SDK LICENSE TERMS FOR AGENT DEVELOPERS

These SDK License Terms for Agent Developers (hereinafter these "License Terms") constitute an agreement (hereinafter this "Agreement") between the Developer and Exaget Oy (hereinafter "Exaget") regarding the terms relating to the use of the SDK. "Developer" shall mean either (a) you as an individual or (b) your company, if you are using the SDK under this Agreement in your capacity as an employee, representative or agent of a company. "Exaget" shall mean Exaget Oy, Business ID 2446666-5, address Energiakuja 3, 00180 Helsinki, Finland.

By checking the "I Agree to the terms and conditions of the SDK License Terms" box, Developer agrees to be bound by this Agreement. If you do not agree to this Agreement, then do not check the afore-mentioned "I Agree" box and do not use the SDK.

1.   DEFINITIONS

"Ad Placement Service" shall mean an online platform service provided by Exaget to its broadcaster and advertiser customers under Broadcaster Service Agreements and Advertiser Service Agreements, respectively, enabling the placement of targeted advertisements or other content of the advertiser customers into the internet radio streams of the broadcaster customers.

"App Libraries" shall mean any software code or libraries that Exaget has included in the SDK for the Developer to incorporate into its End-User Applications.

"Broadcaster Customer" shall mean an internet radio broadcaster who has entered into a Broadcaster Service Agreement with Exaget and uses and/or distributes End-User Application(s) to broadcast internet radio stream(s) controlled by such broadcaster.

"Broadcaster Service Agreement" shall mean an agreement entered into by Exaget and Exaget's broadcaster customer concerning the use of Exaget's Ad Placement Service by the customer and any services related thereto.

"Developer Agency Agreement" shall mean an agency agreement entered into between Exaget and the Developer, wherein the parties have agreed on the appointment of the Developer as an agent of Exaget for marketing and promoting the sale of Exaget's products and services, and where the parties have agreed upon a SDK license to be granted under a separate agreement to the Developer for the purpose of developing application programs designed to function with the Ad Placement Service.

"End-User" shall mean any end-user of an End-User Application.

"End-User Application" shall mean an internet radio related application program, including without limitation mobile applications, developed by Developer and designed to function with

and take advantage of Exaget's Ad Placement Service either by the incorporation of App Libraries or otherwise.

"License Fee" shall mean the fee for the right to use the SDK in the manner and during the term stated herein.

"New Release" shall mean improved release of the SDK, which includes routine corrections of known errors and malfunctions and may also contain some feature additions and/or enhancements.

"Pricing Policy" shall mean the effective pricing policies of Exaget applicable to Developer.

"SDK" shall mean the software development kit created and distributed by Exaget to enable the development of application programs designed to function with Exaget's Ad Placement Service. The definition includes any App Libraries, API information, programs and utilities included to test or compile the application programs, related documentation, including documentation in on-line format, and related items. For the purposes of this Agreement, any versions of such software development kit designed for the publication of such application program on a different platform, including without limitation mobile platforms, desktop platforms and platforms running on any embedded system, shall be considered as the same SDK.

2.   GRANT OF LICENSE

Subject to the terms of this Agreement and the payment of any applicable License Fees as provided in the Pricing Policy, Exaget hereby grants to Developer a revocable, non-exclusive, non-transferable, limited and worldwide license to (i) use and make copies of the SDK and related documentation solely for the purposes of development of End-User Applications and the promotion of such End-User Applications to prospective Broadcaster Customers to the extent such promotion is within the agency appointment of the Developer under the Developer Agency Agreement, such license including a limited right to distribute the App Libraries as part of End-User Applications solely for the purpose of demonstrating such End-User Applications to prospective Broadcaster Customers, and (ii) distribute the App Libraries as part of End-User Applications delivered to a Broadcaster Customer for the purpose of enabling such Broadcaster Customer to receive the Ad Placement Service from Exaget under the applicable Broadcaster Service Agreement and a separate SDK license related thereto.The license shall include use of the SDK by suppliers and subcontractors of the Developer while and to the extent they perform work or provide services for the Developer for the afore-mentioned purpose. Any renting, time-sharing or service provisioning of the SDK, or any part of it, is not within allowed use.

Developer shall not in any other way use, copy or distribute the SDK and the related documentation, except for and to the extent provided by mandatory provisions of applicable law. Developer may not sell, transfer, rent, assign, lease, loan, sublicense, lend, resell, redistribute or otherwise share the SDK or related documentation. Further, the Developer shall not modify, make derivative works based upon, recreate, generate, disassemble, decompile, reverse engineer, reverse assemble, reverse compile or otherwise attempt to derive the human-readable form of the source code of the SDK or any portion thereof, nor shall Developer permit any other person or entity to do so or except for and to the extent provided by mandatory provisions of applicable law.

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Developer agrees and commits not to use the SDK for creating and presenting content which contains elements that are unlawful, unethical, or otherwise unfit for publication and agrees and commits not to use the SDK in any other manner unlawful or unethical.

Developer is obliged to control that the use of the SDK and the related documentation corresponds to the license granted by the Exaget to the Developer.

To the extent the software contains open source components, such open source components are licensed under their respective licenses and not this grant of software license.

3.   SOFTWARE MAINTENANCE AND SUPPORT

During the time Developer's license granted under this Agreement is in force, and subject to the payment of any applicable support and maintenance fees under the Pricing Policy, the Developer is entitled to technical support and maintenance as stated herein.

Maintenance services under this Section 3 shall include work for creation of routine corrections or workarounds to the SDK in cases where the error causes the SDK to be unusable or unavailable, and where the SDK is not functioning as designed and the performance or quality of the SDK is significantly downgraded, severely impacting its functionality or usability, provided that the error can be reproduced within the SDK running in standard operating system conditions.

Exaget will provide to Developer access to New Releases and related documentation changes, when and if Exaget, in its sole discretion, introduces such New Releases. All New Releases shall be offered to the Developer without a separate charge during the time this Agreement is in force.

Developer acknowledges and agrees that Exaget may from time to time, in its sole discretion, release and make available to Developer such upgrades or updates to the SDK and App Libraries which the Developer must install and/or apply to its systems, software and/or application program in order for the Developer's End-User Application to function properly with Exaget's Ad Placement Service ("Mandatory Update"). For the sake of clarity, introduction of any Mandatory Updates may require that Developer releases to its customers updates to or updated versions of its application programs. Exaget shall notify Developer of any Mandatory Update, at a minimum, 90 days before the date on which the Ad Placement Service will, without the introduction of the Mandatory Update, cease to function properly with the SDK and Developer's application program. The installation and/or introduction of any Mandatory Updates shall be performed by the Developer.

Support shall be available to the Developer by using a designated support request web form on the Exaget website (exaget.com) ("Support Request").

Support provided to Developer by Exaget under this Section is strictly limited to (i) advice in questions regarding the installation and operational use of the SDK, (ii) advice and assistance in identifying causes of errors in the software included in the SDK, where reasonably possible for Exaget, and (iii) workarounds to such identified errors, where reasonably available to Exaget. The support does not include a promise or guarantee that the issue raised by the Developer can be solved. For the avoidance of doubt it is expressly stated that the support service provided to Developer under this Agreement shall not include any kind of training, system administration, network administration, desktop support, server support or consulting service, or any services of similar nature.

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Support provided to Developer by Exaget under this Section shall be limited to the amount of Support Requests and/or hours of support specified in the Pricing Policy. Requests in excess of this amount shall be charged per hour applying Exaget's standard pricing. If no such amount has been agreed upon or specified in the Pricing Policy, all support under this Agreement shall be charged per hour applying Exaget's standard pricing.

4. SUPPORT AND MAINTENANCE FOR END-USER APPLICATIONS

During the time Developer's license granted under this Agreement is in force and conditionally for a fixed period thereafter, as further described below, the Developer commits to providing technical support and maintenance to Broadcaster Customers and/or Exaget for any End-User Applications as stated herein.

Developer shall provide maintenance services to a Broadcaster Customer subject to the prices and terms agreed between the Developer and such Broadcaster Customer. However, such maintenance services must, at a minimum, include work for creation of routine corrections or workarounds to the End-User Application in cases where the error causes the End-User Application to be unusable or unavailable, and where the End-User Application is not functioning as designed and the performance or quality of the End-User Application is significantly downgraded, severely impacting its functionality or usability.

Developer shall provide support services to a Broadcaster Customer subject to the prices and terms agreed between the Developer and such Broadcaster Customer. However, such support services must, at a minimum, include (i) advice and assistance in identifying causes of errors in the End-User Application, where reasonably possible for Developer, and (ii) workarounds to such identified errors, where reasonably available to Developer.

Exaget shall have the right to request or demand from the Developer the performance of the above-mentioned services on behalf of and/or for the benefit of any Broadcaster Customer, in which case such services shall be performed by the Developer for the benefit of Exaget on the same terms and at the same prices that would be applied to such Broadcaster Customer.

In respect of Broadcaster Customers whose Broadcaster Service Agreement is in force at the time of the termination of this Agreement, the obligations of Developer under this Section 4 shall survive the termination of this Agreement and shall be in force for the duration of such Broadcaster Service Agreement but, however, in any case not longer than 12 months from the termination of this Agreement.

5. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS, INDEMNIFICATIONS

The SDK and related documentation licensed to Developer hereunder is protected by copyright. All rights, including but not limited to copyright and other intellectual property rights, title and interest in or to the SDK and documentation, translations, modifications, enhancements, changes or copies thereof as well as derivative works based upon the SDK and related documentation, shall at all times remain the property of the Exaget or its licensors. This Agreement does not transfer to Developer title to any intellectual property contained in the SDK or related documentation.

Developer shall, at its own expense, indemnify, hold harmless, and defend Exaget from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use and distribution of Developer's products that contains or is based upon any portion of the SDK, provided that Exaget gives Developer prompt written notice of any such claim, permits Developer to defend or settle the claims at Developer's expense and cooperates with Developer, at Developer's expense, in defending or settling such claim.

Exaget shall, at its own expense, defend Developer against claims and indemnify Developer against any final judgement in relation to claims that the SDK furnished under this Agreement infringe a trade secret or copyright in your country, provided that Developer (i) gives Exaget prompt written notice of such claims, (ii) permits Exaget to defend or settle the claims, and (iii) provides all reasonable assistance to Exaget in defending or settling the claims. In relation to such claim or suspicion thereof, Exaget shall have the right at any time and at his sole option and expense to (i) obtain the right of continued use for the SDK, (ii) modify the SDK so that it becomes non-infringing; or (iii) terminate the license and return to the Developer the licence fee paid, prorated over the effective term of the use (for these purposes three years is considered the life-length of perpetual licenses). THIS PARAGRAPH STATES THE ENTIRE LIABILITY OF EXAGET AND DEVELOPER'S SOLE AND EXCLUSIVE REMEDIES FOR PATENT OR COPYRIGHT INFRINGEMENT, TRADE SECRET MISAPPROPRIATION OR ANY OTHER INTELLECTUAL PROPERTY RIGHT INFRINGEMENT IN RELATION TO THE SDK. EXAGET SHALL HAVE NO LIABILITY WHATSOEVER FOR, AND NO OBLIGATIONS IN RELATION TO, ANY INFRINGMENTS OF PATENTS. THE ENTIRE LIABILITY OF AND THE MAXIMUM MONETARY VALUE OF ANY OBLIGATIONS OF EXAGET UNDER THIS PARAGRAPH MAY NOT IN TOTAL EXCEED THREE (3) TIMES THE LICENSE FEE PAID BY THE DEVELOPER.

6.　　TERM AND TERMINATION

The license granted by this Agreement shall be in force for the duration of the Developer Agency Agreement and shall automatically terminate upon the termination of the Developer Agency Agreement, unless terminated at an earlier occasion as provided in this Agreement or in any agreed additional restriction.

Developer may terminate this Agreement at any time by notifying Exaget.

Exaget may, in its sole discretion, immediately terminate this Agreement and the license granted hereunder if any of the following events shall have occurred and are continuing: (a) if Developer becomes bankrupt, insolvent, ceases the active conduct of its business or dissolves or liquidates or assigns its business for the benefit of creditors or if any receiver, trustee, or similar officer is appointed to take charge of Developer's business or properties, (b) if Exaget is required to do so by law, or (c) if Developer fails to comply with any obligation required under this Agreement.

The termination of the license automatically terminates also this Agreement. Upon any termination or expiration of this Agreement, the license granted by Exaget to Developer hereunder shall terminate. Developer shall cease using the SDK immediately upon any termination of this Agreement. In addition, Developer shall promptly deliver the SDK and the documentation and all copies of same to Exaget. Alternatively, Developer shall certify in writing to Exaget that all such materials have been destroyed.

Notwithstanding the above, sections of and obligations under this Agreement which by their nature are meant to survive, including without limitation obligations of the Developer under Section 4, shall survive the termination of this Agreement.

7. WARRANTIES

Exaget warrants that the SDK materially conforms to the specifications and descriptions of the SDK as included on the Exaget web site (Exaget.com) at the time of signature of this Agreement or the delivery of the SDK, whichever is earlier ("Specification"). The period for this warranty is ninety (90) days from the date of delivery or installation, whichever is earlier. Should the SDK not materially conform with the Specification and provided that Developer notifies Exaget thereof during the warranty period, Exaget will render the SDK so that it conforms with the Specification or revoke this license and give Developer full refund of the license fees paid by Developer for the use of the SDK.

Exaget is not responsible for the operation of an external telecommunications operator or the operation or malfunctions of telecommunication links, public data network or public communications provided by the telecommunications operator.

Notwithstanding the warranty provisions of the above paragraph, Exaget shall have no warranty obligations if (i) Developer has used or is using the SDK in a manner or in such environment that does not conform to Exaget's written instructions or the provisions in the SDK documentation, (ii) Developer or any third party has modified, or attempted to modify the SDK, (iii) errors are caused by Developer's software or hardware malfunctions or failures, or (iv) Developer has refused to implement any changes recommended by Exaget.

EXAGET MAKES NO OTHER WARRANTIES. EXAGET DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SDK WILL MEET THE DEVELOPER'S REQUIREMENTS OR THAT THE SDK WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR IN ALL COMBINATIONS SELECTED FOR USE. ESPECIALLY THERE ARE NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO IMPLIED NON-INFRINGEMENT WARRANTY AND ANY WARRANTY IS STRICTLY LIMITED TO WHAT IS EXPRESSLY AGREED.

CERTAIN ELEMENTS OF THE SDK ARE LICENSED FROM THIRD PARTIES FREE OF CHARGE OR COMMERCIALLY. THERE IS NO WARRANTY FOR THOSE ELEMENTS OF THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING, EXAGET, THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THOSE ELEMENTS OF THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY

THE ENTIRE LIABILITY OF EXAGET AND ITS SUPPLIERS TO DEVELOPER OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGE IN RESPECT OF ANY CAUSE OF ACTION RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL, TO THE EXTENT THAT IT IS NOT CAUSED BY GROSS NEGLIGENCE, NOT EXCEED THE EFFECTIVE LICENSE FEE PAID BY DEVELOPER FOR THE USE OF THE SDK.

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IN NO EVENT WILL EXAGET OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS AND LOST SAVINGS, EVEN IF EXAGET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR CLAIMS, DEMANDS OR ACTIONS AGAINST DEVELOPER BY ANY PERSON OR LOSS OF OR DAMAGE TO DEVELOPER'S DATA FROM ANY CAUSE.

9.   CHANGE OF TERMS

In connection with a general revision by Exaget of the license terms applicable to its developer agents, Exaget may, in its sole discretion, make amendments to these License Terms upon 90 days' written notice. Such notice may be provided at any time by sending the Developer an email notification containing such changed terms or a link to such changed terms on the Exaget website (Exaget.com).

10.   MISCELLANEOUS

The operation of the SDK may require certain third party software and this Agreement does not cover license to any such software. Should Exaget assist Developer in the acquisition and/or installation of such software and/or third party licenses, all such licenses are acquired for and in the name of the Developer and all license agreements are entered into by Developer and not Exaget.

Developer shall provide Exaget with valid invoicing details.

Developer expressly acknowledges that in any relationship between Exaget and Developer, or Exaget and any Broadcaster Customer, Exaget itself does not act as a publisher, broadcaster, or advertiser, and is merely a passive conduit with respect to any broadcasting streams and to any advertising or other similar inserted content broadcasted or delivered through any End-User Application.

This Agreement may not be transferred to a third party without the written consent of the other party, except for in cases where Exaget transfers this Agreement in connection with a transfer of the whole business to which this Agreement belongs.

This Agreement shall be governed by and construed under the laws of Finland, exclusive of its choice of law rules.

The parties agree that they shall use their best efforts to settle amicably any disputes, differences or controversies that may arise out of or in relation to or in connection with this Agreement. Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce by one arbitrator appointed in accordance with the said rules. Arbitration shall take place in Helsinki, Finland, and shall be in the English language. Each party must provide at least thirty (30) days prior written notice before instituting this arbitration provision. In addition a party may, at its discretion, bring any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof at the District Court of Helsinki, provided that the sum of any monetary claims by such party is less than EUR 50.000.

If, however, Developer commits a breach of the provisions relating to intellectual property rights, Exaget shall have, in addition to all other rights in law and under this Agreement, the

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right to have such provision specifically enforced by any court having jurisdiction and without need to commence arbitration proceedings, it being acknowledged and agreed that any such breach will cause irreparable damage to Exaget and that money damages will not provide an adequate remedy.