

PROJECTIVE GLOBE License and Service Agreement

Definitions

The following terms and expressions shall have the following meanings:

Affiliate: any corporation, company or other entity that directly or indirectly controls, is controlled by, or is under common control with, PROJECTIVE GLOBE. For the purpose of this definition, the word "control" shall mean the direct or indirect ownership of more than fifty percent (50%) of the outstanding voting stock of the corporation, company, or other entity.

Agreement: this Developer License and Service Agreement, as may be renewed and/or amended from time to time.

"PG": refers to the "PROJECTIVE GLOBE" which provides the Mobile Data Sharing Kit and Mobile Data Sharing Services described by the PROJECTIVE GLOBE brand name. PROJECTIVE GLOBE is a company established and registered under the California State laws, in the state of California in the UNITED STATES OF AMERICA.

"Developer": the developer of Application for Mobile devices and/or Desktop Computers.

"MDSK": refers to the "Mobile Data Sharing Kit" consisting of Application Interfaces and Functionalities which can be utilized by Mobile and Desktop Applications to provide data sharing functionality such as voice, pictures, video, Calendar, location information and messages on end-users device through its infrastructure for a given platform or operating system.

"Services": refers to "Mobile Data Sharing Services" consisting of:

- (i) Invitation Services such as sending, accepting and rejecting member invitations
- (ii) User Search services
- (iii) Data Submission services
- (iv) Push notification services

"PROJECTIVE GLOBE Website": any and all elements, contents and the 'look and feel' of the website available under the URL, www.projectiveglobe.com.

"Documentation": any online or otherwise enclosed documentation provided by PROJECTIVE GLOBE.

"Effective Date": the date on which this Agreement is entered into by clicking on the Accept button or upon installation or use of the MDSK and use of Services by Developer, whichever occurs earlier.

"IP Rights": means (i) patents, pending patent applications, designs, trade marks and trade names (whether registered or unregistered), copyright and related rights, database rights, know-how and confidential information; (ii) all other intellectual property rights and similar or equivalent rights worldwide which currently exist or are recognized in the future; and (iii) applications, extensions and renewals in relation to any such rights.

"Password": refers to a code Developer select, which, in combination with the User ID, gives Developer access to Developer Account.

“Additional Terms”: the terms and conditions and policies applicable to Developer use of the “MDSK” and “Services” in addition to this Agreement.

“Store”: refers to the “Application Store” which provides online Mobile Application and Services for purchasing and downloading for a fee or free.

1. The PG Products and Services.

PG offers Developers the ability to share data in-app and/or between apps within mobile devices and desktop computers. This is accomplished with MDSK. In order to develop for and access the PG MDSK and its Services you agree to all the terms set forth herein.

2. Registration.

You agree to provide all the information required in the registration page on PG and to provide completely truthful information.

3. Terms of License and Service Agreements.

Provided that you comply at all times with the terms of this PG License and Service Agreement, PG will provide you with MDSK and use of its Services. PG hereby grants and you hereby accept, a non-exclusive, non-transferable and limited license (but not to alter in any way or sublicense except as permitted hereunder) to use the MDSK and Services. The license granted in Section 3 is subject to the following conditions and restrictions: you shall not (a) disassemble, de-compile, reverse engineer or otherwise try to discover the source code for the MDSK and Services, (b) sublicense, rent, lease, lend or otherwise transfer the MDSK and Services or any related database, (c) not use the MDSK and Services to provide processing services to third parties or otherwise use the MDSK and Services on a service bureau basis, electronically distribute for the purpose of creating a service bureau or timeshare the MDSK and Service, and (d) not intentionally remove or alter any patent or copyright notices, proprietary markings, trademarks or trade names from the MDSK and Services; (e) compile or extract, directly or indirectly, all or large portions of the data from the MDSK and Services, including any related database; or (f) grant access to the MDSK and Services to any person or entity that is not an authorized user.

4. Use of Data and Privacy Policy.

You agree to post clearly on your site and in a privacy policy exactly how the data you gather will be used and the terms under which it will be stored. You agree that you will not build an application that is in any way libelous, illegal or that condones libelous or illegal behavior.

5. Responsibility for Developer Application.

You agree that you will be entirely responsible for your Application, including content included therein.

6. Customer Support.

You agree that you will be responsible for all customer support associated with Users of your Application and PG will not directly or indirectly support the Users of your application.

7. Compliance with Applicable Laws.

You hereby certify that all of the Licensed Applications you deliver to STORE under this License Agreement are authorized for export from the United States to each of the countries listed on Exhibit A hereto, in accordance with the requirements of the United States Export Administration Regulations, 15 C.F.R. Parts 730-774. You certify that (i) none of the Licensed Applications contains, uses or supports any data encryption or cryptographic functions; or (ii) in the event that any Licensed Application contains, uses or supports any such data encryption or cryptographic functionality, You have qualified that Licensed Application for export as a "mass market encryption item" in accordance with section 742.15(b)(2) of the Export Administration Regulations. You agree at all times to apply with applicable federal, state and local laws and regulations in the United States as well as any other laws for any other jurisdictions whether in the United States or elsewhere in the world that you may be subject to. Your application will not promote any illegal activities, nor will it promoting spamming of any kind.

8. Termination

8.1 This License Agreement, and all of PG's obligations hereunder, shall terminate upon the expiration or termination of the Agreement. Notwithstanding any such termination, PG shall be entitled to: (i) all commissions on all copies of the Licensed Applications downloaded by end-users prior to the date of termination (including the phase-out period); and (ii) reimbursement from Developer of refunds paid by Store to end-users, whether before or after the date of termination.

8.2 PG reserves the right to cease all Services and allowing server access by Developer or end-users of the Licensed Applications at any time, with or without cause, by providing notice of termination to Developer. You acknowledge that PG may cease all Services and allowing server access by Developer or end-users of some or all of the Licensed Applications if PG reasonably believes that: (i) those Licensed Applications are not authorized for export to one or more of the countries listed on Exhibit A, in accordance with the Export Administration Regulations; (ii) those Licensed Applications and/or any end-user's possession and/or use of those Licensed Applications, infringe patent, copyright, trademark, trade secret or other intellectual property rights of any third party; or (iii) the distribution, sale and/or use of those Licensed Applications violates any applicable law in any country Developer designated.

8.3 Upon termination of this Agreement and the Additional Terms: (a) all licenses and rights to use the MDSK and Services shall immediately terminate; (b) Developer will immediately cease any and all use of the MDSK and Services; and (c) Developer will immediately remove the MDSK from all hard drives, networks and other storage media and destroy all copies of the MDSK in Developer possession or under Developer control; and (d) Developer shall not disassemble, de-compile, reverse engineer or otherwise try to discover the source code for the PG MDSK and Services, (e) sublicense, rent, lease, lend or otherwise transfer the PG MDSK and Services or any related database.

8.4 PG reserves the right to modify some or all Terms and Conditions for its License Agreement, business model, warranty and support at any time by notifying you of such changes via electronic communication, which may include posting the modified Terms of Use on the PG Site, or posting a notice of the modified terms to clients and users, or by e-mail to you, at our sole option. All changes will be effective upon our posting or sending the communication and will only affect your use of the services after the effective date of the change, unless we clearly express otherwise.

9. Integrity of User Data.

You will not seek to access User data and/or location information in any way other than that expressly prescribed by the PG Services.

10. Application Guidelines.

You will not build any Application or functionality or program that will cause PG Services to function in a way other than it is expressly intended to perform. You acknowledge that PG may restrict what it defines in the future as excessive use of the PG Service.

11. Communication to users of your Application regarding PG Services.

You agree to notify your users as appropriate and provide access to settings screens that will enable end-user opt in or out of PG Services:

(i) Location Updates. Developer will notify users that their device's geo location will be accessed by Developer's application. Developers will provide end-users with access to settings to disable location updates.

(ii) Notification Enablement. Developers will notify end-users that they may be delivered notifications directly to their device. Client will provide end-users with access to settings to disable notifications.

(iii) Use of Data Connection. Developers will notify their end-users that the PG Services will send data to and from the device on a regular basis. For users without a flat rate data plan, a cost may be incurred from the mobile carrier.

12. Advertising and Promotions.

You agree to place PG logo with a link to its website on your product page on your website. Your advertising and promotions for your Application that utilizes the PG MDSK and Services shall be truthful and not misleading in any way.

13. Compliance with these Terms.

You will provide any and all materials that PG may request from time to time to ensure your complete compliance with the Terms articulated herein.

14. Fees and Commissions.

PG shall be entitled to the following fees and commissions

(a) An annual license fee of \$49.99 for the MDSK.

(b) For sales of Licensed Applications to end-users, Commission equal to ten percent (10%) of all prices, advertisement revenue and subscription fees payable by each end-user, data providers and advertising companies. Commissions specified in hereof without reduction for any taxes or other government levies, including any and all taxes or other, similar obligations relating to the delivery or use of the Licensed Applications.

Upon downloading the MDSK PG shall charge your credit card the full amount of MDSK license fee. Upon collection of any amounts from Store and advertising companies as the price for any Licensed Application, subscription fee and eCPM delivered to that end-user hereunder, PG shall invoice the full amount of its commission with respect to that Licensed Application. The payment will be due in net 14 days from the date invoice is issued. You will make available to PG a copy of its sales report and commission report from the advertising agent/s in sufficient detail to permit PG to identify the Licensed Applications sold and subscription fee and commission earned from advertising in that month and the total amount to be invoiced by PG to Developer. You hereby acknowledge and agree that PG shall be entitled to a commission, in accordance with Sections 14(a) and 14(b) on the delivery of any Licensed Application to any end-user, even if you and Store are unable to collect the price, subscription fee or advertising commission for that Licensed Application from that end-user.

Payment obligations cannot be cancelled, and no payments are refundable.

Services may be discontinued if fees remain unpaid for 45 days from the date invoice is issued.

15. Ownership and End-User Licensing

15.1 The parties acknowledge and agree that PG shall not acquire any ownership interest in or to any of the Licensed Applications or Licensed Application Information, and title, risk of loss, responsibility for, and control over the Licensed Applications shall, at all times, remain with Developer. PG may not use any of the Licensed Applications or Licensed Application Information for any purpose, or in any manner.

15.2 You hereby acknowledge that the EULA for each of the Licensed Applications is solely between Developer and the end-user and conforms to applicable law, and PG shall not be responsible for, and shall not have any liability whatsoever under, any EULA or any breach by You or any end-user of any of the terms and conditions of any EULA.

16. Competitive Services.

PG reserves the right to develop any mobile and/or desktop applications.

17. Monitoring your Application.

17.1 You acknowledge that PG may audit or monitor your application to ensure compliance with these License and Service Agreement. PG in its sole discretion may suspend your usage of the PG Services during such monitoring, and may terminate or suspend your use of the PG Services if in its sole discretion it believes you are violating these Terms of Service or the spirit of these Terms of Services. Developer accounts that have no activity for more than 180 days may also be suspended or terminated.

17.2 Developer agrees to supply a 90 day evaluation copy of its released Application to PG free of charge.

18. PG Maintenance.

You acknowledge that the PG Services will experience interruptions, both planned and unplanned, from time to time as PG performs maintenance operations.

19. Accuracy of Data.

You acknowledge that there are NO GUARANTEES to the accuracy of the data. PG is not responsible for accuracy of the end-user data and delivery time. You should not rely on PG Services for any mission critical business application or reason of personal safety or that of the personal safety of others. Regardless of how you use PG Services, you acknowledge and agree that you do so at your sole risk.

20. Warranty Disclaimer.

Because of situations beyond the control of PG, PG cannot guarantee that its Services will be available to Developer or Developer's customers. PG does not guarantee the safety or integrity of any system accessing the Services. This includes, but is not limited to, virus and/or trojan software infestation of said machine(s), hacker activity and exposure of confidential data. By using the Services, you acknowledge that you are solely responsible for the safety of your hardware, software, and data for the duration of your use of the Services. You also accept liability for any of your actions while offering the Services. You understand that the technical processing and transmission of the PG Services, including data transmitted to and from your Application, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

THE PG SERVICES AND PG DOCUMENTATIONS ARE PROVIDED BY PG ON AN "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS, DEFECTS AND ERRORS" BASIS. PG AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE PG SERVICE OR PG DOCUMENTATION. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE PG SERVICE IS AT YOUR SOLE RISK. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, PG AND ITS LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND ANY IMPLIED WARRANTIES ARISING OUT OF ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. PG DOES NOT WARRANT THAT THE PG SERVICE IS FREE OF VIRUSES, WORMS, TROJANS, SPYWARE OR OTHER HARMFUL COMPONENTS, OR THAT THEY WILL BE ACCESSIBLE ON A PERMANENT BASIS OR WITHOUT INTERRUPTION.

PG OR ITS LICENSORS WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM YOUR USE OF, OR INABILITY TO USE THE PG SERVICES, INCLUDING DAMAGE ARISING FROM PG DISABLING WITHOUT CAUSE OR REASON YOUR APPLICATION, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST DATA, BUSINESS OR ANTICIPATED PROFITS, WHETHER OR NOT PG WAS AWARE OF OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21. Release.

21.1 PG shall have no responsibility for the installation and/or use of any of the Licensed Applications by any end-user. You shall be solely responsible for any and all product warranties, end-user assistance and product support with respect to each of the Licensed Applications.

21.2 You shall be solely responsible for, and PG shall have no responsibility or liability whatsoever with respect to, any and all claims, suits, liabilities, losses, damages, costs and expenses arising from, or attributable to, the Licensed Applications and/or the use of those Licensed Applications by any end-user, including, but not limited to: (i) claims of breach of warranty, whether specified in the EULA or established under applicable law; (ii) product liability claims; and (iii) claims that any of the Licensed Applications and/or the end-user's possession or use of those Licensed Applications infringes the copyright or other intellectual property rights of any third party.

22. Links.

Your application may provide, or third parties may provide, links to other World Wide Web sites or resources. Because PG has no control over such sites and resources, you acknowledge and agree that PG is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that PG shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

23. Indemnity.

You agree to indemnify, defend and hold harmless PG and its licensors and their affiliates, officers, directors, employees, consultants, agents and representatives from any and all third party claims, losses, liability, damages and/or costs (including reasonable attorneys' fees and costs) arising from your use of the Service, your violation of the Terms of Acceptable Use or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. You shall indemnify and hold PG harmless against any and all claims by any tax authority for any underpayment of any sales, use, goods and services, value added or other tax or levy, and any penalties and/or interest thereon.

24. Additional Terms

24.1 In addition to this Agreement, Developer has to comply with any Additional Terms as published at www.projectiveglobe.com.

24.2 Any other exceptions: If Developer is interested in doing anything which is not permitted under this Agreement or by one of the above Additional Terms, Developer will have to obtain PG's prior written consent and explicitly agree upon any further terms.

24.3 End-user Confidential Information and End-user Privacy: PG is committed to respecting End-user privacy and the confidentiality of End-user personal data. The Privacy Policy at <http://www.projectiveglobe.com/legal/privacy.html> sets out how PG may use End-user personal data, the traffic data and the content contained in End-user communication(s). If End-user objects to End-user information being used in the way set out in the Privacy Policy then End-user shall not use the PG Services.

25. Ownership of the Services.

PG owns all right, title, and interest in and to MDSK and its Services, the Site and all portions thereof, including but not limited to any related database. MDSK is a trademark of PG. Nothing provided by the Services or contained on the Site should be understood as granting you a license to use any of the trademarks, service marks or logos owned by PG or by any third party, unless expressly provided otherwise herein. You acknowledge that nothing herein shall give you any ownership in the MDSK and Services or any portions thereof.

26. Use of Electronic Communications

We may communicate with you regarding the MDSK and Services by means of electronic communications, including (a) sending electronic mail to the email address you provided during registration, or (b) posting notices or communications on a PG Web Site. You agree that we may communicate with you by means of electronic communications the following: this License and Services Agreement (and revisions or amendments), notices or disclosures regarding the Services, payment authorizations, and any other matter relating to your use of the Services.

For those communications or records that we are otherwise required under applicable law to provide in a written paper form to you, you agree that we may provide such communications or records by means of electronic communications. The following additional terms will apply to such electronic communications: (a) you may contact us through PG Contact Us page to request another electronic copy of the electronic communication without a fee; (b) you may request a paper copy of such an electronic communication, and we reserve the right to charge a fee to provide such paper copy; (c) you may contact us through PG My Account page to update your registration information used for electronic communications or to withdraw consent to receive electronic communications; and (d) we reserve the right to terminate your use of the Services if you decline or withdraw consent to receive electronic communications from us.

27. Other.

PG MAY IN ITS SOLE DISCRETION AND WITHOUT ANY NOTICE PRIOR OR OTHERWISE REVISE THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY ONLINE POLICY SUCH AS THE TERMS OF SERVICES AND MODIFY THE SERVICES AT ANY TIME OR MODIFY OR DISCONTINUE, TEMPORARILY OR PERMANENTLY, THE PG SERVICES (OR ANY PART THEREOF). YOU AGREE THAT PG SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY MODIFICATION, SUSPENSION OR DISCONTINUANCE OF THE PG SERVICES (OR ANY PART THEREOF). PG MAY POST ANY SUCH REVISION OR MODIFICATION TO THE SERVICES AT [HTTP://WWW.PG.COM/TERMSOFUSE](http://www.pg.com/termsfuse), AND THE REVISION OR MODIFICATION WILL BE EFFECTIVE IMMEDIATELY UPON SUCH POSTING. YOU AGREE TO REVIEW THIS AGREEMENT AND THE ONLINE POLICIES AS POSTED ON THE SITE PERIODICALLY TO BE AWARE OF ANY REVISIONS. YOU AGREE THAT, BY CONTINUING TO USE THE SERVICES FOLLOWING NOTICE OF ANY REVISION, YOU AGREE TO ABIDE BY ANY SUCH REVISION. IF YOU ARE DISSATISFIED WITH THE SERVICES OR ANY RELATED TERMS, CONDITIONS, RULES, POLICIES, GUIDELINES, OR PRACTICES, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES AND TERMINATE YOUR ACCOUNT.

28. Governing Law.

The validity and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising from or in connection with this Agreement shall be subject to binding arbitration in California in accordance with the commercial rules of the American Arbitration Association, and judgment up on the arbitral awarded rendered may be entered in any court having jurisdiction thereof. The prevailing party in any dispute under this section shall recover reasonable attorney's fees and costs (including arbitration costs) from the other party.

29. General Terms

If, for whatever reason, a court of competent jurisdiction were to find any term or condition in this Agreement to be unenforceable, all other terms and conditions would remain unaffected and in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. The Services is controlled and operated by PG. This Agreement, and all other online policies promulgated by PG, constitutes the entire agreement between PG and you with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CLICKING ON THE ACCEPT BUTTON AND/OR CONTINUING TO INSTALL THE MDSK, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO PG THE RIGHTS SET FORTH HEREIN. IF YOU DO NOT AGREE, YOU SHOULD DECLINE THIS AGREEMENT, IN WHICH CASE YOU ARE PROHIBITED FROM ACCESSING OR USING PG PRODUCTS AND SERVICES. PG AMY MODIFY OR AMEND THIS AGREEMENT AT ANY IN ITS SOLE DISCRETION, EFFECTIVE UPON POSTING THE MODIFIED OR AMENDED AGREEMENT AT THE DOMAIN <http://www.projectiveglobe.com> WHERE THE PRIOR VERSION OF THIS AGREEMENT WAS POSTED

EXHIBIT A

Austria
Armenia
Argentina
Belgium
Botswana
Brazil
Bulgaria
Chile
China
Colombia
Costa Rica
Croatia
Czech Republic
Denmark
Dominican Republic
Ecuador
El Salvador
Egypt
Estonia
Finland
France
Guatemala
Germany
Greece
Honduras
Hong Kong
Hungary
India
Indonesia
Ireland
Israel
Italy
Japan
Jamaica
Jordan
Kazakhstan
Kenya
Korea
Kuwait
Latvia
Lebanon
Lithuania
Luxembourg
Macau
Macedonia
Madagascar
Mali
Malaysia
Malta, Republic of
Mauritius
Mexico

EXHIBIT A (continued)

Moldova
Netherlands
Nicaragua
Niger
Norway
Pakistan
Panama
Paraguay
Peru
Philippines
Poland
Portugal
Qatar
Romania
Russia
Saudi Arabia
Singapore
Senegal
Slovakia
Slovenia
South Africa
Spain
Sri Lanka
Sweden
Switzerland
Taiwan
Thailand
Tunisia
Turkey
UAE
Uganda
United Kingdom
Vietnam
Uruguay
Venezuela
United States