

## NETWORK OPERATOR SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") between the customer ("Customer") and Silver Lining Networks ("Silver Lining Networks") is effective as of the first use of Silver Lining software or services.

**1. License Grant.** Subject to the terms and conditions of this Agreement, Silver Lining Networks hereby grants to Customer, a limited, nonexclusive, nontransferable license during the Term of this Agreement, without right of sublicense, to install Silver Lining Network's Software in one production environment, to internally use the Software solely for purpose of serving web pages with Silver Lining Networks ad insertion service to website traffic on Customer's wireless network. For purposes of this Agreement, "Software" means any and all software and computer code made available by Silver Lining Networks under this Agreement, together with any documentation, fixes, upgrades, or updates, if any, provided to Customer. Customer will not: (a) copy, modify, port, adapt, translate, localize, reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code of the Software; (b) create derivative works based on the Software or merge the Software with any third party software; (c) remove, obscure or alter any proprietary notices or labels on the Software; (d) transfer, lease, assign, sublicense, pledge, rent, share, distribute or allow any lien or encumbrance to be placed on the Software; (e) use the Software to provide services to any third party or for the benefit of any third party (whether by means of a service bureau or otherwise) including, without limitation, any entity or individual that markets, distributes or provides wireless networks, or advertising software or services; (f) Customer may not permit access to the Software by any third party or (g) disclose the results of any performance, functional or other evaluation or benchmarking of the Software. The Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), the Software is provided to U.S. Government end users (a) only as a commercial end item and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. The Software may contain or be distributed with third-party software covered by an open source software license or other third-party software license, and the terms and conditions of this license do not apply to such third-party software.

**2. Title and Warranty Disclaimer.** The Software, including all components thereof, and all worldwide intellectual property rights in the foregoing, are the exclusive property of Silver Lining Networks, its licensors and/or its suppliers. All rights not expressly granted to Customer in this Agreement are reserved by Silver Lining Networks, its licensors and/or its suppliers. The Software is provided as-is. SILVER LINING NETWORKS DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF TITLE, QUALITY, PERFORMANCE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. In exercising its rights with respect to the Software, Customer will at all times comply with (a) its own policies regarding privacy and protection of user information, and (b) all applicable laws, rules and regulations, including (i) those related to processing, storage, use, reuse, disclosure, security, protection and handling of customer information and data, and (ii) applicable export and import control laws and regulations.

**3. Term and Termination.** This Agreement will commence on the Effective Date and will remain in effect as long as the Customer uses Silver Lining Networks' products and services. In the event that Customer fails to make payment of the Software Fee, Customer shall return all Silver Lining Networks equipment within 30 days at Customer's expense. Silver Lining Networks may terminate this Agreement, effective immediately upon written notice to Customer, if (a) Customer materially breaches Section 1 of this Agreement, (b) Customer fails to pay any portion of the fees when due under this Agreement within thirty (30) days after receiving written notice from Silver Lining Networks that payment is overdue, or (c) Customer breaches any other provision of this Agreement and does not cure the breach within thirty (30) days after receiving written notice thereof from Silver Lining Networks. Upon termination of this Agreement for any reason, (a) any amounts owed to Silver Lining Networks under this Agreement before such termination will be immediately due and payable, (b) all licensed rights granted in this Agreement will immediately cease to exist, and Customer must promptly discontinue all further use of the Software and Documentation, and (c) Customer must destroy all tangible copies of the Software and Documentation and erase all electronic versions thereof, except for copies created as part of Customer's standard back-up archival process. Upon request, Customer will certify to Silver Lining Networks in writing that it has fully complied with the requirement in the foregoing sentence. Sections 1, 2, 3, 4, 5, 6 and 7 will survive termination of this Agreement for any reason.

4. **Fees and Payment.** Customer shall pay to Silver Lining Networks an ad insertion fee based as agreed upon and set forth in their account settings. Except as set forth herein, the Software Fees are non-refundable. Customer shall pay all invoices in full within thirty (30) days from the date of such invoice. Any sums not paid when due shall accrue interest at the lesser of 1.5% per month or the maximum amount permitted under applicable law. Customer shall pay all of Silver Lining Network's reasonable costs and expenses (including reasonable attorney's fees) if legal action is required to collect undisputed outstanding balances. All amounts payable to Silver Lining Networks shall be in U.S. Dollars. Customer will be responsible for payment of all taxes (other than taxes based on Silver Lining Network's income), fees, duties, and other governmental charges, including sales and use tax, VAT and GST, and any related penalties and interest, arising from the payment of fees or other amounts to Silver Lining Networks under this Agreement. Customer will make all payments to Silver Lining Networks free and clear of, and without reduction for, any withholding taxes. If a certificate of exemption or similar document is required to exempt Customer from sales or use tax liability, Customer shall obtain and furnish to Silver Lining Networks evidence of such exemption with this Agreement in a form reasonably satisfactory to Silver Lining Networks.

5. **Confidential Information.** Each party (the "Disclosing Party") may disclose to the other party (the "Receiving Party") certain information regarding the Disclosing Party's business, including technical, marketing, financial, employee, planning, and other confidential or proprietary information ("Confidential Information"). Any information that the Receiving Party knew or should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party, will be considered Confidential Information of the Disclosing Party. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

6. **Limitation on Liability.** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF ANY REMEDY. SILVER LINING NETWORKS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY ADVERTISING, INTERNET SEARCHES, OR PAGE VIEWS RESULTING FROM ADVERTISING OR INTERNET SEARCHES. EACH PARTY'S CUMULATIVE LIABILITY FOR ANY AND ALL LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THE SOFTWARE, PROFESSIONAL SERVICES, WHETHER UNDER THIS AGREEMENT OR OTHERWISE, SHALL NOT EXCEED SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO SILVER LINING NETWORKS UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM GIVING RISE TO LIABILITY.

7. **Miscellaneous.** This Agreement shall be governed the laws of the State of Oregon. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modifications, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Customer agrees that if Silver Lining Networks has a reasonable belief that Customer's use of the Software is not in compliance with the terms and conditions of this Agreement, Silver Lining Networks may notify Customer of such belief and audit Customer's use of the Software solely to verify such compliance or non-compliance. Customer hereby grants Silver Lining Networks the right to use Customer's corporate logo in connection with its promotional materials, and to identify Customer as a customer. Silver Lining Networks shall not be liable in any respect for failures to perform hereunder due wholly or substantially to the elements, acts of God, labor disputes, restrictions, armed hostilities, acts of terrorism, riots and other events beyond the reasonable control of Silver Lining Networks and the time for performance of obligations hereunder by Silver Lining Networks subject to such event shall be extended for the duration of such event. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.