

Bidapp SDK License Agreement

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This SDK End User License Agreement (the “Agreement”) is a legal agreement between you (either an individual or an entity) and Bidapp Limited (“Bidapp”, or “Company”) regarding the use of Company’s software development kit, which may include user documentation provided in online or electronic form, object code, interface declarations, assemblies, and sample source code (the “SDK”).

By filling in the user information and clicking the button marked “Accept terms and sign up,” or by downloading the SDK and using the Services, you agree to be bound by the terms of this Agreement. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT SELECT THE “ACCEPT TERMS AND SIGN UP” BOX. DO NOT USE THE SDK OR THE SERVICES. YOU WILL NOT BE PROVIDED THE SDK UNLESS AND UNTIL YOU HAVE AGREED TO BE BOUND BY THESE TERMS.

Grant of License

Subject to these Terms, you are granted, a nonexclusive, non transferable, worldwide, royalty-free right and license to use, copy and distribute the SDK in conjunction with the distribution of your own products (the “Products”) and a nonexclusive, non transferable, worldwide, royalty-free right and license to use the relevant and necessary components of the SDK solely to incorporate the SDK into the Products

User Data

If you are a publisher, you acknowledge and agree that by accessing or using the SDK and any Services, you agree that the SDK will enable you to exchange information with Bidapp, and Bidapp may collect and receive information about your use of the Services and information about your end users, including end user device information, end user’s browsing behavior and other information related to providing the Services (“User Data”). User Data does not include de-identified or aggregated data as defined below. You further agree that in connection with the Services and your use of the SDK, Bidapp may provide User Data with third parties who provide services in order to perform and improve the Services. In addition, You grant Bidapp a perpetual, irrevocable, nonexclusive, sublicensable, worldwide, royalty-free and full paid up license to create and exploit in any manner De-Identified or Aggregated Data. De-Identified User Data or Aggregated User Data means the User Data which has been de-identified through the removal of any references to personal information.

By using and accessing the SDK, you agree to and shall comply with all applicable laws, rules and regulations. You must provide appropriate legal notice to, and where necessary, obtain consent from, your end users regarding the scope of collection and sharing of User Data via the Services with Bidapp and third parties, including, for example, device identifiers, IP addresses and location information in accordance with the uses of data described herein.

If You are an advertising network using the SDK to mediate your network traffic, you acknowledge and agree that by accessing or using the SDK and any Services, you agree to and shall comply with the applicable Bidapp policies (including the TOS and Privacy

Policy), as updated by Bidapp from time to time, and all applicable laws, rules and regulations.

Intellectual Property Rights

You understand and agree that Bidapp and its suppliers retain all legal rights, title and interest (to include but not limited to patent, copyright, trademark, trade secret and moral rights) globally to any intellectual property included in the SDK, including, without limitation, all copyrights and other intellectual property rights therein. You may not use, copy, or distribute the SDK without authorization. All rights are reserved.

You are expressly prohibited from: (a) modifying, creating derivative works of, reverse engineering, reverse compiling, or disassembling the SDK; (b) distributing, selling, leasing, renting, lending, or sublicensing any part of the SDK to any third party except as expressly provided herein and as necessary to distribute any Products; (c) using the SDK to develop software to upload or otherwise transmit any material containing software viruses or other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any software or hardware;

In addition, you may not represent that the Products are certified or otherwise endorsed by Company, and you may not use the Company name or any other trademarks or service marks of Company in connection with the Products.

Feedback

You and your authorized users may provide Bidapp with feedback on the SDK including, without limitation, feedback on bugs and faults within or relating to the SDK, or suggestions for improvements or other changes to all or any portion of the SDK. You agree that Bidapp shall own all feedback, ideas, concepts and changes to any portion of the SDK developed or identified in the course of or as a result of your use of the SDK and all associated intellectual property rights ("Feedback Results"), and you hereby assign to Bidapp all of your right, title and interest thereto. You will not knowingly provide Feedback Results that are subject to third party intellectual property rights. You agree to cooperate fully and to ensure that your employees, officers, independent contractors and your authorized users cooperate fully with Bidapp with respect to signing further documents and doing such other acts as are reasonably requested by Bidapp to confirm that Bidapp owns the Feedback Results, and to enable Bidapp to register and/or protect any associated intellectual property rights and/or confidential information.

Privacy

The SDK is designed to, based on permission to be secured by you, obtain and transmit to Company data from end users using the Products to facilitate the serving of ads to such end users. Such data is explained in the Company's Privacy Policy.

You agree that you will protect the privacy and legal rights of your users, prominently display a privacy policy that describes to your users the information that is collected by you and your application and how such information is used and shared. You will maintain and process all user data in accordance with your privacy policy and all applicable laws and regulations in any countries in which your application is distributed or used.

If you are a publisher, you must provide visible notice to, and where necessary, obtain legally sufficient consent from, your users regarding the scope of collection, use, sharing, or other processing of data by Bidapp and Bidapp Partners for personalized advertising purposes, including, for example, device identifiers, location information, and demographic and interest data. You must obtain affirmative consent for the collection of location data and the sharing of such data with Bidapp.

Confidentiality

You agree that the SDK is confidential and proprietary information of Bidapp (“Confidential Information”). Confidential Information does not include information (i) that is or becomes public knowledge or is received by either party without any breach of any confidentiality obligation; (ii) that the receiving party can document was independently developed without use or access to the Confidential Information; or (iii) that the receiving party can document was previously known prior to receipt of the Confidential Information.

You agree to (i) use the Confidential Information only in connection with fulfilling your obligations and exercising your rights under this Agreement; (ii) hold the Confidential Information in strict confidence and exercise due care with respect to its handling and protection, consistent with your protection of your own confidential information but not less than reasonable care, (iii) not publish or disclose the Confidential Information except for disclosures to employees and subcontractors who have a bona fide need to know the Confidential Information.

You agree that any unauthorized disclosure of the Confidential Information would cause irreparable harm and that in the event of any breach or threatened breach of the above confidentiality obligations, Bidapp shall be entitled to obtain equitable relief in addition to any other remedy.

No Support or SDK Maintenance

Bidapp may, but is under no obligation to, provide any support or subscription services for the SDK or any services from Company in connection with the SDK.

Termination

This Agreement shall continue as long as you are in compliance with the terms specified herein or until otherwise terminated. You and/or Bidapp may terminate this Agreement for any reason at any time. You agree, upon termination, to destroy all copies of the SDK within your possession or control. The Confidentiality, Indemnification, Warranty Disclaimer, Limitation of Liability, and Miscellaneous sections set out in this Agreement shall survive any termination of this Agreement.

Warranty Disclaimer

BIDAPP DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, REGARDING THE USE OF THE SDK TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OR WARRANTIES THAT THE SDK

WILL BE ACCURATE, FREE OF ERRORS OR DEFECTS, FREE OF VIRUSES OR CONTAMINATION, UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED. THE SDK IS PROVIDED "AS-IS". YOU ASSUME ALL RISK ASSOCIATED WITH YOUR USE OF THE SDK . YOU ASSUME THE ENTIRE COST OF ANY DAMAGE RESULTING FROM THE INFORMATION CONTAINED IN OR COMPILED BY THE SDK. YOU ASSUME ALL RESPONSIBILITIES FOR SELECTION OF THE SDK TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SDK. YOUR SOLE REMEDY AGAINST BIDAPP FOR DISSATISFACTION WITH THE SDK OR FOR ANY DAMAGE CAUSED THEREBY IS TO STOP USING SUCH SDK. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

Limitation of Liability

YOU AGREE NOT TO TAKE ANY LEGAL ACTION OR MAKE ANY CLAIM AGAINST BIDAPP OR ANY OF ITS SUPPLIERS IN RELATION TO THE SDK AND/OR YOUR USAGE THEREOF. FURTHERMORE YOU AGREE NOT TO SUPPORT ANY SUCH ACTIONS OR CLAIMS BY ANY OF YOUR CUSTOMERS WHO MAY RECEIVE THE SDK AS PART OF YOUR PRODUCTS.

YOU ACKNOWLEDGE AND AGREE THAT ANY USE OR DISSEMINATION BY YOU OF THE SDK IS YOUR SOLE RESPONSIBILITY AND AT YOUR OWN RISK. YOU ACKNOWLEDGE AND AGREE THAT BIDAPP BEARS NO LIABILITY OR RESPONSIBILITY FOR SUCH USE OR DISSEMINATION. AS SUCH, EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT WILL BIDAPP BE LIABLE TO YOU FOR ANY DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, TO INCLUDE DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, WHETHER RELATED TO BUSINESS INTERRUPTION/WORK STOPPAGE, LOST PROFITS, LOSS OF DATA, COMPUTER MALFUNCTION OR FAILURE OR OTHERWISE. EVEN IF BIDAPP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES IN ANY ONE OR MORE CAUSE OF ACTION EXCEED \$50. THIS LIMITATION WILL APPLY REGARDLESS OF THE FAILURE OF ANY ESSENTIAL REMEDY.

Indemnification

YOU AGREE TO FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS APPODEAL, ITS LICENSORS, DIRECTORS, OFFICERS AND EMPLOYEES, AGAINST ANY AND ALL THIRD PARTY CLAIMS, DEMANDS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES, (INCLUDING ATTORNEYS' FEES), ARISING OUT OF, RELATED TO OR WHICH MAY ARISE OUT OF (I) YOUR USE OF THE SDK OR THE USER DATA, (II) ANY APPLICATION YOU DEVELOP THEREFROM, (III) ANY INTELLECTUAL PROPERTY INFRINGEMENT CLAIM THAT ARISES FROM YOUR USE OF THE SDK AND ANY APPLICATION DEVELOPED THEREFROM, AND/OR (IV) YOUR BREACH OF THIS AGREEMENT AND/OR ANY BREACH OF APPLICABLE LAW INCLUDING WITHOUT LIMITATION ANY APPLICABLE DATA PRIVACY REGULATIONS OR LAWS.

Government End Users

The SDK and accompanying documentation are deemed to be “commercial computer SDK” and “commercial computer SDK documentation”, as applicable (the “Regulations”). Consistent with the Regulations, the SDK is being licensed to England and Wales Government end users (a) only as commercial items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

Export Controls

You acknowledge and agree that you will not import, export, or re-export, directly or indirectly, any commodity (including, without limitation, the SDK or related information) to any country in violation of the laws and regulations of any applicable jurisdiction. This restriction expressly includes, without limitation, the export regulations of England and Wales. You further agree to defend, indemnify and hold harmless Bidapp, its affiliates and their respective directors, officers, employees, agents and representatives from any losses, costs, claims or other liabilities arising out of your breach of this section.

Governing Law

This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the laws of England and Wales, without reference to its conflict of laws principles. The Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Miscellaneous

No delay or failure to take action under this Agreement will constitute a waiver unless expressly waived in writing, signed by a duly authorized Bidapp representative, and no single waiver will constitute a continuing or subsequent waiver. If any provision is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement constitutes the entire agreement between the parties with respect to your use of the SDK.

Changes to the Agreement

Bidapp shall have the right to unilaterally change or add to the terms of this Agreement at any time upon notice by any means Bidapp determines in its discretion to be reasonable, including sending you an email notification, or by simply referencing a posted, newly revised version of the Agreement on its website. It is your responsibility to review the most updated version thereof. By continuing to use the SDK following such modifications, you agree to be bound by such modifications.

Legal address of the company

Bidapp Limited, 27 Old Gloucester Street, London, England, WC1N 3AX.