDK after having accepted the SDK License Agreement. You can either accept the SDK License Agreement by (i) clicking to accept or agree to this License Agreement, where this option is made available to you (e.g. by clicking to accept when opening an account with Layar (an "Account")), or (ii) by actually accessing or using any part of the Services. With regard to the latter you acknowledge and agree that Layar will treat your access or use of a Service as the acceptance of the SDK License Agreement and the applicability of the SDK License Agreement to the Services.

1.4.   It is important that you read the SDK License Agreement carefully before accessing or using the Services. You should read the SDK License Agreement with your parent or guardian if you are between the age of 13 and 18.

1.5.   You are only allowed to use the Layar SDK if you are 13 years or older. You will need permission from your parent or guardian to use the Layar SDK Services if you are between the age of 13 and 18.

1.6.   By entering into the SDK License Agreement you declare that you accept all terms and conditions which apply in the relation between Layar and End Users as well as between Layar

and third party Layer developers and publishers, including but not limited to the "Layar Terms and Conditions for End Users" as amended from time to time, the present "Layar Terms and Conditions for Developers and Publishers" as amended from time to time and relevant legal notices relating thereto, including future updates thereof, which terms and conditions can be found at: layar.com/legal. Should this SDK License Agreement be contradictory to the aforementioned terms and conditions, then SDK License Agreement shall prevail with respect to the specific Service.

2. INTELLECTUAL PROPERTY

2.1. General

2.1.1. You acknowledge and agree that Layar or Layar's licensors own all right, title and interest, including but not limited to intellectual property rights, in and to the Layar SDK Services.

2.1.2. The Layar logo and all other trademarks, service marks, graphics and logos used in connection with the Services are trademarks or registered trademarks of Layar or its licensors.

2.1.3. The SDK License Agreement does not transfer any intellectual property rights from Layar or its licensors to you or third parties. All intellectual property rights with regard to the Services will remain solely with Layar or its licensors.

2.1.4. Furthermore the SDK License Agreement does not transfer any intellectual property rights from you or your licensors to Layar. All intellectual property rights with regard to the Developer Apps will remain solely with you or your licensors.

2.1.5. You may not use the Layar SDK in any other way than the use which is explicitly permitted in this Agreement. You agree to observe the restrictions with regard to your use of the Services which have been set out in these Terms and Conditions.

2.2. SDK License

2.2.1. Layar gives you a personal, worldwide, non-assignable, royalty-free and non-exclusive license to add and make use of the Layar SDK in your Developer Apps. Subject to the restrictions listed below in clause 2.2.2, You are in no way restricted in the functionalities you want to provide in your app besides the functionality provided by the Layar SDK. You may build your own features, broaden the functionalities provided by the Layar SDK, provide your own branding and texts and choose any UI you wish to provide around the functionality provided by the Layar SDK.

2.2.2. This license is limited by the following restrictions:

(a) you are not entitled to use the Layar SDK in any other way than as intended by Layar or its licensors and as appears from the SDK License Agreement and the information specifically provided by Layar or its licensors for those parts;

(b) you are not entitled to use the Layar SDK in violation of the SDK License Agreement or any applicable law, regulation or case law, or any right of any person, including but not limited to intellectual property rights, privacy rights, or personality rights;

(c) you are responsible for using the Layar SDK in a responsible manner, without jeopardising yourself or any third party in any way. Without prejudice to the generality of the foregoing, you acknowledge and agree not to engage in any activity which interferes with, disrupts, damages, or makes unauthorised access of the Services, devices, servers, networks or other properties or services of Layar or any other third party;

(d) you will only use the regular development functionalities of the Layar SDK;

(e) you may not reverse engineer, decompile or otherwise extract or attempt to extract the source code of the software which Layar or its licensors provide you for development purposes;

(f) you will refrain from selling, trading, reselling, leasing, renting, loaning, licensing, sublicensing and distributing the Layar SDK, except when packaged as integral part of your Developer Apps.;

(g) your Developer App shall not:

(1) adversely impact the stability of any information, tools, software, products and systems provided by Layar (the "Layar Platform");

(2) adversely impact the performance of any other applications using the API's provided by Layar or Supporting Companies;

(h) you may not work around any technical limitations and restrictions in the Layar SDK. In particular you may not intercept and make changes to any network API request made by the Layar SDK, nor intercept and make changes to any network API response received by the Layar SDK. Further you may not change any functionality of the Layar SDK except for the user interface elements explicitely exposed to you for customization and except for the callback APIs exposed to you by the Layar SDK for the specific purpose of customizing the behavior of the Layar SDK;

(i) you may not remove, change in position or cover with other graphics the "powered by Layar" watermark;

(j) you may not remove the functionality to open the "credits" page listing the credits for some of the technologies from 3rd parties used in the Layar SDK or remove access to that page by any means;

(k) if your license agreement with Layar includes removal of the "powered by Layar" watermark, you agree to provide users with a link inside your app to the following "credits" page or to reproduce inside your app the exact contents of that page at the time you download the Layar SDK: http://www.layar.com/aboutplayerapp/about-open-source/;

and

(l) you may not use the Layar SDK in a manner that exceeds reasonable request volume, or otherwise constitutes excessive or abusive usage.

2.3. Developer EULA

2.3.1. You may include a separate written end user license agreement (the "Developer EULA") to the Developer App that will govern the End Users rights to access the Developer App or Third Party Content. However, a Developer EULA shall not and will never be allowed to prejudice this SDK License Agreement and Layar's position and rights towards you, End Users and third parties.

2.3.2. You hereby acknowledge and agree that a Developer EULA shall apply solely between you and the End Users and shall comply with all applicable laws and regulations.

2.3.3. You will indemnify Layar and hold Layar harmless against and for any liability that might be allocated to Layar because of any Developer EULA or any breach by any party thereof.

2.4. Copyright infringement

If you infringe the intellectual property rights of Layar or other parties, Layar may, in its discretion, terminate or deny access to and use of the Layar SDK Services, notwithstanding and without prejudice to any other rights Layar or any other party may have.

3. PROVISION OF THE LAYAR SDK SERVICES

3.1. Your Layar SDK license allows you to use the Layar SDK in one (1) Developer App. Your Developer App must be registered on the Layar Platform and may consist of different versions of the same app for different mobile platforms (e.g. one version for iOS and one version for Android). Your Developer App will be identified on the Layar Platform by its unique ID, as defined by the specific platform (e.g. the iOS Bundle Identifier or the Android Package Name).

3.2. In order to use the Layar SDK in conjunction with our APIs you will be assigned an OAuth key and secret (jointly referred to as "Keys") that must be provided to the Layar SDK when using it in your Developer Apps. The same Keys can be used in the same Developer App on various platforms (e.g. iOS and Android), but not in different Developer Apps on the same platform. You will refrain from using the Keys in any other app than the one for which the Keys were issued. Layar has the right to discontinue the Layar SDK Services immediately and without prior notice if your app is in violation of this clause.

3.3. Your Keys will unlock access to either Vision layers or Geo layers or both, depending on the terms of the separate Agreement you have made with Layar. Only content published by one or more Publisher Accounts that are associated with your Keys can be viewed through the Layar SDK. These Publishers are determined by the terms of the Agreement.

3.4. Layar will assign an expiration date to the Keys. If you have been provided with a trial period by Layar, your Keys will expire upon expiry of the trial period. Your Developer Apps will not function when the Keys have expired. You are not allowed to publish any of your Developer Apps to a public App Store (e.g. to the Apple App Store or to Google Play) without having received the final Keys that are valid for at least one (1) year.

3.5. You agree that upon termination of this SDK License Agreement the Keys will also expire and as such, you agree to withdraw your Developer Apps from any public App Store or to update your Developer Apps in such a way that the Layar SDK is removed from them. You must never

have an app published to a public app store which embeds the Layar SDK without a valid set of Keys.

3.6.   You agree that the form and nature of the Layar SDK Services may change from time to time without prior notice to you. Such changes can include but are not limited to bug fixes, patches, modified functionalities and new versions of the Layar SDK and related Services.

3.7.   You understand and accept that Layar may involve subsidiaries and affiliated companies (the "Supporting Companies") in providing the Layar SDK Services to you. These Supporting Companies will then be providing those Layar SDK Services to you on behalf of Layar.

3.8.   Under no circumstances will Layar be obliged to provide you with corrections of the Layar SDK should defects in the Layar SDK arise.

3.9.   You agree that Layar may provide you with notices regarding the Layar SDK Services through any customary means of communication, e.g. by e-mail, regular mail, SMS, MMS, social media messages, postings on or through Layar's websites.

4. APIs

4.1.   As part of the Layar SDK Services, Layar or its Supporting Companies may provide you with APIs to establish a link between the Developer App and the Layar Platform. The use of any API provided by Layar is subject to this SDK License Agreement and existing Layar policies which can be found at: layar.com/legal as amended from time to time. When a Supporting Company provides you with an API as part of the Layar SDK Services, it may apply different or additional terms and conditions which you hereby accept.

4.2.   If you use any API provided by Layar or its Supporting Companies, you acknowledge that the data, content, and information made available through these APIs may be protected by intellectual property rights which are owned by Layar, the Supporting Companies, their licensors, or those parties that provide the data, content, and information.

4.3.   If you use any API to process End User's data, you acknowledge and agree that you shall process data only with the End User's explicit prior consent and only when, and only for the limited purposes for which the End User has given you permission to do so.

5. ACCOUNT

5.1.   Opening an Account may be necessary to gain access to the Platform or certain parts thereof.

5.2.   Layar is always entitled to refuse or close an Account at its sole discretion.

5.3.   As part of the registration process and as part of the continued use of the Services you may be required to provide information, such as your name, address, email address, country. You agree and warrant that all information you provide in that respect will always be accurate, correct and up-to-date.

5.4.   You understand and accept that you are solely responsible for safeguarding the confidentiality and security of your Account, including but not limited to keeping your passwords confidential.

5.5.   You acknowledge and agree that you are solely and entirely responsible for all activities that occur on or through your Account.

5.6.   You understand and accept that you are only authorised to access Accounts created by yourself and only to the extent that – and as long as – Layar allows you to do so.

5.7.   You agree that, should you become aware of any unauthorised use of your Account or your passwords, you will immediately notify Layar at: devsupport@layar.com.

6. THIRD PARTY CONTENT

6.1.   If you use the SDK to be able to run Third Party Content in the Developer Apps, you agree that Layar is not responsible for such Third Party Content. You understand that all Third Party Content which can be accessed or used by you or End Users is the sole responsibility of the party from which such Third Party Content originated and that Layar is not liable for any loss or damage that you or End Users may experience as a result of the use or access of the Third Party Content.

6.2.   You acknowledge that Layar shall not monitor and review the Third Party Content on compliance with the SDK License Agreement, except for a limited test to see if the Third Party Content contains technical limitations which prevent granting approval for publication. However, Layar reserves the right to screen, filter, adapt, refuse, or delete (parts of) the Third Party Content whenever it deems necessary and at its sole discretion.

6.3.   Should Layar establish that the Third Party Content is not compliant with the existing policies, including by not limited to the Layar Terms and Conditions for Developers and Publishers as amended from time to time, then Layar is entitled to block access thereto for End Users.

7. LIABILITY AND WARRANTIES

7.1. Exclusion of warranties

7.1.1.   The Services are provided "as is" and "as available"; Layar does not provide any guarantees in this respect. Layar, its Supporting Companies, its suppliers and licensors hereby expressly disclaim all warranties of any kind, express or implied, including but without limitation:

(a) warranties of merchantability, fitness for a particular purpose and non-infringement;

(b) warranties that the Services are error free or that access to the Services is continuous or uninterrupted;

(c) a warranty that your use of the Services lives up to your expectations or will meet your requirements; and

(d) a warranty that your use of the Services occurs without interruptions, delay, errors and/or safety risks.

7.1.2. The abovementioned disclaim of warranty also applies to (later) information obtained by you from Layar or through a Service, even if it is obtained in the form of an advice from Layar. No such information will create a warranty.

7.2. Limitation of liability

7.2.1. Layar is not liable for and disclaims any and all responsibility with regard to:

(a) any and all damage suffered by you or third parties directly or indirectly resulting from the use of the Layar SDK;

(b) any and all costs directly or indirectly arising from the interruption of the use of the Layar SDK Services and/or the loss or corruption of data obtained or used through the Layar SDK Services;

(c) any and all damage or costs directly or indirectly resulting from or in relation to the access and/or use of any of the Developer Apps and/or Third Party Content by you or End Users; and

(d) any and all damage or costs directly or indirectly resulting from product warranties, End User assistance and product support with respect to the Developer Apps and/or Third Party Content.

7.2.2. Layar has no liability for any failure or delay of the Layar SDK Services due to matters beyond its reasonable control.

8. YOUR WARRANTIES AND INDEMNIFICATIONS

8.1. Warranties

You represent and warrant that:

(a) your use of the Layar SDK is and will be in strict accordance with the SDK License Agreement and all applicable laws and regulations (including, without limitation, any local laws or regulations in any country, state, city or other governmental area you live or conduct business in regarding online conduct and acceptable content and the transmission of technical data);

(b) you have the right to enter into this SDK License Agreement, to add the Layar Player to the Developer Apps, and to reproduce, disclose and provide access to the Third Party Content;

(c) you comply and shall continue to comply with any applicable export and import laws and regulations;

(d) your use of the Layar SDK does not and will not infringe or misappropriate the intellectual property rights of any third party.

8.2. Indemnifications

To the maximum extent permitted by law, you acknowledge and agree to indemnify and hold harmless Layar, its Supporting Companies, its contractors, its licensors and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising from (i) a violation of this SDK License Agreement (ii) any

application or functionality developed by the SDK that infringes any intellectual property right, and/or (iii) a violation of any applicable laws or regulations, including any privacy and data protection laws and regulations, and those laws and regulations in any jurisdictions in which your Developer Apps may be developed, offered or made available.

9. EXCLUDED AND LIMITED LIABILITY

9.1. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, PROFITS OR THE LIKE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, SUCH PARTY'S PERFORMANCE HEREUNDER, THE USE OR INABILITY TO USE THE LAYAR PLATFORM, THE THIRD PARTY CONTENT, OR ANY INTERRUPTION OR DISRUPTION OF OR BY ANY OF THE FOREGOING, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE).

9.2. In any event, the maximum aggregate liability of Layar, its affiliated companies, suppliers or licensors for any and all damages arising from the Layar App Service shall be a refund of the amount paid by you to Layar during the year preceding notification of such damage, if any.

9.3. In any event, the maximum aggregate liability of You, your affiliated companies, suppliers or licensors for any and all damages arising from the Layar App Service shall be a refund of the amount paid by you to Layar during the year preceding notification of such damage, if any.

9.4. Layar's liability because of an imputable failure to perform this Agreement shall in all cases only arise if You immediately and properly provides a written notice of default to Layar, with a reasonable time period for remedying the failure being given and Layar still imputably failing to perform its obligations after that period as well. The notice of default must contain a description of the breach which is as complete and specific as possible, so that Layar can respond adequately.

9.5. Notwithstanding anything to the contrary herein, the exclusions and limitations of liability set forth in Section 9.1 and 9.2 shall not apply to the Parties' respective obligations under these Terms to the extent that acts or omissions of a Party constitute fraud, willful misconduct, or the misappropriation of the other Party's Intellectual Property rights.

10. PRIVACY

10.1. General

10.1.1. The Privacy Policy of Layar can be found at: layar.com/legal. The Privacy Policy explains how Layar handles the personal data of Developers and End Users and how their privacy is protected by Layar.

10.1.2. By accepting this SDK License Agreement, you expressly consent to the current and future use of your personal data in accordance with the Privacy Policy as amended from time to time.

10.2. End User privacy

10.2.1. Notwithstanding section 10.1 of these Terms and Conditions, you acknowledge and agree that Layar merely provides the underlying infrastructure to facilitate and provide access to the Layers and Third Party Content by End Users.

10.2.2. With regard to the collection, processing, transmission or use of End User's personal data, including *inter alia* location data in connection with the End User's use of the Developer Apps, Layar SDK and Third Party Content :

(a) you understand and acknowledge that you, as the responsible party, are the data controller regarding these data;

(b) you and the Layar SDK functionality included in the Developer App provided by you must comply with all applicable privacy and data protection laws and regulations with respect to any collection, processing, transmission, or use of the End User's personal information or data as well as his location data by, or in connection with the Layar SDK functionality included in the Developer App;

(c) you shall implement appropriate technical and organisational measures to secure personal information or data against loss, unauthorised disclosure or access as well as against any form of unlawful processing;

(d) you shall be responsible to provide End User with all information required under applicable law. Where you or the Layar SDK functionality included in the Developer App will obtain personal information or data directly from the data subject, you shall provide the aforementioned information prior to obtaining the said personal information or data. Where personal data are obtained by you or the Layar SDK functionality included in the Developer App in another manner, you shall provide the aforementioned information at the time the said data are recorded by you or the Layar SDK functionality included in the Developer App or when it is intended to supply the data to a third party, on the first occasion that the said data are supplied; and

(e) you shall be responsible to obtain all consents from the End User required by applicable law. Apart from this, you must obtain consent from the End User before collecting, processing, transmitting or otherwise using his location data in any way. If any consent is denied or withdrawn, the Layar SDK functionality included in the Developer App may not collect, process, transmit, or use the End User's personal information or data as well as location data or perform any other actions for which the End User's consent has been denied or withdrawn.

11. CONFIDENTIALITY

11.1. You acknowledge and agree that the Services were developed at considerable time and expense by Layar and contain valuable trade secrets and confidential proprietary information of Layar. Accordingly, You agree to maintain the Layar SDK Services in strict confidence and except where expressly provided, you: (i) will not disclose or provide access thereto to any person or; (ii) use the Layar SDK for any purpose not expressly authorized hereby, or permit or authorize any other person to do so.

11.2. The restriction referred to in the previous subsection shall not apply (i) to the extent that such information is in the public domain or hereafter falls into the public domain through no fault of yours, or (ii) if disclosure is required by applicable law or by court.

12. SUPPORT

12.1. Layar is not obligated to provide any technical or other support for the Layar SDK provided to you. However, if Layar chooses to provide any support to you, your use of such support will be governed by this SDK License Agreement.

13. CHANGES

13.1. Layar reserves the right, at its sole discretion, to modify or replace any part of the Terms and Conditions at any time. Current versions of these Terms and Conditions will be made available through layar.com/legal as amended from time to time.

13.2. It is your responsibility to check the Terms and Conditions periodically for changes. The continued use of or access to the Services following the posting of any changes to the Terms and Conditions constitutes acceptance by you of those changes.

13.3. Layar may offer new Services and/or change existing Services. Such new and/or changed Services shall be subject to the SDK License Agreement. In this respect Layar specifically refers to article 1.6 hereof.

14. TERMINATION

14.1. Term

The term of this SDK License Agreement (the "Term") shall commence on the Effective Date and continue for one (1) year, and automatically renew for additional one (1)-year periods, unless terminated as set forth herein.

14.2. Your right to terminate

You may terminate this SDK License Agreement at your sole discretion at any time giving written notice to Layar at least one (1) month prior to the expiration of the then-current one-year period. You are not entitled to any reimbursement of license fees paid or credits that you may have puchased if the termination date is prior to the then-current license renewal date.

14.3. Layar's right to terminate

Layar may terminate this Agreement:

(a) for convenience at its sole own discretion at the end of each annual period, and upon ninety (90) days written notice to You prior to the expiration of the then-current one-year period;

(b) if you fail to make payment of the license fee for using the Layar SDK within the applicable payment period;

(c) with immediate effect if you are in violation of the terms of usage for the Keys as stipulated in section 3.2 of this SDK License Agreement;

(d) if Layar is obliged to do so by Law;

14.4. Termination for Breach.

Either party has the right to terminate this SDK License Agreement if the other party materially breaches any representation, warranty, covenant or agreement made by it hereunder or otherwise fails to perform any of its material obligations hereunder which breach or failure has not been cured. The breaching party will have the following time to cure such breach: (i) sixty (60) days after receiving written notice thereof from the other party if such breach can be cured within such sixty (60) day period, or (ii) a reasonable time if such breach cannot be cured within such sixty (60) day period but (a) the breach is capable of cure, (b) the breaching party commences to effect a cure within such sixty (60) day period, and (c) the breaching party diligently pursues such cure.

The notice period and cure time does not apply in case you are found to be in breach of section 3.2 of the SDK License Agreement.

14.5. Termination for Cessation of Business or Insolvency.

Either party may terminate this Agreement immediately upon written notice to the other: (i) if the other party ceases to do business, or otherwise terminates its business operations or (ii) if the other party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other party and not dismissed within thirty (30) days.

14.6. General

14.6.1. Termination of the SDK License Agreement by either party has immediate effect.

14.6.2. You understand and accept that upon termination of the SDK License Agreement you will have to stop using the Layar SDK immediately.

14.6.3. All provisions of the SDK License Agreement that are intended to survive the termination, by nature or because such has expressly been provided for in the SDK License Agreement, shall survive such termination. These provisions include, but are not limited to, provisions regarding intellectual property, warranty disclaimers, indemnity and limitations of liability and applicable law.

15. APPLICABALE LAW

This SDK License Agreement and the use of the Services is governed by the laws of the Netherlands. Any dispute relating thereto will be brought before the competent court in Amsterdam, the Netherlands without prejudice to the right of appeal to the appellate court [*gerechtshof*] and that of appeal to the Supreme Court [*Hoge Raad*].

16. Miscellaneous

16.1.   If any provision of the SDK License Agreement is held invalid or unenforceable, that provision will be construed to reflect the parties' original intent. Despite the invalidity or unenforceability of such provision, all other provisions of the SDK License Agreement will remain in full force and effect.

16.2.   You will cooperate with Layar and provide information requested by Layar to assist Layar in investigating or determining whether there has been a breach of any other provision of this SDK License Agreement. You hereby authorize Layar to cooperate with: (i) law enforcement authorities in the investigation of suspected criminal violations; and (ii) third parties in investigating acts in violation of this SDK License Agreement. Such cooperation may include Layar providing your username, IP address or other personal data.

16.3.   You agree that if Layar does not exercise or enforce any legal right or remedy under the SDK License Agreement, this will not constitute a formal waiver of Layar's rights and that those rights or remedies will still be available to Layar.

16.4.   Layar agrees that if You do not exercise or enforce any legal right or remedy under the SDK License Agreement, this will not constitute a formal waiver of Your rights and that those rights or remedies will still be available to You.

16.5.   Layar may at any time and without giving notice to you assign its rights under the SDK License Agreement. You may not assign your rights under SDK License Agreement to another party without the prior written consent of Layar. Layar is entitled to attach conditions to its consent, including but not limited to the condition that your successive party consents to and agrees to be bound by the provisions of the SDK License Agreement.