



PREFERABLI SDK LICENSE TERMS

These Preferabli SDK License Terms (the "Agreement") are an agreement between you ("you", "Licensee") and RingIT, Inc., d/b/a Preferabli, with offices at 202 Walton Street, Suite 401, Syracuse, NY 13202 ("Preferabli"). This Agreement applies to the Preferabli Software Development Kit ("SDK") referred to as 'Preferabli-for-iOS' and 'Preferabli-for-Android', as the case may be. This Agreement also applies to any updates, supplements, Internet-based services, and support service for this SDK, unless otherwise specified by Preferabli.

1 REQUIREMENTS AND USE.

1.1 REQUIREMENTS. To use this SDK, you must (a) have a separate agreement with Preferabli which incorporates the current Preferabli Terms and Conditions ("Master Preferabli Agreement"); and (b) accept this Agreement. If you do not meet conditions (a) and (b), you may not use the SDK.

1.2 USE. Subject to your compliance with the Limited Scope (as defined in the Master Preferabli Agreement) and the other terms set forth in your Master Preferabli Agreement (which may, among other things limit your incorporation of the SDK into a specified application and/or access to specified functionalities), you may use the SDK in your application that runs on the iOS platform and/or Android platform, as the case may be ("Authorized Application") during the Term (as defined in your Master Preferabli Agreement). The SDK may include third-party frameworks that Preferabli sublicenses to you under this Agreement. Notices, if any, for such third-party frameworks are included for your information only.

1.3 ADDITIONAL REQUIREMENTS. The SDK contains code that you are permitted to distribute in your Authorized Application. To distribute SDK code you must: (a) comply with your Master Preferabli Agreement, (b) comply with the applicable rules and policies regarding applications in the iOS, Mac and/or Android stores; (c) require distributors and external end users to agree to terms that protect the SDK code at least as much as this Agreement; and (d) indemnify, defend, and hold harmless Preferabli from any claims, including attorneys' fees, related to the distribution or use of your applications. You may not: (A) alter any copyright, trademark or patent notice in the SDK; (B) use Preferabli Materials (as defined in your Master Preferabli Agreement) other than as specified in the Master Preferabli Agreement or the SDK; (C) include SDK code in malicious, deceptive or unlawful applications; or (D) modify or distribute the source code of the SDK so that any part of it becomes subject to an Excluded License. An "Excluded License" is one that requires, as a condition of use, modification or distribution, that the code be disclosed or distributed in source code form or others have the right to modify it. If you give feedback about the SDK to Preferabli, you give to Preferabli, without charge, the irrevocable right to use, share and commercialize your feedback in any way and for any purpose.

2 LICENSE RESTRICTIONS. The SDK is licensed, not sold. This Agreement only grants, during the Term, certain rights to use the SDK. Preferabli reserves all other rights. You may use the SDK during the Term only as expressly permitted in this Agreement. In doing so, you must comply with any technical limitations in the SDK that only allow you to use it in certain ways. You may not: (a) work around any technical limitations in the SDK; (b) reverse engineer, decompile or disassemble the SDK, except and only to the extent that applicable law expressly permits, despite this limitation; (c) make more copies of the SDK than specified in this Agreement or allowed by applicable law, despite this limitation; (d) publish the SDK for others to copy; (e) rent, lease or lend the SDK or otherwise use it in a service-bureau basis; (f) transfer the SDK or this Agreement to any third party; or (g) use the SDK for any purposes in violation of this Agreement or the Master Preferabli Agreement.

3 DOCUMENTATION. Included in the SDK is certain documentation and technical limitations. Your use of the documentation is solely for your internal, reference purposes and you must comply with all technical limitations set forth in the documentation.

4 SUPPORT SERVICES. Due to the fact that you will be incorporating the SDK into your Authorized Application, Preferabli is not obligated to provide any support services with respect to the SDK unless otherwise provided for in a separate agreement with Preferabli.

5 COMPLIANCE WITH LAWS. Each party shall comply with all applicable import and export laws, restrictions and regulations of any United States or foreign agency or authority and agrees not to export or re-export, or allow the export or re-export of any product, technology or information it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any such laws, restrictions or regulations.

6 DISCLAIMER OF WARRANTY. THE SDK IS LICENSED "AS-IS." YOU BEAR ALL THE RISK OF USING IT. DUE TO THE FACT THAT YOU WILL BE RESPONSIBLE FOR ALL CODING OF THE SDK INCORPORATED INTO YOUR AUTHORIZED APPLICATION, PREFERABLI ASSUMES NO RESPONSIBILITY AND MAKES NO WARRANTY AS TO SUCH INCORPORATION OR THE SDK PERFORMANCE WITHIN YOUR AUTHORIZED APPLICATION. TO THE EXTENT ALLOWED BY APPLICABLE LAW, PREFERABLI HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE AND NON-INFRINGEMENT, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. PREFERABLI DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS THAT THE SDK AND/OR SERVICES PROVIDED BY PREFERABLI UNDER THIS AGREEMENT WILL BE ERROR-FREE OR PROVIDE UNINTERRUPTED USE. PREFERABLI DOES NOT WARRANT ANY CONTINUING FUNCTIONALITY IN THE SDK AND SHALL HAVE NO LIABILITY HEREUNDER FOR ANY FAILURE OF ANY FUNCTIONALITY IN THE SDK WHICH REQUIRES YOU TO UPDATE INTEGRATION OF THE SDK INTO YOUR AUTHORIZED APPLICATION.

7 ENTIRE AGREEMENT. This Agreement, as amended from time to time, together with your Master Preferabli Agreement, represent the entire agreement with respect to the SDK. In the case of a conflict between this Agreement and the Master Preferabli Agreement, the terms of this Agreement shall control.

8 CONTROLLING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to its conflict of law rules.

9 LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. YOU CAN RECOVER FROM PREFERABLI AND ITS SUPPLIERS ONLY DIRECT DAMAGES UP TO U.S. \$5.00. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES. THIS LIMITATION APPLIES TO ANYTHING, WHETHER PREFERABLI KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES, RELATED TO THE SDK AND/OR CLAIMS FOR BREACH OF CONTRACT, BREACH OF WARRANTY, GUARANTEE OR CONDITION, STRICT LIABILITY, NEGLIGENCE, OR OTHER TORT TO THE EXTENT PERMITTED BY APPLICABLE LAW.

10 TERMINATION. Preferabli may immediately terminate this Agreement upon written notice if you breach any of your obligations or any license provision herein. Licensee may terminate its rights under this Agreement at any time upon written notice to Preferabli. This Agreement shall immediately terminate upon termination of the Master Preferabli Agreement. Any accrued payment obligations to Preferabli (whether under the Master Preferabli Agreement or otherwise), the provisions of Sections 2, 5, 6, 7, 8, 9, 10 and 11, and any cause of action for breach of this Agreement prior to termination, shall survive any expiration or termination of this Agreement.

11 GENERAL

11.1 ASSIGNMENT. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Agreement nor the licenses granted herein are transferable by Licensee without the prior written consent of Preferabli, which consent shall not be unreasonably withheld, and any attempt to do so shall be void and of no force and effect. For the avoidance of any doubt and not by way of limitation, in

addition to any other reasons reasonably applicable, Licensee acknowledges and agrees that it is reasonable for Preferabli to withhold consent if an assignment by Licensee (i) is to a competitor of Preferabli; (ii) is to a former licensee terminated by Preferabli; and/or (iii) would materially alter the circumstances or scope of the license or the Master Preferabli Agreement such that different pricing terms may be applicable.

11.2 NOTICES AND REQUESTS. Except as set forth otherwise herein, all notices, requests and other communications hereunder shall be in writing and shall be delivered in person or sent by nationally recognized overnight courier service or by facsimile transmission (with confirmation of receipt) to the address or facsimile number designated in writing by the receiving party. Unless otherwise provided, notice shall be effective on the date it is officially recorded as delivered, as evidenced by delivery receipt or equivalent.

11.3 RELATIONSHIP OF THE PARTIES. Nothing in this Agreement will be construed to constitute either party as the agent, employee or representative of the other party and no joint venture or partnership will be created hereby. Neither party will make or have the power or authority to act for, bind or otherwise create or assume any obligation on behalf of the other party for any purpose whatsoever.

11.4 AMENDMENT AND WAIVER. Except as set forth below, (i) no amendment, change, waiver or discharge hereof shall be valid unless in writing and signed by both parties, (ii) any waiver or consent by either party to any variation from any provision of this Agreement shall be valid only in the specific instance in which it is given, and (iii) no such waiver or consent shall be construed as a waiver of any other provision of this Agreement or with respect to any similar instance or circumstance. Notwithstanding the foregoing, Preferabli may modify, update, change, discontinue or sunset the SDK (and this Agreement as it applies to such changed SDK) from time to time by posting such amended SDK to any code repository utilized by Preferabli; provided however, that Preferabli shall use commercially reasonable efforts to provide advance notice to you of the posting of a revised SDK (such notice may be via general posting to Preferabli's website or email to your point of contact under the Master Preferabli Agreement). You understand and agree that the failure to install an update to the SDK in your Authorized Application may impact the ongoing functionality of the SDK.

11.5 SAVINGS CLAUSE. In the event any provision of this Agreement, or the application thereof, becomes or is declared by a tribunal of competent jurisdiction to be illegal, void or unenforceable, that provision shall be limited, eliminated or modified to achieve, to the maximum extent possible, the economic, business and other purposes of the original provision, and the remainder of this Agreement will continue in full force and effect.