

End-User License Agreement for IMPULSE SCREEN MEDIA's Real-time Automatic Content Recognition Services. Including the Administration Portal, iPhone/iPod touch/iPad App and Android App.

Effective November 16, 2013

This End-User License Agreement ("Agreement" or "EULA") governs your use of the "IMPULSE SCREEN MEDIA " software ("Software") and Services (described in Section 6) provided by Impulse Screen Media Pty Ltd, its subsidiaries and contractors ("Impulse Screen Media") designed to operate via a HTTP web portal or directly on your iPhone, iPod touch or iPad (your "Apple Computing Device") or on the Android operating system ("Android Computing Device"). The Software is licensed, not sold.

You, the end-user of the Software, acknowledge that the Agreement is entered into by and between Impulse Screen Media and you and not with Apple, Inc. or its subsidiaries ("Apple") or Google Inc. or its subsidiaries ("Google").

You also acknowledge that Apple or Google have no obligation whatsoever to furnish any maintenance and support services with respect to the Software.

Your use of the Software constitutes your acceptance of the terms of this Agreement, which may be amended from time to time by Impulse Screen Media. The most recent version of this Agreement shall always be available on the Internet at <http://www.impulscreen.com> . Impulse Screen Media reserves the right to change or modify this Agreement or any other Impulse Screen Media policies related to use of the Software or Services at any time, and at its sole discretion, by posting revisions on the Internet at <http://www.impulscreen.com> . Continued use of the Software and Services following the posting of these changes or modifications will constitute acceptance of such changes or modifications.

1. License.

Subject to the terms of this Agreement, Impulse Screen Media grants to you a non-transferable, nonexclusive, limited rights, worldwide license (without the right to sublicense) to access the administration portal and to install and use one copy of the Software, in executable object code format only, solely on your Apple or Android Computing Device.

2. License Restrictions.

You agree to the following license restrictions: (a) to not use the Software in any manner that could damage, disable, overburden, or impair the Software (or servers or networks connected to the Software), nor may you use the Software in any manner that could interfere with any other party's use and enjoyment of the Software (or servers or networks connected to the Software); (b) to not duplicate, copy or distribute the Software except as necessary to use it on your Apple or Android Computing Device; (c) to not license, sell, rent, lease, transfer, assign, distribute, host, outsource, disclose or otherwise commercially exploit the Software or make the Software available to any third party; (d) to not copy the written materials accompanying the Software; (e) to not modify, translate, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Software in order to build a similar or competitive product or service; and (f) to preserve all copyright and other proprietary rights notices on the Software and all copies thereof; (g) to be solely responsible for (and that Impulse Screen Media has no responsibility to you or to any third party for) your use of the Software, any breach of your obligations under the Terms and Conditions, and for the consequences (including any loss or damage which Impulse Screen Media may suffer) of any such breach.

3. Copyrights And Trademarks.

You acknowledge that no title to the intellectual property in the Software is transferred to you. You further acknowledge that title and full ownership rights to the Software will remain the exclusive property of Impulse Screen Media and/or its suppliers, and you will not acquire any rights to the Software, except as expressly set forth above. All title and copyrights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, text and "applets," incorporated into the Software), any accompanying printed materials, and any copies of the Software, are owned by Impulse Screen Media or its suppliers and partners.

ISM is an informational and research tool that indexes and tags information found in television content, including TV Programs, TV commercials, show promotions, movie trailers, infomercials and public service announcements (collectively TV Content).

This Software is protected by copyright laws, international copyright treaties, other intellectual property laws and treaties.

We help business and consumers to easily find content they see on TV by comprehensively tagging information about the TV Content, thereby increasing the reach and engagement with TV Content and allowing the synchronisation of content with digital media. Some of the information we tag includes brands, products, promotions and offers, URLs, phone numbers, social links, celebrities, scenes, characters and other pertinent identifying data. We do not store or retransmit any TV program content in its original form, however, we do create meta-data catalogues from the TV Content for research and information purpose upon which automated actions may be taken. We respect the rights of copyright holders of TV content and in an effort to properly credit the copyright holders of each commercial, ISM clearly indicates the brand and/or advertising company in a prominent location in the catalogue of any given TV Content whenever known. Whenever this information is not available, it is assumed the company whose products and/or services are being represented in the TV Content is the company holding the copyrights of such commercial. Additionally, the title, description, product names, slogans and other data elements, in part, or in whole, may be trademarked by the same identified copyright holder.

Any metadata, recordings and transcripts provided by ISM are for the client's internal research use only. Any additional use (including further copying, forwarding, rebroadcast, public performance, and inclusion on a website or social media) is prohibited and requires the express permission of the copyright holder. Copyright law prevents unauthorized use of copyright works and encourages fair compensation for the copying and distribution of protected material. Australian copyright law is contained in the Copyright Act 1968. ISM TV content metadata is only accessible via monitored accounts of users who by using the ISM system must also accept these standard terms and conditions to respect and conform to ISM's copyright policy and comply with Australian copyright law.

iPhone, iPod touch and iPad are trademarks of Apple, Inc., registered in the U.S. and other countries. All other trademarks appearing in the Software, Services or Agreement are the property of their respective owners.

A current copyright policy is available at <http://www.impulscreen.com>

4. Privacy Policy

The Company's Privacy Policy explains how Impulse Screen Media treats your information and protects your privacy when you use the Software. You agree to the use of your data in accordance with Impulse Screen Media's privacy policies. The most recent version of the Privacy Policy shall always be available on the Internet <http://www.impulscreen.com>. Impulse Screen Media reserves the right to change or modify the Privacy Policy or any other Impulse Screen Media policies related to use of the Software or Services at any time, and at its sole discretion, by posting revisions on the

Internet at <http://www.impulscreen.com>. Continued use of the Software and Services following the posting of these changes or modifications will constitute acceptance of such changes or modifications.

5. Updates Or Upgrades.

Impulse Screen Media is not obligated to provide any updates or upgrades to the Software and Services.

However, we are constantly changing and improving our Services. We may add or remove functionalities or features of the Service at any time, and we may suspend or stop a functionality or the Service. We may modify the Agreement at any time. Changes will not apply retroactively. However, changes addressing new functions for the Service or changes made for legal reasons will be effective immediately. If you don't agree to any modified terms in the Agreement, you'll have to stop using the Service.

6. Services; Third-Party Materials.

The Software may enable access to Impulse Screen Media's and Third-Party services and web sites (collectively and individually, "Services"). Use of the Services may require Internet access and you accept additional terms of service by making use of these Internet-accessible Services.

Your use of the Service is subject to the creation and our approval of an ISM account (an "Account"). We have the right to refuse or limit your access to the Service. By submitting an application to use the Service, if you are an individual, you represent that you are at least 18 years of age. You may only have one Account.

You understand that by using any of the Services, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the Third Parties' results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. You agree to use the Services at your sole risk and that Impulse Screen Media shall not have any liability to you for content that may be found to be offensive, indecent, or objectionable. You acknowledge that the content you encounter does not necessarily reflect the opinions or policies of Impulse Screen Media.

Certain Services may display, include or make available content, data, information, applications or materials from ("Third-Party Materials") or provide links to certain Third-Party web sites. By using the Services, you acknowledge and agree that Impulse Screen Media is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Materials or web sites. Impulse Screen Media does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any

other person for any Third-Party Services, Third-Party Materials or web sites, or for any other materials, products, or services of Third Parties. Third-Party Materials and links to other web sites are provided solely as a convenience to you. Location data provided by any of the Services is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Impulse Screen Media, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or location data displayed by any of the Services.

You agree that the Services contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Services. No portion of the Services may be reproduced in any form or by any means other than those provided as part of the social media integration of the application. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner, and you shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity.

You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that Impulse Screen Media is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that you may receive as a result of using any of the Services.

In addition, Third-Party Services and Third-Party Materials that may be accessed from, displayed on or linked to from the Apple or Android Computing Device are not available in all languages or in all countries. Impulse Screen Media makes no representation that such Services and Materials are appropriate or available for use in any particular location. To the extent you choose to access such Services or Materials, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to, applicable local laws.

Impulse Screen Media reserves the right to change, suspend, remove, terminate, or disable access to any Services for any or no reason at any time without notice. In no event will Impulse Screen Media be liable for the removal of, termination, or disabling of access to any such Services. Impulse Screen Media may also impose limits on the use of or access to certain Services, in any case, and without notice or liability.

7. No Warranty.

You expressly acknowledge and agree that use of the Software is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. To the maximum extent permitted by applicable law, the Software and Services performed or

provided by the Software ("Services") are provided "AS IS" and "AS AVAILABLE", with all faults and without warranty of any kind, and Impulse Screen Media hereby disclaims all warranties and conditions with respect to the Software and Services, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights.

Impulse Screen Media does not warrant against interference with your enjoyment of the Software, that the functions contained in, or Services performed or provided by, the Software will meet your requirements, that the operation of the Software or Services will be uninterrupted or error-free, or that defects in the Software or Services will be corrected. Impulse Screen Media assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, and any communication. Impulse Screen Media is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the Services or combination thereof, including any injury or damage to users or to any person's computer related to or resulting from participation or downloading materials in connection with the Impulse Screen Media Services. Should the Software or Services prove defective, you assume the entire cost of all necessary servicing, repair or correction.

No oral or written information or advice given by Impulse Screen Media or its authorized representative shall create a warranty.

Under no circumstances shall Impulse Screen Media be responsible for any loss or damage, including personal injury or death, resulting from use of the Services, from any content posted on or through the Services, or from the conduct of any users of the Services, whether online or offline.

Impulse Screen Media cannot guarantee and does not promise any specific results from use of the Impulse Screen Media Services.

Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to you.

8. Limitation Of Liability.

To the extent not prohibited by law, in no event shall Impulse Screen Media be liable for personal injury, or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to your

use or inability to use the Software or Services, however caused, regardless of the theory of liability (contract, tort or otherwise) and even if Impulse Screen Media has been advised of the possibility of such damages. In no event shall Impulse Screen Media's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount price paid for the Software, if any. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

Some jurisdictions do not allow the limitation of liability for personal injury, or of incidental or consequential damages, so this limitation may not apply to you.

9. Indemnification By You.

You agree to indemnify and hold Impulse Screen Media, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Software or Services in violation of this Agreement, arising from a breach of this Agreement, any breach in your representations or warranties, or if any content you upload to the Services causes Impulse Screen Media to be liable to another.

10. Export Control.

You may not use or otherwise export or re-export the Software except as authorized by Australian law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into any Australian embargoed countries or (b) to anyone on the Australian Treasury Department's list of Specially Designated Nationals or the Australian Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by Australian law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

11. Injunctive Relief.

Impulse Screen Media has the right to seek injunctive relief to enforce this Agreement or to stop or prevent an infringement of proprietary or other third-party rights.

12. Choice Of Law, Jurisdiction And Venue.

You agree that any disputes between Impulse Screen Media and you shall be resolved under the substantive law of the state of New South Wales, Australia (exclusive of its choice of law provisions). The Convention for the International Sale of Goods shall not

apply. You and Impulse Screen Media agree to submit all disputes to the exclusive jurisdiction of the state and federal courts located in Sydney, Australia.

13. Third-Party Beneficiary.

Apple is a third-party beneficiary to this Agreement. Upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary of this Agreement.

14. Section Titles.

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

15. Non-Waiver.

Impulse Screen Media's failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision.

16. Severability.

The parties agree that each provision of this Agreement is intended to be construed to be enforceable to the fullest extent possible. If any provision or part of a provision of this Agreement is held to be unlawful, void, or unenforceable, that provision or part of the provision shall be deemed severable from this Agreement and not affect the validity and enforceability of any remaining provisions.

17. Assignment.

You may not assign your rights under this Agreement to any third party; Impulse Screen Media may assign your rights under this Agreement without condition.

18. Product Questions, Comments, Claims And Contact Information.

Impulse Screen Media, is responsible for addressing any questions, comments or claims relating to the Software and/or your use of the Software. If you have any comments or questions, please contact Impulse Screen Media at the following e-mail address: contact@impulscreen.com

19. Termination.

The Software license is effective until terminated by you or Impulse Screen Media. Your rights under this license will terminate automatically without notice from Impulse Screen

Media if you fail to comply with any term(s) of this license. Upon termination of the license, you shall cease all use of the Software, and destroy all copies, full or partial, of the Software.

20. Consent To Use Of Data.

You agree that Impulse Screen Media may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Software. Impulse Screen Media may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies to you.

21. Agreement.

This Agreement constitutes the entire agreement between you and Impulse Screen Media regarding the use of the Software and supersedes any prior or contemporaneous understandings and agreements between you and Impulse Screen Media related to its subject matter.