

IBIQUITY DIGITAL CORPORATION
TERMS OF SERVICE (END USER LICENCE AGREEMENT)
FOR THE HD STATION IMAGE VERIFIER WEB APP

1 General

1.1 THESE TERMS OF SERVICE (END-USER LICENCE AGREEMENT) IS A LEGAL AGREEMENT BETWEEN **YOU AND IBIQUITY DIGITAL CORPORATION** ("IBIQUITY") FOR USE OF THE **HD STATION IMAGE VERIFIER WEB APP** SUPPLIED BY IBIQUITY TO YOU, INCLUDING THE WEBSITE, ANY ASSOCIATED SOFTWARE COMPONENTS, ANY MEDIA, AND ANY "ONLINE" OR ELECTRONIC DOCUMENTATION, WHICH SHALL BE COLLECTIVELY REFERRED TO AS THE "SERVICE".

1.2 BY CHECKING THE ACCOMPANYING BOX, CLICKING "ACCEPT," OR OTHERWISE UTILIZING THE SERVICE, YOU AGREE THAT YOU HAVE READ THESE TERMS OF SERVICE END-USER LICENCE AGREEMENT AND IBIQUITY'S STANDARD WEBSITE TERMS OF SERVICE, IF APPLICABLE, AND YOU AGREE TO BE BOUND AT ALL TIMES BY SUCH TERMS (COLLECTIVELY, THIS "EULA"). IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT "ACCEPT" AND DO NOT USE THE SERVICE. THIS EULA REPLACES ALL PREVIOUS END-USER LICENSE AGREEMENTS FOR THE SERVICE.

1.3 If You are accepting this EULA on behalf of a legal entity, You represent that You have the authority to bind such entity to this EULA, in which case the term "You" refers to you and such entity.

2 Grant of License; Ownership

2.1 Subject to the terms and conditions herein, IBIQUITY grants you a limited, personal non-exclusive license to use the Service for the sole purposes of verifying images You upload to the Service and using the Service to create modified versions of the images You upload.

3 Restrictions

3.1 License granted in Section 2.1 is subject always to the following restrictions:

- A. You may only use the Service to reproduce images or create modified versions of images so long as such use is limited to reproduction or modification of non-copyrighted materials, materials in which you own the copyright, or materials you are authorized or legally permitted to reproduce or modify.
- B. You may not reverse engineer, de-compile, or disassemble the Service, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

- C. You may not rent, lease, distribute, copy, or lend the Service. If you rent, lease, distribute, copy or lend the Service, Your rights under this EULA shall immediately terminate.
- D. You may not use the Service for any illegal or unauthorized purpose.
- E. You may not modify or create any derivative works of the Service (or any component thereof).
- F. You must not upload or transmit any worms or viruses or any code of a destructive nature.
- G. You will use the Service for your own internal business purposes only.

4 Term and Termination

4.1 This EULA starts at the time you accept these terms and conditions and it will remain effective until terminated. Without prejudice to any other rights, IBIQUITY may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must discontinue all use of the Service.

5 Warranties; Disclaimer

5.1 **The Service is provided by IBIQUITY “as is” with faults. Any express or implied warranties including, but not limited to, the implied warranties of merchantability, satisfactory quality, non-infringement, and fitness for a particular purpose are disclaimed by IBIQUITY. IBIQUITY does not warrant or guarantee that the Service will be uninterrupted, error free, or defects or that the Service is protected against all possible threats. IBIQUITY does not warrant or guarantee that the images created by the Services may be error-free or without faults and disclaims all warranties, including implied warranties of merchantability, satisfactory quality, non-infringement, and fitness for a particular purpose regarding such images.**

5.2 **In no event shall IBIQUITY be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data or profits; or business interruption) however caused and on any theory of liability, or tort (including negligence or otherwise) arising in any way out of the use of the Service or the images created by the Service, even if advised of the possibility of such damage. In no event will IBIQUITY be liable to you under this EULA or otherwise regardless of the form of claim or action.**

5.3 You assume full responsibility for selecting the Service and using the Service and images the Service creates to achieve Your intended results. You warrant that You have obtained all necessary rights or licenses from the rights holders to the copyrighted images supplied to the Service. You agree to indemnify IBIQUITY and its affiliates, directors, employees, shareholders, and licensors from any claims, loss, cost, damage, expense or liability, including attorneys' fees, arising out of or in connection with Your failure to maintain a secure or compliant system or any claims

against IBIQUITY or its affiliates as a result of Your use of the Service, including any claims of direct or indirect infringement of Your or a third party's intellectual property. As conditions to Your obligations under this Section 8.3, IBIQUITY must: (a) notify You promptly in writing of the action; and (b) grant You sole authority and control of the defense or settlement of the action. Notwithstanding the foregoing, you shall not settle any third-party claim against IBIQUITY unless such settlement completely and forever releases IBIQUITY with respect thereto or unless IBIQUITY provides its prior written consent to such settlement. In any action for which you provide defense on behalf of IBIQUITY, IBIQUITY may participate in such defense at its own expense by counsel of its choice.

6 Miscellaneous

6.1 We reserve the right to modify the Service for any reason, without notice at any time.

6.2 This EULA will also govern any upgrades that replace and/or supplement the Services, unless such upgrades are accompanied by a separate license, in which case the terms of that license will govern.

6.3 You may only run one copy of the Service at a time although this one copy of Licensed Software may be utilized on different Equipment installations owned and operated by You.

6.4 You acknowledge that your use of the Service must be in accordance with the express terms of this EULA.

6.5 You are responsible for all licenses of the copyrighted images (e.g., artwork, logos, etc.) that are sent to, collected, processed, transmitted, or utilized by the Service. No licenses to copyrighted images are provided by IBIQUITY.

7 Interpretation

7.1 In the case of conflict or ambiguity between any provision contained in the body of this EULA and any provision contained in signed written agreement for the Licensed Software, the signed written agreement shall take precedence. If there is no signed written agreement, in the case of conflict or ambiguity between any provision contained in the body of this EULA and IBIQUITY's Standard Terms of Service, then this EULA shall take precedence before the Standard Terms of Service.

7.2 If for any reason a court of competent jurisdiction finds any provision of this EULA, or portion thereof, to be unenforceable, that provision of the EULA will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this EULA will continue in full force and effect.

7.3 No waiver of any breach of any provision of this EULA will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by a duly authorized representative of the waiving party.

7.4 This EULA will be governed by and construed in accordance with the substantive laws in force: (a) in the State of California, if you reside or use the Service in the United States or Canada or (b) in the Republic of Ireland, if you reside or use the Service outside of the United States and Canada.

7.5 This EULA will not be governed by the conflict of laws rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. The Uniform Computer Information Transactions Act, as enacted, shall not apply. The United States District Court for the Central California, when California law applies, and the courts of the Republic of Ireland, when the law of Ireland applies, shall each have jurisdiction over all disputes relating to this EULA.

7.6 IBIQUNITY may replace this EULA with new versions (each a "New EULA") over time as the Licensed Software, IBIQUNITY's Data usage and laws evolve. This EULA will terminate immediately upon the introduction of a New EULA, and you will be given an opportunity to review the New EULA. New EULAs will not be applied retroactively. Your continued use of the Licensed Software after a modification of the EULA will be deemed as your acceptance of any modified terms.

8 Definitions:

In this EULA, unless the context otherwise requires, the following expressions have the following meanings:

"**IBIQUNITY**" outside of the United States of America and Canada means **DTS Licensing Limited**, a company registered in Ireland under No. 430836, and within the United States of America or Canada means iBiquity Digital Corporation, a corporation registered in the State of Delaware.

"**Documentation**" the operating manuals, user instructions, technical literature and all other related materials supplied to You by IBIQUNITY for aiding the use and application of the Service.

"**Equipment**" such computer equipment which You use to access and use the Service.

"**You**" means the corporate entity and/or person that utilizes the Service.

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