

TWIZOO SOFTWARE LICENSE AGREEMENT

This Software License Agreement (this “**Agreement**”) is entered into as the date that the Software (as defined below) is downloaded and/or used by you (the “**Effective Date**”), by and among Twizoo LLC, a Delaware limited liability company (the “**Licensor**”), and you, the party downloading this Software (the “**Licensee**”) (each a “**Party**” and collectively, the “**Parties**”).

RECITALS

WHEREAS, Licensor has developed and owns certain computer software for the aggregation and display of media content (the “**Software**”);

WHEREAS, Licensee wishes to license the Software, as fully set forth in this Agreement; and,

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. LICENSE AND OWNERSHIP

1.1 Grant License. Subject to all of the terms and conditions of this Agreement, Licensor hereby grants to Licensee, a worldwide, nonexclusive, non-transferrable, revocable license, during the Term (as defined herein), to install an unmodified version of the Software on Licensee’s websites and to make the functionality of the Software available to visitors of such websites.

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1.3 Twitter 3rd Party Terms. The Licensee’s use of Content (as defined in the following online terms) provided (directly or indirectly) by Twitter and received through this Agreement are subject to and governed by the terms applicable to use of such Content located at <https://dev.twitter.com/overview/terms/agreement>

<https://dev.twitter.com/overview/terms/policy>
<https://dev.twitter.com/overview/terms/display-requirements>

and

Further, as part of the licensee's access to content under this Agreement, the parties hereby agree that Twitter, Inc. is the licensor of the Content, is as an express third-party beneficiary of this Agreement, is entitled to enforce the terms, conditions and restrictions regarding the use of the Content against you, and is further entitled to preliminary or injunctive relief against you if you breach or otherwise violate this Agreement.

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2. TERM AND TERMINATION

2.1 Term and Termination. The term ("Term") of this Agreement shall be until terminated. This Agreement may be terminated by either Party at any time upon notice to the other.

2.2 Actions Upon Termination. Upon termination of this Agreement, all rights granted under Section 1 shall terminate, Licensee shall disable and remove the Software from any and all of Licensee's websites, and Licensee shall return or destroy all copies of the Software and other Confidential Information (as defined herein) in its possession, if any.

2.3 Survival. The provisions set forth in Sections 1.2, 1.3, 1.4, 2.2, 2.3, and 3-5 shall survive any termination of this Agreement.

3. PROTECTION OF CONFIDENTIAL INFORMATION

3.1 Proprietary Rights and Obligations. Licensee agrees that the code for the Software, as well as any and all non-public information disclosed by Licensor to Licensee, including, but not limited to, proprietary software, technical information, know-how, trade secrets, processes, marketing data, customer lists, business/financial information, and pricing information (the "**Confidential Information**") shall be considered Licensor's confidential information. For as long as such information meets the definition of Confidential Information, Licensee (i) shall store the Confidential Information in a secure and private manner, in accordance with the same practices that Licensee uses to store its own confidential information, but with no less than a reasonable degree of care, and (ii) shall not use or make the Confidential Information available in any form to any person other than, during the Term of this Agreement, implementation of the Software as explicitly permitted herein and disclosure to Licensee's employees and contractors whose job performance requires access, and who have agreed in writing to protect and maintain the confidentiality of the Confidential Information.

Licensee shall be legally responsible for any action taken by a party to whom it provides Confidential Information that would be a violation of this Agreement is performed by Licensee.

3.2 Not Proprietary. Notwithstanding anything to the contrary contained in this Agreement, Licensee shall not have any obligation to treat as Confidential Information any information disclosed by Licensor which: (a) Licensee lawfully received from a third party lawfully in possession thereof that is not under a duty of confidentiality; (b) has become generally publicly known other than by a breach of this Agreement; or (c) is independently developed by Licensee without any reliance on Confidential Information. In the event that any Confidential Information is required to be disclosed by applicable statute or regulation or by judicial or administrative process, Licensee may do so, provided that Licensee will, unless prohibited by law, first notify Licensor in writing so as to provide Licensor the opportunity to obtain such protective orders or other relief as the compelling court or other entity may grant.

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MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR SHALL NOT BE LIABLE FOR ANY DAMAGES HEREUNDER IN EXCESS OF \$1,000.

5. GENERAL PROVISIONS

5.1 Captions. The captions appearing herein are for the convenience of the Parties only and shall not be construed to affect the meaning of the provisions of this Agreement.

5.2 Notices. All notices, requests or instructions hereunder may be made by Licensor to the e-mail address it has for Licensee on-file at that time, which shall be deemed effective when sent.

5.3 Independent Contractors. The Parties agree that each is an independent contractor and that this Agreement does not create any employment relationship between the Parties for taxation or any other purpose. Each Party shall be responsible for the payment of compensation (including provision for employment taxes, worker's compensation and any similar taxes) associated with the employment of its personnel. Neither Party shall have the right to bind the other to any agreement with a third party, or to incur any obligation or liability on behalf of the other Party.

5.4 Partial Invalidity. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, or any such terms in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

5.5 Assignment. This Agreement may not be assigned or transferred by Licensee without the express written consent of Licensor. Licensor may assign or transfer this Agreement at any time, without notice to Licensee. Any impermissible assignment shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.

5.6 Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the State of Delaware, United States of America, without giving effect to its choice or conflict of law provisions. Any disputes arising under or related to this Agreement shall be exclusively heard in a court located in Delaware, United States of America, and the Parties expressly agree to the suitability and convenience of such venue.

5.7 Entire Agreement. This Agreement contains the entire agreement between the Parties hereto with respect to the licensing of the Software, and no modification hereof shall be effective unless in writing and signed by the party against which it is sought to be enforced. This

Agreement and the documents referred to herein supersede all negotiations, agreements and understandings among the Parties with respect to the subject matter hereof.