

License Agreement

comScore, Inc.'s software collects information including but not limited to data about the viewing of online video through applications and otherwise, and Comscore also uses certain browser-based and other data collection processes including tracking user interactions with content including with the use of JavaScript code and other alternative data-sharing technologies (collectively referred to as the “Comscore Code”) to measure online viewing and other metrics, all for use in data analytics, for research and for other purposes including for inclusion in syndicated and/or custom products and services for its partners and customers as well as use in its work with certain industry associations and market currency initiatives or joint industry committees in which Comscore participates (all collectively referred to herein as the “Service” or “Services”). This software development kit, consisting of documentation (“Documentation”), software and other materials provided to you directly in the download or otherwise, and any upgrades, modified versions, additions, and improvements therefor, if any (collectively, the “SDK”) is designed to enable software developers to facilitate the transmission of data to Comscore for inclusion in the Services.

This SDK is intended for use only by entities providing data for inclusion in the Services, and for such entities' internal business operations only, and for no other purpose. Additionally, this Software License Agreement (the “Agreement”) governs use of the SDK by you, and the entity on whose behalf you are downloading the SDK (“you”). BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SDK, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE AGREEMENT. **IF YOU DO NOT AGREE, YOU MAY NOT USE THE SDK AND NO DATA SHOULD BE TRANSMITTED TO COMSCORE.**

Accordingly, you acknowledge and agree as follows:

1. LIMITED LICENSE. Subject to your complete and ongoing compliance with all the terms and conditions set forth in this Agreement, including without limitation all license limitations and restrictions set forth herein, Comscore grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Documentation, software and other materials, for internal business purposes only, and solely in connection with facilitating the transmission of data to Comscore for inclusion in the Services; provided that, the complete License Agreement, including copyright notice and disclaimers, and any additional notices regarding use of open source libraries accompanying the License Agreement must be included by you in all copies of the SDK or any portion thereof.

2. RESTRICTIONS/PRIVACY/SECURITY. By accessing or using the SDK, you represent, warrant, and covenant that (a) you are a person representing a legitimate business entity engaged in the transmission of data with all lawful consents therefore, and (b) you have the full power and authority to bind such entity to the terms of this Agreement. References to “you” herein shall refer to you, as well as the entity on whose behalf you are using the SDK including all individual users of the SDK on behalf of such entity. You acknowledge that the foregoing license does not include any right to (i) redistribute, sell, lease, license, transfer for commercial value, or modify any portion of the SDK, or (ii) distribute, deploy, or otherwise utilize any associated applications in connection with a public, production, commercial, or other similar purpose other than for your internal operations facilitating the transmission of data to Comscore for inclusion in the Services, or (iii) use or implement any undocumented feature or API, or use any documented feature or API other than in accordance with applicable documentation and expressly for the purpose of facilitating the transmission of data to Comscore for inclusion in the Services. You may not reproduce, distribute, publicly display, or publicly perform any part of the SDK, except as provided herein or in an applicable open source license, if any. Except if, and solely to the extent that, such a restriction is not authorized herein, or impermissible under applicable law or applicable Third Party Software (defined below) license terms, you may not (y) decompile, reverse engineer, or otherwise access or attempt to

access the source code for the SDK not made available to you in source code form, or make or attempt to make any modification to the SDK; or (z) remove, obscure, interfere with or circumvent any feature of the SDK, including without limitation any copyright or other intellectual property notices, security, or access control mechanism. You may not use the SDK for any purpose other than interoperating with the Services in a manner for which the SDK and Services are expressly designed. By using the SDK, you agree that all data transmitted to Comscore is subject to the terms and conditions of the **Data Sharing Agreement (DSA)** at <https://direct.comscore.com/Signup/Signup.aspx>, and use of the SDK and/or facilitation of the transmission of data to Comscore shall be deemed your agreement to the DSA without further action. If you are prohibited under applicable law from using the SDK, you may not use it, and you will comply with all applicable laws and regulations (including without limitation laws and regulations related to export controls, foreign corrupt practices, and data privacy and compliance) in connection with your use of the SDK. Without limiting the generality of the foregoing, you represent and warrant that the SDK will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the “Export Laws”). In addition, if the SDK is identified as export controlled items under the Export Laws, you represent and warrant that you are not a citizen, or otherwise located within, an embargoed nation (including without limitation Crimea, Cuba, Iran, North Korea, Sudan, or Syria) and that you are not otherwise prohibited under the Export Laws from receiving the SDK. You may not use the SDK for any purpose, or use the SDK in the development of any application that is for the purpose of lifesaving, emergency response, or otherwise for deployment in any circumstance in which failure would be likely to lead to property damage, environmental damage, personal injury, or death. ANY USE IN VIOLATION OF THE FOREGOING LIMITATIONS AND RESTRICTIONS IS STRICTLY PROHIBITED, AND UNLICENSED.

3. **RESERVATION OF RIGHTS.** The SDK and Comscore Code is owned by Comscore and licensed, not sold, to you. The SDK, content, information, design, compilation, computer code, products, services, and all other elements of the SDK and related documentation (collectively the “Comscore Materials”), are protected by copyright, trade dress, patent, and trademark and other laws of the United States and other jurisdictions, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. As between you and Comscore, all Comscore Materials, including intellectual property rights therein and thereto, are the sole and exclusive property of Comscore or its subsidiaries or affiliated companies and/or its third-party licensors. You may not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or make any use of the Comscore Materials except as expressly authorized hereunder. Comscore reserves all rights not expressly granted in this Agreement. You do not acquire any right, title or interest to the Comscore Materials, whether by implication, estoppel, or otherwise, except for the limited, revocable rights set forth in this Agreement.

4. **CONFIDENTIALITY.** The SDK (including as embodied in or utilized by any Application) is the confidential and proprietary information of Comscore, and you may not, during the term or thereafter, disclose them to any third party, or to use them for any purpose other than as expressly provided herein, without a separate written agreement with Comscore authorizing you to do so.

5. **FEEDBACK.** If you provide Comscore with any comments, bug reports, feedback, enhancements, or modifications proposed or suggested by you for the SDK or the Service (“Feedback”), such Feedback is provided on a non-confidential basis (notwithstanding any notice to the contrary you may include in any accompanying communication), and Comscore shall have the right to use such Feedback at its discretion, including, but not limited to the incorporation of such suggested changes into the Comscore Materials, SDK or Service. You hereby grant Comscore a perpetual, irrevocable, transferable, sublicensable, nonexclusive license under all rights necessary to so incorporate and use your Feedback for any purpose, including to make and sell products and services.

6. **THIRD PARTY SOFTWARE.** The SDK consists of a package of components, which may include certain third-party software (“Third Party Software”) provided by its authors under separate license terms (the “Third Party Terms”), as may be described in more detail in the SDK documentation as relevant. Your use of the Third Party Software in conjunction with the SDK in a manner

consistent with this Agreement is permitted, however, you may have broader rights to use that Third Party Software under the applicable Third Party Terms and nothing in this Agreement is intended to impose further restrictions on your use of the Third Party Software. Nothing in the foregoing statement can or should be construed to allow you to interpret Third Party Terms in a manner that expands your use rights in or for the Comscore Materials.

7. **TERM AND TERMINATION.** This Agreement will remain in effect until terminated. The Agreement, and your rights and licenses hereunder, will terminate immediately upon your breach of the Agreement. You may terminate the Agreement by uninstalling and ceasing all use of the SDK. Comscore may terminate this Agreement at any time for any reason, including without limitation any actual or suspected misuse or abuse by you of the SDK or any violation of this Agreement, including the DSA. Following any termination of this Agreement, you must immediately uninstall and cease use of the SDK, and destroy all copies. Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11 shall survive any termination of this Agreement.

8. **WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY.** THE SDK, COMSCORE MATERIALS AND ALL ASSOCIATED DOCUMENTATION, LIBRARIES, AND CODE ARE PROVIDED ON AN “AS IS” BASIS, WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMSCORE DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, QUALITY, RESULTS, AND NON-INFRINGEMENT. COMSCORE EXPRESSLY DISCLAIMS ANY WARRANTIES OF ANY KIND WITH RESPECT TO THE ACCURACY OR FUNCTIONALITY OF THE SDK, AND WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY INFORMATION OR FEATURES AVAILABLE THROUGH THE SDK, OR THE QUALITY OR CONSISTENCY OF THE SDK OR RESULTS OBTAINED THROUGH ITS USE. UNDER NO CIRCUMSTANCES WILL COMSCORE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER ARISING OUT OF THE USE OR INABILITY TO USE THE SDK, EVEN IF COMSCORE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT WILL COMSCORE'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT OR THE TERMS EXCEED THE GREATER OF AMOUNTS PAID BY YOU FOR THE SDK, IF ANY, OR \$50USD. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH AN EVENT THE ABOVE LIMITATIONS AND EXCLUSIONS WILL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

9. **INDEMNITY.** You agree to indemnify, defend and hold Comscore and its affiliates, officers, directors, suppliers, licensors, and other customers harmless from and against any and all liability and costs, including reasonable attorneys' fees incurred by such parties, in connection with or arising out of your use or misuse of the SDK and Comscore Materials, or your violation of this Agreement, any applicable law or regulation.

10. **GOVERNING LAW; VENUE.** Any claim relating to the SDK or Service shall be governed by the laws of New York, without regard to conflict of laws provisions. Disputes arising under this shall be resolved in, and subject to the sole and exclusive jurisdiction of the state and federal courts located in the Commonwealth of Virginia, and you hereby agree this exclusive venue and submit to the personal jurisdiction of the courts in the Commonwealth of Virginia.

11. **MISCELLANEOUS.** This Agreement is the entire agreement between you and Comscore, and supersedes any and all prior agreements, negotiations, or other communications between you and Comscore, whether oral or written, with respect to the SDK or Comscore Materials, and cannot be modified except in writing signed by both parties. In the event that any provision of this Agreement is held to be invalid or unenforceable, then: (a) such provision shall be deemed reformed to the extent strictly necessary to render such provision valid and enforceable, or if not capable of such reformation shall be deemed severed from

this Agreement; and (b) the validity and enforceability of all of the other provisions hereof, shall in no way be affected or impaired thereby. You may not assign this Agreement without the prior written consent of Comscore, whether expressly or by operation of law, including in connection with a merger or change of control, and any such attempted assignment shall be void and of no effect. Comscore may assign this Agreement without restriction and without any notice to you. Subject to the foregoing, this Agreement shall be binding on the parties and their respective successors and permitted assigns. You acknowledge and understand that if Comscore is unable to provide the SDK, or if its functionality is impaired, as a result of a force majeure event Comscore will not be in breach of this Agreement. A force majeure event means any event beyond the control of Comscore. The failure to exercise, or delay in exercising, a right, power or remedy provided in this Agreement or by law shall not constitute a waiver of that right, power or remedy. Comscore's waiver of any obligation or breach of this Agreement shall not operate as a waiver of any other obligation or subsequent breach of the Agreement. The English language version of this Agreement shall be the official and controlling version, and any translation provided is solely for convenience. The SDK is a "Commercial Item" as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation." If and to the extent the SDK is supplied to or purchased by or on behalf of a United States government entity or an entity licensing the SDK for or on behalf of a United States government entity, the SDK is licensed (a) only as a Commercial Item and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions of this agreement.

Third party notices and licenses

The SDK makes use of open source libraries, the relevant portions of which are distributed with the following notices and licenses, to be included in any authorized copies or redistribution hereof.

RSA encryption algorithm

The MIT License (MIT)

Copyright (c) 2013 AllPlayers.com

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

CONTAINS CODE FROM YUI LIBRARY SEE LICENSE @ <http://yuilibrary.com/license/>

The 'jsrsasign' (RSA-Sign JavaScript Library) License

Copyright (c) 2010-2013 Kenji Urushima

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Licensing

This software is covered under the following copyright:

Copyright (c) 2003-2005 Tom Wu

All Rights Reserved.

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS-IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TOM WU BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.

In addition, the following condition applies:

All redistributions must retain an intact copy of this copyright notice and disclaimer.

Address all questions regarding this license to:

Tom Wu

tjw@cs.Stanford.EDU

ASN.1 JavaScript decoder

Copyright (c) 2008-2013 Lapo Luchini <lapo@lapo.it>

Permission to use, copy, modify, and/or distribute this software for any purpose with or without fee is hereby granted, provided that the above copyright notice and this permission notice appear in all copies.

THE SOFTWARE IS PROVIDED "AS IS" AND THE AUTHOR DISCLAIMS ALL WARRANTIES WITH REGARD TO THIS SOFTWARE INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. IN NO EVENT SHALL THE AUTHOR BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SOFTWARE.