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BLEep Developer Agreement

RAINMAKER LABS PTE LTD, BLE(EP) DEVELOPER AGREEMENT

THIS BLE(ep) DEVELOPER AGREEMENT (THIS “AGREEMENT” or THIS “Agreement”) IS A LEGALLY BINDING AGREEMENT BETWEEN RAINMAKER LABS PTE LTD. (“RML”) AND THE LEGAL ENTITY YOU REPRESENT (“YOU” OR “you”). IF YOU USE OR ARE ENGAGING IN ACTIVITIES UNDER THIS AGREEMENT FOR A BUSINESS, COMPANY OR CORPORATE ENTITY (“COMPANY”), WHETHER AS AN EMPLOYEE OR CONTRACTOR, THE TERMS “YOU” AND “you” INCLUDE, AND THE TERMS AND CONDITIONS HEREOF ARE BINDING ON, BOTH YOU AS AN INDIVIDUAL AS WELL AS SUCH COMPANY. IN ADDITION, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH COMPANY, AND THAT SUCH COMPANY HAS AUTHORIZED YOU TO ACCEPT THE TERMS OF THIS AGREEMENT ON ITS BEHALF.

RML IS WILLING TO PROVIDE A COPYRIGHT LICENSE TO CERTAIN SOFTWARE AND DOCUMENTATION (EACH DEFINED BELOW) AND ACCESS TO THE BLE(EP) MANAGER (ALSO DEFINED BELOW) TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT, AGREE TO AND COMPLY WITH ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT. BY CLICKING THAT YOU ACCEPT THESE TERMS OR BY USING THE SITE, YOU ACKNOWLEDGE AND AGREE, THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, RML IS UNWILLING TO AND DOES NOT AND WILL NOT MAKE THE SOLUTION (DEFINED BELOW) OR ANY PORTION THEREOF AVAILABLE TO YOU.



IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS YOU MAY NOT COMMENCE ANY INSTALLATION PROCESS AND YOU SHALL NOT ACCESS, AND SHALL ENSURE THAT YOUR CONTRACTORS SHALL NOT ACCESS, ANY PART OF THE SOLUTION, EVEN IF YOU OR YOUR CONTRACTORS HAVE HAD THE OPPORTUNITY TO DO SO. ANY USE, POSSESSION OF, OR ACCESS TO THE SOLUTION, OR ANY PORTION THEREOF, BY YOU IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT; PROVIDED, HOWEVER, THAT IF YOU HAVE ENTERED INTO A SEPARATE WRITTEN AGREEMENT (EXCLUDING PRIOR VERSIONS OF THIS AGREEMENT OFFERED VIA CLICK-THROUGH), EXECUTED BY YOU AND A DULY AUTHORIZED REPRESENTATIVE OF RML WITH RESPECT TO THE SOLUTION (A “NEGOTIATED AGREEMENT”), THEN TO THE EXTENT THE TERMS OF THE NEGOTIATED AGREEMENT CONFLICT WITH THE TERMS OF THIS AGREEMENT, THE CORRESPONDING TERMS OF THE NEGOTIATED AGREEMENT SHALL CONTROL.

1. DEFINED TERMS. In addition to other terms that may be defined herein, the following terms, when capitalized and in singular or plural form, as appropriate, shall have the meanings set forth as follows:

1.1. “Additional Software” means any additional software and/or documentation that RML provides or makes available to you in connection with the Solution including, without limitation, any related plug-ins, updates and/or upgrades as RML may distribute directly or indirectly, but expressly excluding any software which may be embedded in any hardware that works with the Solution; software embedded in any hardware that works with the Solution shall be subject to the terms provided with such hardware. Additional Software will be considered “**Software**”, hereunder, and subject to all terms and conditions of this Agreement. By accepting, downloading, receiving or possessing such Additional Software, you agree that the terms of this Agreement will apply thereto except to the extent any alternate terms provided by RML in connection therewith conflict with the terms of this Agreement. With respect to any such conflict, the alternate terms shall control for that Software only.

1.2. “Affiliates” means any present or future corporation or other Entity that controls, is controlled by, or is under common control with a party (where control means ownership



of more than fifty percent (50%) of the shares, equity interest or other securities entitled to vote for election of directors (or other managing authority)).

1.3. “API” refers to an application programming interface that RML provides or otherwise makes available to you in connection with the Software and/or services provided hereunder.

1.4. “Application” means each software application you develop, or have developed on your behalf by your Contractor(s), with or in connection with the Software, which application is intended to be distributed for download and/or installation by end users for use on electronic devices.

1.5. “Beacon” means the hardware manufactured by RML or its Affiliates, which transmits a Bluetooth signal and/or works with Receivers.

1.6. “Contractor” means your independent contractor who develops and/or distributes an Application on your behalf and who agrees to be bound by the terms of this Agreement.

1.7. “Device” means any hardware device that may be licensed by RML to you or otherwise made available to you by RML in relation to any Feature (e.g., Beacons). For the avoidance of doubt, “Device” expressly excludes Hubs and Receivers.

1.8. “Documentation” means documentation that RML provides or otherwise makes available to you in connection with the Solution.

1.9. “Entity” means any corporation (including, without limitation, any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, cooperative, foundation, society, political party, union, company (including, without limitation, any limited liability company or joint stock company), firm, enterprise, association, organization, or other legal entity.

1.10. “Feature” means certain functionality that may be enabled by the Software (e.g. BLE(ep) Rules, BLE(ep) Communication Types and BLE(ep) Analytics).



1.11. “Intellectual Property Rights” means copyright rights, trademark rights, patent rights, trade secrets, moral rights, right of publicity, right of privacy, authors’ rights, contract and licensing rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, worldwide.

1.12. “Production Rights” means the right to access and use the BLE(ep) BMS in connection with Applications that have been distributed, or are about to be distributed, to third parties.

1.13. “Receiver” means any third party mobile or fixed device such as mobile phones, tablets, devices plugged into a power source, Hubs or other radio frequency devices that may periodically send RML a Beacon’s broadcast information, including without limitation, the time, signal strength and location of receipt.

1.14. “Software” means (i) the licensed software under this Agreement including, without limitation: the software development kit(s) for the Features; related libraries and headers (i.e., Product Binaries); certain sample application(s) in human readable (source code) form or binary form (each a “**Sample Application**”), and (ii) Additional Software, if any, that RML provides pursuant to Section 1.1 (Additional Software). The contents of the Software may vary by Feature and for platform specific versions.

1.15. “Solution” means the products and services made available under this Agreement by RML comprised of (i) the Software, (ii) Documentation, (iii) APIs, (iv) access to the BLE(ep) BMS, (v) related services provided by RML, and (vi) Devices, if any.

1.16. “BLE(ep) BMS” means the web-based service made available by RML to enable you to set-up, and manage your account and may provide you the ability to, among other things, establish Fences, manage communications and Fence events and Devices, and test, manage and generate data points and in some cases analytics and reports (such data points, analytics and reports hereinafter collectively referred to as “**Analytics**”) with respect to your Applications.

1.17. “Territory” means the Republic of Singapore

2. LICENSE GRANTS.



2.1. Copyright License to Product Binaries. Subject to and conditioned upon your compliance with the terms and conditions set forth in this Agreement, RML hereby grants to you a personal, non-exclusive, non-sublicense-able (except as set forth in Section 2.5 (Limited Copyright Sublicense Rights), non-transferable, revocable, limited license under RML's copyrights, during the Term, (i) to reproduce the Product Binaries, solely for the development and testing of Applications (the "**Permitted Purpose**"), and (ii) if, and only if you have received a Key with Production Rights, to reproduce and distribute solely in the Territory, through multiple tiers of distribution, the Product Binaries, in object code form solely as part of such Application. Each Key issued may only be used with a single Application. You may be required to go through an approval process in order to obtain a Key(s) with Production Rights. RML may, in its sole discretion, withhold its approval, and decline to provide you (i) Key(s) with Production Rights, or (ii) access to the Solution by a Key, for any reason or no reason. RML has the right to monitor your use of the Key and your Application to ensure they are not employed except for the Permitted Purpose. If employed for other than the Permitted Purpose, in accordance with Section 14.2 (Suspension), RML has the right to immediately revoke the Key.

2.2. Copyright License to Documentation. Subject to and conditioned upon your compliance with the terms and conditions of this Agreement, including, without limitation, the limitations, conditions, restrictions and obligations set forth below, you may reproduce a reasonable number of copies of the Documentation on an internal basis only, and solely in support of the Permitted Purpose. Distribution of the Documentation is prohibited without the express written permission of RML.

2.3. Copyright License to Sample Application Code. RML may, in its sole discretion, provide certain Sample Application(s). In some cases, the Sample Application(s) may be delivered to you separately from the other Software, but whether provided separately or together with the other Software the following terms and conditions shall apply:

2.3.1. Sample Application Source Code. If (and only if) RML provides such Sample Application in source code form to you, then subject to and conditioned upon your compliance with the terms and conditions of this Agreement, RML hereby grants to you a personal, non-exclusive, non-sublicenseable (except as set forth in Section 2.5.1 (Contractor Sublicense)), non-transferable, revocable, limited license under RML's copyrights, during the Term, and in accordance with the Documentation, to (i) display and



modify such Sample Application source code, (ii) compile such Sample Application source code and your modifications thereto into object code solely for the Permitted Purpose; and (iii) subject to the distribution restrictions set forth in Sections 2.1 above, to reproduce and distribute, through multiple tiers of distribution, such compiled object code as part of Applications that you develop. You will inform any third parties that are to receive Applications that contain any Sample Application code or your modifications thereto that the delivery of such Applications will not convey or otherwise provide any rights under patents of RML or any of its Affiliates.

2.3.2. Sample Application Binary Code. If (and only if) RML provides such Sample Application to you in binary form, then subject to and conditioned upon your compliance with the terms and conditions of this Agreement, including, without limitation, the limitations, conditions, restrictions and obligations set forth below, RML hereby grants to you a personal, non-sublicenseable (except as set forth in Section 2.5 (Limited Copyright Sublicense Rights) below), non-transferable, non-exclusive, revocable, limited license under RML's copyrights, during the Term, to display such Sample Application on a reasonable number of wireless devices which remain directly under your control, solely for your internal evaluation and demonstration of the Software features.

2.4. Third Party Licenses. The Software may contain third party programs, including but not limited to software licensed under open source terms. The license terms associated with those programs apply to your use of them, and in some instances such programs cannot be used or further distributed without a license from the respective owner of such programs. you shall be solely responsible to obtain, if necessary, a separate and independent license from such owner with respect to any such use. The delivery of the Software does not convey a license, nor imply any rights, to use third party programs. A separate and independent license for such use may be required and you shall be solely responsible to verify whether such license is needed in conjunction with your use of such third party programs.

2.5. Limited Copyright Sublicense Rights.

2.5.1. Contractor Sublicense. Subject to and conditioned upon your compliance with the terms and conditions of this Agreement, including, without limitation, the limitations, conditions, restrictions and obligations set forth herein, RML hereby grants to you a



personal, non-exclusive, non-sublicenseable, non-transferable, revocable, limited copyright license, during the Term to sublicense the license rights set forth in Sections 2.1 – 2.3 solely to your Contractors for the sole purpose of developing and/or distributing Applications on your behalf, provided that (i) any sublicense rights granted to any such Contractor by you pursuant to this Section 2.5.1 may be granted on a single tier basis only, without further sublicense rights; (ii) you own the Applications developed (exclusive of the Software) or have obtained all Intellectual Property Rights licenses necessary to allow such Contractor to perform such development and/or distribution, (iii) the Applications developed and/or distributed by such Contractors on your behalf comply with the terms and conditions of this Agreement; (iv) your Contractor has registered on the www.bleep.com site (the “**Site**”) as a developer and has clicked-through to signify their acceptance of the terms of this Agreement; and (v) you shall be responsible and liable for the acts and omissions of your Contractors, including without limitation, their compliance with this Agreement, as if such acts or omissions were your own acts or omissions.

2.5.2. Application Recipients. Subject to and conditioned upon your compliance with the terms and conditions of this Agreement, including, without limitation, the limitations, conditions, restrictions and obligations set forth herein), RML hereby grants to you a personal, non-exclusive, non-sublicense-able, non-transferable, revocable, limited copyright license, during the Term to sublicense the Product Binaries, solely as an integral part of your Application and solely to licensed recipients of your Application, subject to the following additional requirements: (a) your RML technology-enabled Application(s) must add significant functionality to the Product Binaries, as applicable, and you shall not, and you shall ensure that your Contractors do not, distribute the Product Binaries except as fully integrated into your Application(s), (b) your sublicense must be no less protective of the Software and the rights and interests of RML and its Affiliates than are the terms of this Agreement, (c) you shall not, and shall ensure that your Contractors do not, make any representations, warranties, or undertake (or attempt to undertake) any obligations on behalf of RML or its Affiliates, and (d) you shall ensure that RML, its Affiliates and licensors shall have no liability to your sub-licensees in connection with the Solution and/or your Application.

2.6. Pre-commercial Software Releases. If the Software provided to you under this Agreement is designated by RML as a pre-commercial release (indicated by terms such



as “alpha,” “beta,” “trial,” “draft” or “evaluation”) then in lieu of the licenses granted to you above, but subject to any other executed agreement that you may have for the Software which grants additional or different rights or imposes additional or different restrictions, you shall only have the right under this Agreement to download and install the Software on a reasonable number of workstations and/or devices directly under your control for the internal and non-commercial evaluation of the Software. You acknowledge that any such Software is a prerelease or experimental version and is not at the level of performance and compatibility of a final product. The Software may not operate correctly and may be substantially modified prior to first commercial shipment, or may be withdrawn completely. You will not, and shall ensure that your Contractors do not, undertake any significant development or testing using the Software, and any development you undertake is at your sole risk, with the understanding that the Software may never be issued for commercial use. You shall not, and shall ensure that your Contractors do not, commercialize, distribute, publicly perform or publicly display any Applications using any pre-release or non-commercial Software or any component thereof. If you desire other rights (such as the right to develop commercial products using the Software), you must use a commercial release of the Software. The internal and non-commercial evaluation license granted in this section expires when the Software is made available under full commercial terms, which you accept.

2.7. Copies. In addition to any rights expressly provided in this Section 2 (License Grants) above, subject to and conditioned upon your compliance with the terms and conditions of this Agreement, you may, and you may permit your Contractors to, make a single copy of the Software only for backup purposes, provided that you (and/or your Contractors, as the case may be) reproduce all copyright and other proprietary notices that are on the original copy of the Software. You shall not, and shall ensure that your Contractors do not make more copies of the Software than specified in this Agreement.

3. Retention of Rights.

3.1.1. Intellectual Property Ownership Rights. The Software is licensed and not sold to you. You acknowledge and agree that nothing in this Agreement shall convey, assign or otherwise transfer to you, your Affiliates or your Contractors any title or ownership rights in any part of the Solution or to any Intellectual Property Rights of RML.



3.1.2. No Grant of Patent or Certain Other Rights. Except for the express copyright licenses granted to you in Section 2 (License Grants), no other Intellectual Property Rights are granted by RML under or as a result of this Agreement (whether expressly, impliedly, by virtue of estoppel or exhaustion, or otherwise). You acknowledge and agree, on behalf of yourself, your Affiliates and your Contractors, that neither the delivery of any part or all of the Solution nor any provision of this Agreement (including, without limitation, any provision in any exhibit, SOW, addendum, etc. forming a part hereof) will be deemed or construed to grant (whether expressly, by implication or by way of estoppel or otherwise) any right, license, authority to infringe, or immunity from infringement liability under or to: (i) any patents of RAINMAKER LABS Private Limited or any of its Affiliates, (ii) any other Intellectual Property Rights of (a) any Affiliate of RAINMAKER LABS Private Limited (other than RML), or (b) RAINMAKER LABS Private Limited, or (iii) any Intellectual Property Rights of RML covering or relating to any technology (including, without limitation, any product or invention) not embodied solely in the Solution.

3.1.3. Other Obligations. You acknowledge and agree, on behalf of Yourself, your Affiliates and your Contractors, that (i) this Agreement does not modify or abrogate any obligations that you or any of your Affiliates or Contractors has under any license or other agreement with RAINMAKER LABS Private Limited, including, without limitation, any obligation to pay any royalties, and (ii) you will not, and will ensure that each of your Affiliates and Contractors do not, contend that it has obtained any right, license, authority to infringe, or immunity from infringement liability with respect to any patents of RAINMAKER LABS Private Limited or any of its Affiliates under or as a result of this Agreement (whether expressly, impliedly, by virtue of estoppel or exhaustion, or otherwise).

4. APPLICATIONS.

4.1. Permissions. You represent and warrant to RML that you have obtained all necessary rights, permissions and licenses, if any, in content, material, data or code appearing, used, stored, recorded or displayed in or using any of the Applications and that the Applications will be in full compliance with all terms of applicable platform requirements (e.g., terms imposed by Apple and Google on developers and parties utilizing their respective technology platforms, marketplaces, etc.).



4.2. Distribution of Applications. You are strictly prohibited from publishing or otherwise distributing any Applications to any third party unless (i) such publication or other distribution complies with the terms of this Agreement or, if applicable, the Negotiated Agreement; (ii) such publication or distribution complies with any third party agreement terms applicable to the development and distribution of such Application (e.g., the iOS and/or Android platform and marketplace agreements); and (iii) you own the Application (exclusive of the Software), or have secured all Intellectual Property Rights licenses necessary to distribute the Application.

4.3. Application Restrictions. You agree that you will not develop or distribute, and shall ensure that your Contractors do not develop or distribute on your behalf, any Application which:

4.3.1. Provides content, data or information, whereby errors or inaccuracies in such content, data or information or the failure of the Application could lead to death, personal injury, or severe physical or environmental damage;

4.3.2. Incorporates spying, threatening or stalking functionality;

4.3.3. Enables facial recognition functionality, except and to the extent that the Application provides for each person whose facial image is included to provide legally binding consent in advance;

4.3.4. Interferes with the functionality of an end user's device, other applications or any products or services offered by RML;

4.3.5. Includes content or materials (text, graphics, images, photographs, video, sounds, etc.) that comprise, constitute or depict, or that allow a user to transmit content or materials which include any of the following: (a) profanity, nudity, pornographic or obscene images or explicit sexual themes; (b) defamatory, libelous, racist or discriminatory statements; (c) material that infringes the intellectual property of any third party; (d) material that infringes upon the privacy or data protection rights of any person; (e) material that is unnecessarily violent or dangerous to use; or (f) material that is illegal or objectionable;



4.3.6. Is used for determining the official legal eligibility of any individual or resident of a particular structure to attend any particular school or school system, or to use or benefit from any other services provided by or on behalf of any city, town, county, state or other governmental entity, or any other service dependent upon residence within a given geographical area (your reliance upon the Solution for such purposes is outside the scope of the license grants and thus, not advised or permitted);

4.3.7. Includes any malware, malicious or harmful code, program or other internal component (e.g., computer viruses, Trojan horses, “backdoors”, etc.) that could damage, destroy or adversely affect other software, firmware, hardware, data, systems, services or networks;

4.3.8. Is created or developed in a manner so as to, or with the objective to, damage any wireless device, computer, network, or any feature or function of a wireless device, computer or network based on the use of such Application;

4.3.9. Uses any word, term, name, symbol, or other material, or any combination thereof, or any false designation of origin, false or misleading description of fact, or false or misleading representation of fact, which could cause confusion or mistake, or which could deceive an end user as to (a) your affiliation, connection, or association with another person, or (b) the affiliation, connection or association of the Application with another product, or with the goods, services, or commercial activities by another person, or (c) as to the origin, sponsorship, or approval of the Application;

4.3.10. Triggers more than one Application, and that a single device does not trigger multiple Applications;

4.3.11. Misrepresents the nature, characteristics, qualities, or geographic origin of goods services provided by you or the Application; or

4.4. License to RML. You hereby grant to RML and RML’s Affiliates a non-exclusive, royalty-free, worldwide license during the Term under all of your Intellectual Property Rights, to use, reproduce, display, and execute (i) all of your Applications for internal review and the development and testing of RML’s Software (or any portion thereof); and (ii) all of your Applications in demonstrations of such Software, its capabilities or



functionalities (or any portion thereof), to third parties; and (iii) any and all Fences created or modified by you through your use of the Solution for inclusion and incorporation into the Solution. Further, RML and its Affiliates may display in any media whatsoever your name, the name of the Applications and any marks or logos associated with the Applications for purposes of marketing and promoting the Solution, or any portion thereof, and/or products and services of RML and its Affiliates.

4.5. Mandatory End User License Agreement Clauses. You shall include, and shall be solely responsible for including, in a mandatory end-user license agreement for each of your Applications, whether in an agreement between you and an end user (where you license your Application directly to end users) or in an agreement between you and the licensor/distributor of your Application (where you are a Contractor), legally enforceable provisions which are appropriate to your Application, which comply with all applicable laws, rules and regulations, and which include, without limitation:

4.5.1. All terms, disclosures and information necessary to comply with the terms of this Agreement including, without limitation, the provisions set forth in the Data Schedule;

4.5.2. Each end user's consent to the collection, storage, and use by RML and its Affiliates and service providers of Data from the Software and the transfer of Data between RML and its Affiliates and service providers (which may be in the Singapore or in other countries), in each case for the purposes of (i) facilitating the provision of new products, updates, enhancements and other services, (ii) improving the Software, and other products, services and technologies, and (iii) providing new products, services or technologies to you and customers of RML and its Affiliates;

4.5.3. For any Application enabling BLE(ep) Proximity, each end user must be advised that the proximity locations are approximate based upon several factors including without limitation environmental surroundings, obstructions, orientation between Beacon and Receiver, accuracy of Receiver's location, and version of software running on Beacon and/or Receiver.

4.5.4. Each end user is advised that your Application may incur data usage charges in varying amounts, based on variable factors, which include the number of interactions of your Application the Solution.

If your Application uses any portion of other services provided by RML or its Affiliates, (e.g., services available only under separate agreement), you acknowledge that additional end-user terms and conditions will be required to be obtained from each end user as more particularly described in the separate agreement for the other services.

4.6. Safety. The BLE(ep) Proximity platform enables you to create a wide range of Applications, which may have differing objectives, functionality to reach those objectives, and targeted user populations. It is **your** responsibility to ensure that Applications are carefully evaluated to ensure that safety is always a top priority. To this end, you represent and warrant that you are familiar with the principals of safety by design and you shall apply the safety hierarchy (available at www.safetyhumanfactors.org) or a similar strategy; which focuses on the following prioritized methods for hazard mitigation:

Design: The Application shall not expose the user to a hazard. This is always the preferred approach and should be followed whenever possible.

Guard: If you cannot completely design out a hazard, you shall guard against the end user having contact with the hazard.

Warn: If there remains a possibility of an Application end user being exposed to a hazard, you shall implement an effective warning strategy and ensure that all warnings are provided in a manner that is prominent, and easily located and understood by the Application end user.

The following are examples of warnings, which you might apply to your Application are as follows:



WARNING!

Beacons are not a substitute for adult supervision

Always watch children and protect them from hazards



WARNING! Anticipate hazards

Device should not be used in the presence of a potential hazard

Use good judgment and only use Proximity devices when it is safe to do so



If a hazard is detected, find a safe location, and inform the appropriate authority

5. SOFTWARE RESTRICTIONS

5.1. The licenses to the Software granted to you hereunder are solely for the limited purposes set forth in Section 2 (License Grants). The Software, including, without limitation, the Documentation, shall not be used for any other purpose.

5.2. Except as expressly permitted in Section 2, you shall not, and shall ensure that your Contractors do not reproduce, distribute, publicly perform, publicly display or create derivative works of or based on the Software, or disclose, rent, lease, loan, provide or otherwise transfer, in any manner, to any third party the Software, Documentation or any portion thereof

5.3. Excepting any portions of the Software provided to you in source code format, and excepting any third party code distributed with the Software that is licensed under contrary terms, you will not reverse engineer, disassemble, decompile, or translate the Software or any portion thereof, or otherwise attempt to derive the source code version of the Software, except if and to the extent expressly permitted under any applicable law. If applicable law expressly permits such activities, any information so discovered or derived shall be deemed to be the confidential proprietary information of RML and must be promptly disclosed by you to RML.

5.4. You will not, and shall ensure that your Contractors do not access or use for any purpose any API other than such APIs as are expressly described in the Documentation.

5.5. You will not, and shall ensure that your Contractors do not use the Software to create or develop any developer tools (including without limitation plug-ins and middle-ware) or any software other than end-user targeted Applications.

5.6. You will not, and shall ensure that your Contractors do not use any part of the Solution to do anything, which degrades or otherwise negatively impacts RML's product or services.



5.7. You shall not, and you shall ensure that your Contractors do not, incorporate, link, distribute or use any third party software or code in conjunction with (i) the Software (ii) any software, products, documentation, content or other materials developed using the Software, and/or (iii) any derivative works that you make using the source code portions of the Software (if any), in such a way that: (a) creates, purports to create or has the potential to create, obligations with respect to the Software, including without limitation the distribution or disclosure of any source code; or (b) grants, purports to grant, or has the potential to grant to any third party any rights to or immunities under any Intellectual Property Rights or proprietary rights of RML or its Affiliates, including without limitation as such rights exist in or relate to the Software. Without limiting the generality of the foregoing, you shall not, and you shall ensure that your Contractors do not, incorporate, link, distribute or use (1) the Software, (2) any software, products, documentation, content or other materials developed using the Software, nor (3) any derivative works that you or your Contractor make using the source code portions of the Software (if any), with any code or software licensed under any version of the GNU General Public License (“**GPL**”), Affero General Public License (“**AGPL**”), Lesser General Public License (“**LGPL**”), European Union Public License (“**EUPL**”), Apple Public Source License (“**APSL**”), Common Development and Distribution License (“**CDDL**”), IBM Public License (“**IPL**”), Eclipse Public License (“**EPL**”), Mozilla Public License (“**MPL**”), or any other open source license, in any manner that could cause or could be interpreted or asserted to cause the Software (or any modifications thereto) to become subject to the terms of the GPL, AGPL, LGPL, EUPL, APSL, CDDL, IPL, EPL, MPL, or such other open source license. You, your Contractor, and each party receiving Software or any copies thereof from you or your Contractor, shall not receive any rights to use such Software or copies thereof in a manner that will cause any patents, copyrights or other Intellectual Property Rights which are owned or controlled by RML or any of its Affiliates (or for which RML or any of its Affiliates has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an “**Open Source License**”). These restrictions, limitations, exclusions and conditions shall apply even if RML or any of its Affiliates becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. Also, no act by RML or any of its Affiliates that is undertaken under this Agreement as to any software or technology shall be construed as being inconsistent with the intent not to cause any patents, copyrights or other Intellectual



Property Rights which are owned or controlled by RML or any of its Affiliates (or for which RML or any of its Affiliates has received license rights) to become subject to any encumbrance or terms and conditions of any Open Source License.

6. BLE(EP) BEACON MANAGEMENT SYSTEM “ BLE(EP) BMS”.

6.1. Access. Subject to and conditioned upon your compliance with the terms and conditions of this Agreement and the Solution website terms of use. RML hereby permits you to access the BLE(ep) BMS during the Term solely in connection with your Applications. You may not access or use, and you shall ensure that your Contractors do not access or use, the Solution or any component thereof and you may not accept the terms of this Agreement if you or any of your Contractors are a person barred from doing so or barred from receiving access to the Software or the BLE(ep) BMS under the laws of the Singapore or any other country, including, without limitation, the country in which you (or your Contractors, as the case may be) are resident or from which you or your Contractor access or use any part of the Solution.

6.2. Confidentiality of Password. You are solely responsible for maintaining the confidentiality of your password protected access to BLE(ep) BMS. You may permit your Contractors to use your password to access and use the BLE(ep) BMS on your behalf in connection with your Applications. Except as set forth in the preceding sentence, you shall not, and shall ensure that your Contractors do not, further distribute your password or otherwise allow third parties to access the BLE(ep) BMS.

6.3. Restrictions on Use of BLE(ep) BMS. You shall not, and shall ensure that your Contractors do not:

6.3.1. License, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available the BLE(ep) BMS in any way to any third party;

6.3.2. Store, distribute or sell any Fence data for any use except that which is tied to the BLE(ep) BMS and Application;

6.3.3. Reverse engineer or access the BLE(ep) BMS in order to (i) build a competitive product or service, (ii) build a product using similar ideas, features, or functions of the BLE(ep) BMS, (iii) copy any ideas, features, or functions of the BLE(ep) BMS, or (iv)



transfer any Solution Data (defined in Section 7 (Feedback; Bug Reports; Solution Data)) to any third party in exchange for a fee or any other benefit;

6.3.4. Attempt to gain unauthorized access to the BLE(ep) BMS or its related systems or networks;

6.3.5. Excessively use the overall network capacity or bandwidth of the BLE(ep) BMS or otherwise burden the BLE(ep) BMS with unreasonable data loads;

6.3.6. Harm or interfere with RML's networks or servers or any third party networks or servers connected to the BLE(ep) BMS or otherwise disrupt other users' use of the BLE(ep) BMS;

6.3.7. Take any action that interferes or may interfere, as determined in RML's sole discretion, with operations of the BLE(ep) BMS or the Site or any products or services provided in connection with the Software, BLE(ep) BMS or the Site, including, but not limited to: (i) placing an unreasonable load on RML infrastructure; (ii) circumventing security features used to prevent or restrict access to or use of Solution features or services or the Site; (iii) creating user accounts by automated means; (iv) impersonating any individual or Entity; (v) using the products, services or Site for any illegal purpose; (vi) using any embeddable or syndicate-able features in a way that alters or circumvents how RML designed such features to be used; (vii) selling, reselling, redistributing, or sublicensing the BLE(ep) BMS or Site or otherwise charging third parties for access to the BLE(ep) BMS or Site; (viii) using the BLE(ep) BMS or Site to enable services to applications that do not contain the Software; and (ix) using a Key for more than one Application or for an Application not authorized by RML.

6.3.8. Use the BLE(ep) BMS in any way to create or manage communications based on rules which are inappropriate or inaccurate or which could lead to communications which are deceptive to users, including, without limitation using the BLE(ep) BMS to upload, transmit, track or populate data, content or other materials which are or do any of the following: (i) infringe on any copyright or other intellectual property or other right of any other person or Entity; (ii) are illegal, defamatory, libelous, deceptive, fraudulent, obscene or offensive; (iii) would be considered spam, unsolicited advertising or low quality data uploaded for the purpose of harming services; (iv) contain software viruses or other code



designed to disrupt computing services; (v) as uploaded, violate a valid third-party agreement; and (vi) any other applicable item in this Section 6.3.

7. FEEDBACK; BUG REPORTS; SOLUTION DATA. You agree to report promptly to RML all bugs you or your Contractor experience or encounter with the Solution or any component thereof, along with your logs, steps to reproduce such bugs, and experiences regarding the performance and use of the Solution. All data, feedback and other information related to or in connection with the Solution or any component thereof, including without limitation, Fences, labels associated with Fences and/or Devices, data relating to an Application's interaction with the Solution (or any component thereof including, without limitation, Devices), Data (defined in Section 9.1 (Data, Non-Interference and Right to Use)) that has been de-identified (such that no end user can be identified with such Data), and Analytics, however learned and by whomever collected or provided, (collectively, "**Solution Data**"), are, as between RML and you, the confidential and proprietary information of RML and subject to Section 10 (Confidentiality). For the avoidance of doubt, the Solution Data may be used by RML for any purpose without payment or attribution to you.

8. SERVICE FEES. You agree to pay the applicable Service Fee amounts set forth in the Fee Schedule located in Plans and Pricing. RML will invoice you on a monthly basis for Service Fees. All invoices are due and payable within thirty (30) days of receipt. All amounts due to RML which are not paid when due shall accrue late payment charges on the unpaid amount at the rate of one and one half percent (1.5%) per month or the maximum rate permitted under applicable law, whichever is less, from the date due until the date paid in full, together with any accrued late payment charge. As set forth in Section 14.2, RML reserves the right to suspend access to the Solution if you fail to make payments timely. If invoices are paid late more than one time in any twelve (12) month period, upon RML's request, you must provide RML a refundable deposit equal to two (2) times the amount of the last month's invoice to be held until termination of the Agreement. Payments must be remitted in accordance with the instructions on the invoice or sent to:

For payments by Check, please remit to:

Rainmaker Labs Private Limited
Attn: Accounts Receivable



25 Bukit Batok Crescent, #09-12, The Elitist
Singapore 658066

9. PRIVACY; DATA COLLECTION AND USE.

9.1. Data, Non-Interference and Right to Use. You understand that the Software collects and sends certain data to RML (hereinafter “**Data**”). You understand and agree that you, and entities working on your behalf, will not alter, survey, intercept, inhibit, direct, or otherwise interfere with the transmission of Data to RML and/or its affiliates in connection with the Software. You further agree that you and those working on your behalf, will not directly access any Data that is stored in a private data store by the Software on an end user’s device, apart from any access provided by RML. You agree that RML may use the Data: (a) to provide the Solution to you and your end users, (b) to improve, optimize, troubleshoot, create bug fixes for the Solution, and (c) on a de-identified basis (such that no end user can be identified) for RML’s business purposes. RML shall cooperate with you to provide your end users with applicable data subject rights required under applicable law with respect to personal data such as access, correction and/or deletion rights.

9.2. Parties’ Roles and End User Notice, Consent and Controls. As described below, you may use the Software in one of two modes: (i) the default mode in which case RML displays a RML-branded, end user privacy notice, obtaining end user consent, and providing end user controls for the Software (“**Default Mode**”), or (ii) you can choose to display your own privacy notice explaining the privacy and data management practices of the Software, obtain the end users’ opt-in consent, and create an end user interface to use the Software API to provide end user controls (“**White Label Mode**”). Your obligations for the Default Mode and White Label Mode are as follows:

9.2.1. Default Mode. If you choose to deploy the Software in the Default Mode in connection with BLE(ep) Geofence and/or BLE(ep) Interest-Sensing (collectively the “**Context Features**”), all of the following shall apply:

a) You must display or make available a notice and/or privacy policy to end users describing, among other things, the information you receive, process, and/or use from the Software, and your data management practices relating thereto, including, without



limitation, collection, use, sharing, transfer, security, retention, and choices available to end users in connection therewith.

b) You shall be solely responsible for ensuring that use of such Applications by end users, and the terms related to use of such Applications by end users, do not conflict with and are not inconsistent with the terms of the BLE(ep) Product Privacy Policy.

c) Your Application shall invoke the BLE(ep) privacy controls user interface as the initial means for an end-user to enable the Context Features in the Application, and you shall always include in the Applications a link, button, tab or any other easy and convenient access in the Application's settings user interface to allow a user to invoke the BLE(ep) Product Privacy Policy and end user controls user interface if a user so desires.

d) You shall not disable or override the mandatory opt-in feature or privacy control panel for an end user to activate any of the Context Features, nor the "Delete my data" tab nor other functionality available to end users through the Default Mode.

e) You shall include the Application feature(s)' name and the feature(s)' description in the opt-in switch provided through the Software to ensure clarity to the end-user of the Application's feature(s) that leverage the Context Features.

f) You must ensure the Default Mode privacy controls are always available for the Context Features and you must design your Application to "elegantly fail" should the user turn off one or more Context Features.

9.2.2. White Label Mode. If you choose to deploy the Software in the White Label Mode, all of the following shall apply:

a) Parties Roles. In the White Label Mode, RML is solely a technology and service provider. The Parties agree that for purposes of the data protection or privacy laws or regulations of the Republic Of Singapore, or any other similar law, rule or regulation in any jurisdiction where the Application is distributed, you shall be considered the "Data Controller", and RML shall be considered the "Data Processor".

b) End User Privacy and Consent. The Data, including any personal information, collected, used, and processed by the Software and RML data management practices



are set for in the attached Data Schedule. You must include a privacy policy in the Application(s) (hereinafter “**Privacy Policy**”) that: (i) completely and accurately discloses the Data collection and use practices (including the data processing RML provides for you on RML servers) as described in the Data Schedule, and (ii) discloses that Rainmaker Labs Pte Ltd. is a service provider enabling the Applications on Customer’s behalf and that Data will be stored and processed by RML and its affiliates on servers in the Singapore as described in the Data Schedule. In addition, the Applications’ user interface must clearly and conspicuously make the Privacy Policy available to end-users before the Application collects Data from such end users. You shall obtain end users’ consent for the Data collection and use practices of RML (as described in the Privacy Schedule) before the Software collects or uses any Data.

c) End User Controls. As more fully described in the Privacy Schedule and available Documentation, RML provides certain APIs in the Software to enable you to provide end user controls such as an “on/off” control, controls to “disable/enable” certain features of the Software, the ability of the user to access inferred profile information, and a data deletion control. You must use all applicable APIs provided by RML to provide end user controls over the functioning of the Software.

d) Your White-Label Privacy Compliance. You represent and warrant that the use and distribution of each Application and your Privacy Policies comply, at a minimum, with all applicable laws, rules or regulations, in each jurisdiction in which the Application is distributed (collectively, “**Laws and Regulations**”) including, without limitation, ensuring that the Application does not violate or infringe any privacy, data protection, information security or other similar legal rights of Application end users. You shall be solely responsible for ensuring your compliance with the Application’s Privacy Policy, and that the use of the Application, and the terms related to use of the Application by end users, do not conflict with and are not inconsistent with applicable Laws and Regulations.

9.3. Minimum Additional Privacy Requirements.

9.3.1. You must secure anything and everything reasonably important to an end user (i.e. use encryption and good security practices to protect your end user’s personal data).



9.3.2. You must NOT target children (anyone under the age of 13 in the Singapore or the age of a child in a country in which an end user is located).

9.4. Audit. You agree that on reasonable advance notice from RML, you will provide an independent third party auditor, selected by RML and approved by you (such approval not to be unreasonably withheld), with access to all information, processes, procedures and protocol related to your compliance with the Data collection, storage and usage provisions of this Agreement.

9.5. Data Customer Provides to RML. When you register on the Site, we may collect your name, email address, mailing address, and the name of your business. You agree that RML may use the contact information you provide RML to contact you about the Solution and other products and services RML or its Affiliates may offer.

10. CONFIDENTIALITY. You hereby acknowledge and agree that the Solution, including without limitation the Software, Documentation and BLE(ep) BMS, Solution Data, Analytics, and all related information, are confidential and proprietary to RML. Except as expressly permitted in this Agreement, you shall not, and shall ensure that your Contractors do not, disclose, or permit the disclosure of, any confidential or proprietary information of RML in any form or any information relating thereto (including without limitation the results of use or testing) to any third party without RML's prior written permission. You shall not, and shall ensure that your Contractors do not, discuss or otherwise disclose any information about a pre-commercial release of the Software including without limitation any Application you develop or have developed using a pre-commercial release of the Software. You may not use any RML confidential or proprietary information for any purpose except to the extent expressly permitted in this Agreement. You further acknowledge and agree that any unauthorized use or disclosure of the Solution and/or such other RML confidential or proprietary information may cause irreparable harm and significant injury to RML that would be difficult to ascertain or quantify; accordingly, you agree that RML shall have the right (without posting bond or proof of future damages) to seek and obtain injunctive or other equitable relief to enforce the terms of this Agreement and without limiting any other rights or remedies that RML may have. Except as expressly set forth herein, you shall not make any disclosure or public announcement relating to this Agreement or the subject matter hereof without the prior written approval of RML. You further acknowledge and agree that in the event of a



conflict between this Agreement and another confidentiality or non-disclosure agreement relating to the Solution that may govern the exchange of confidential information between you and RML, the terms of this Agreement shall control.

11. NO SUPPORT; DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.

11.1. No Support. RML is under no obligation to provide any form of technical support for the Solution. If RML, in its sole discretion, chooses to provide any form of support or information to you or your Contractors relating to the Solution, such support and information shall be deemed confidential and proprietary to RML and protected in accordance with Section 10.

11.2. DISCLAIMER OF WARRANTIES.

a) YOU EXPRESSLY ACKNOWLEDGE AND AGREE ON BEHALF OF YOURSELF AND YOUR CONTRACTORS THAT THE USE OF THE SOLUTION, INCLUDING WITHOUT LIMITATION THE SOFTWARE, THE DOCUMENTATION, APIs, ANY DEVICE, RELATED SERVICES AND THE BLE(EP) BMS, IS AT YOUR SOLE RISK. THE SOLUTION AND TECHNICAL SUPPORT, IF ANY, ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, RML, ITS MANUFACTURERS, SERVICE PROVIDERS, LICENSORS AND EACH OF THEIR RESPECTIVE AFFILIATES, SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. RML AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOLUTION WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOLUTION WILL BE CORRECTED.

b) FURTHERMORE, RML AND ITS LICENSORS DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING ANY APPLICATION OR THE



USE, OR THE RESULTS OF THE USE, OF THE SOLUTION IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. RML, ITS MANUFACTURERS, SERVICE PROVIDERS, LICENSORS AND EACH OF THEIR RESPECTIVE AFFILIATES, DISCLAIM ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT OR DEVICE UNDER THIS AGREEMENT OR MAKE A PRODUCT OR DEVICE EXCHANGE WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA.

c) IF RML, ITS MANUFACTURERS, SERVICE PROVIDERS, LICENSORS AND EACH OF THEIR RESPECTIVE AFFILIATES, CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE SHORTEST PERMITTED DURATION AND TO REPAIR, REPLACEMENT, OR REFUND AS DETERMINED BY RML IN ITS SOLE DISCRETION.

d) NO RML RESELLER, AGENT, PARTNER, AFFILIATE OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS NO WARRANTY STATEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY RML OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY REPRESENTATION OR WARRANTY.

11.3. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION, SHALL RML, ITS AFFILIATES, MANUFACTURERS, DISTRIBUTORS, SERVICE PROVIDERS, LICENSORS OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR ANY DOWNLOAD, INSTALLATION OR USE OF, OR INABILITY TO USE, THE SOLUTION, EVEN IF RML HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RML'S CUMULATIVE LIABILITY ARISING FROM THE SERVICES, PRODUCTS AND SOFTWARE PROVIDED HEREUNDER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT,



INDEMNIFICATION, CONTRIBUTION, OR OTHERWISE, SHALL BE LIMITED TO THE DIRECT DAMAGES RECOVERABLE UNDER LAW, BUT NOT TO EXCEED SGD \$1,000 OR THE EQUIVALENT THEREOF IN ANY OTHER CURRENCY. YOU HEREBY RELEASE RML, IT'S MANUFACTURERS, DISTRIBUTORS, SERVICE PROVIDERS, LICENSORS AND EACH OF THEIR RESPECTIVE AFFILIATES, FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THIS LIMITATION. ALL CLAIMS BY YOU, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, MUST BE BROUGHT WITHIN TWO YEARS FROM THE DATE THE CAUSE OF ACTION ACCRUES. THIS LIMITATION OF LIABILITY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. This provision applies notwithstanding any contrary provision in this Agreement.

11.4. Jurisdictional Restrictions. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages or the exclusion of implied warranties, so the above limitations and exclusions may not apply or may be limited in those jurisdictions. However, the parties intend for these limitations and exclusions to apply to the maximum extent allowed under applicable law.

12. INDEMNITY. You agree to indemnify and hold harmless RML, its Affiliates and licensors, and each of their respective officers, directors, employees, agents and successors and assigns (each, a “**RML Indemnitee**”), from and against any and all claims, actions, suits, demands, causes of action, losses, liabilities, damages, costs and expenses, incurred or otherwise suffered by each RML Indemnitee (including but not limited to costs of defense, investigation and reasonable attorneys’ fees) arising out of, resulting from or related to (i) the download, installation, duplication, storage, execution, display, performance, making of derivative works, use or distribution or transfer of any Application or related documentation or any content or materials or derivative works or products used by or in the Applications by any person or entity (except and solely to the extent such infringement is directly caused solely by the unmodified Software, or portions thereof, as supplied to you by RML under this Agreement); (ii) any breach of this Agreement by you or your Contractors; and/or (iii) any use, reproduction or distribution of the Software, as modified or integrated by you, or by your Contractor on your behalf, which causes an infringement of any patent, copyright, trademark, trade secret, or other intellectual property, publicity or privacy right of any third parties arising in any jurisdiction anywhere in the world (except and solely to the extent such infringement is directly



caused solely by the unmodified Software, or portions thereof, as supplied to you by RML under this Agreement). If and as requested by RML, you agree to defend, at your cost, each RML Indemnitee in connection with any third party claims, demands, or causes of action resulting from, arising out of or in connection with any of the foregoing; provided that you shall not settle any claim, action or suit without the prior written consent of RML. RML HAS NO OBLIGATION TO DEFEND, INDEMNIFY OR HOLD YOU OR YOUR CONTRACTORS HARMLESS UNDER THIS AGREEMENT.

13. USE OF NAME AND TRADEMARKS. The Software may embed the trade names, trademarks, service marks, logos domain names and other distinctive brand features of RML, its Affiliates or third parties (“**Marks**”). When such attribution is embedded, such as a “powered by” logo included via the privacy controls user interface or when otherwise required by RML, you must, and you shall ensure that your Contractors, display it as provided or otherwise described in the Software or other instructions provided by RML and may not delete or in any manner alter these Marks. Except as set forth in the preceding sentence, you shall not, and shall ensure that your Contractors do not, display or make any use of RML or its Affiliates’ names, marks or logos in connection with the Application without the prior written approval of RML. You shall not, and shall ensure that your Contractors do not, display the Marks in any manner that falsely expresses or implies that the Application or any content transmitted via the Application is sponsored or endorsed by RML. All permitted uses of Marks shall be in strict accordance with the branding guidelines or logo usage guidelines RML makes available to you from time to time. Any use of Marks that does not fully comply with such guidelines is prohibited. RML may, at its sole discretion, provide additional promotional and/or marketing opportunities with respect to such of the Applications that display the Marks on the splash screen. You can disclose that you are a BLE(ep) Developer as specified in the Branding Guidelines.

13.1 RML Logo Restrictions. You agree that you will not, and shall ensure that your Contractors do not, use the RML Logo or any similar mark which we may post as certifying the Software in any manner with respect to an Application unless the Application is independently certified and you obtain a license from the applicable third party certifying Entity to use such mark.

14. TERM AND TERMINATION; SUSPENSION; SURVIVAL.



14.1. TERM AND TERMINATION. This Agreement shall be effective upon acceptance by you and shall continue until terminated as provided herein (the “**Term**”). You may terminate the Agreement at any time by deleting and destroying all copies of the Software, Data, Solution Data and Documentation and all related information in your or your Contractor’s possession or control the license and other rights granted to you in this Agreement shall terminate, provided that you also inform RML in writing at that time of such termination. The licenses granted to you by RML hereunder and your right to access the BLE(ep) BMS terminate immediately and automatically, with or without notice, if you or your Contractor fail to comply with any provision hereof. Additionally, RML may at any time terminate this Agreement, either with or without cause, upon notice to you.

14.2. Suspension. RML reserves the right regardless of whether RML terminates this Agreement, to suspend or deprecate the scope of the Solution available to you, your Contractors or any of your Applications for any reason, including, without limitation: (i) violation of this Agreement (including, without limitation any Negotiated Agreement) or other agreements associated with the Software or the Site (each as may be amended from time to time); (ii) allegations that the Application, or any component thereof, violates the Intellectual Property Rights of a third party; (iii) disruption of communication networks or negative impact on RML or RML’s product servers; (iv) allegations that any content included in or transmitted by the Application violates the Intellectual Property Rights of a third party; (v) failure to comply with rules by advertising bodies and rating agencies; (vi) objectionable content; (vii) the Application, or any component thereof, contains a virus or malware; (viii) compliance with the Singapore Digital Millennium Copyright Act (DMCA) or similar legislation anywhere in the world; (ix) compliance with applicable law, including any court order or requirement of a governmental agency; (x) harm or reasonable threat thereof to RML’s reputation or the reputation of our Affiliates or customers, or the reputation of RML, its Affiliates or customers’ products and/or services; (xi) continued use of Features in the Application could cause harm to any third party or (xii) RML deems such suspension or deprecation of access to all or part of the Solution to be prudent or necessary in RML’s sole discretion.

14.3. Defined terms, Sections 3 (Retention of Rights), 4.4 (License to RML), 5 (Software Restrictions), 6.3 (Restrictions on Use of BLE(ep) BMS), 7 (Feedback; Bug Reports; Solution Data); 8 (Fees); 9 (Privacy; Data Collection and Use); 10 (Confidentiality); 11 (No Support; Disclaimer of Warranties; Limitation of Liability); 12 (Indemnity); 14.1 (Term



and Termination); 14.3 (Survival); and 15 (Governing Law; Venue) through 21 (Miscellaneous) shall survive the termination of this Agreement.

15. GOVERNING LAW; VENUE. This Agreement is governed and interpreted in accordance with the laws of Singapore, without giving effect to its conflict of laws provisions that would result in the application of the laws of a different state or country. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply. Except as set forth in Section 16 (Dispute Resolution), any claim, lawsuit or proceeding arising out of or related to this Agreement must be brought exclusively in the courts of Singapore and you hereby consent to the exclusive jurisdiction and venue of such courts, provided that either party may seek injunctive or other equitable relief in any court with jurisdiction. If any provision (or portion of a provision) of this Agreement shall be held to be illegal, invalid, or unenforceable, the legality, enforceability or validity of the remaining provisions (or portion of the applicable provision) of this Agreement shall not be affected.

16. DISPUTE RESOLUTION. If you are an individual or Entity whose official place of residency or formation is outside of the Singapore, all disputes, controversies, or claims arising out of, relating to or in connection with this Agreement including the determination of the scope of the Agreement to arbitrate, shall be finally settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (“UNCITRAL”), applicable at the time of submission of the dispute to arbitration, and the following shall apply:

16.1. Nothing herein will prevent RML, prior to appointment of the arbitrator, from making application to any court of competent jurisdiction, for any provisional remedy available at law or in equity. Such application for relief shall not constitute a waiver of this Agreement to arbitrate. Upon appointment, the arbitrator shall have exclusive authority to order provisional or interim relief, except that a court otherwise having jurisdiction may immediately and specifically enforce any relief ordered by the arbitrator. You waive objection to venue and consent to the personal jurisdiction of the federal courts of Singapore. In any action to enforce this Agreement to arbitrate or any order or award of the arbitrator, or for the provisional or interim remedies provided for herein.

16.2. Discovery shall be limited to written requests for the production of specific documents. The period for requesting documents shall be sixty (60) days commencing upon the day that the answer is due under the Rules. The responding party shall have thirty (30) days to produce the requested documents by sending copies to the requesting party or its representative via a recognized international courier service. Each party will also voluntarily produce all documents that they intend to use at the arbitration hearing and a list of intended witnesses before the close of discovery subject to supplementation for purposes of rebuttal or good cause shown. Each party hereby waives any right to seek any discovery not provided for in this Agreement irrespective of whether the laws of any country provide for different or additional discovery in international arbitration. The arbitrator will hold a pre-hearing conference within three days of the close of discovery and will schedule and hold the final hearing within thirty (30) days of the close of discovery. YOU HEREBY AGREE THAT THE ARBITRATION PROCEDURE PROVIDED HEREIN WILL BE THE SOLE AND EXCLUSIVE METHOD OF RESOLVING ANY OF THE AFORESAID DISPUTES, CONTROVERSIES OR CLAIMS.

17. EXPORT COMPLIANCE ASSURANCES. You acknowledge that all hardware, software, documentation, technology and technical data and information (collectively, "**Products**") obtained from RML and the Applications are subject to the SINGAPORE government export control and economic sanctions laws. You acknowledge that other countries may have trade laws pertaining to import, use, export or distribution of Products, and that compliance with the same is your responsibility. You represent and warrant that you are not a person or Entity that is listed on any Singapore Government list of prohibited or restricted parties. This Section shall survive the expiration or termination of this Agreement.

18. COMPLIANCE LAWS.

18.1. You shall, and shall ensure that your Contractors shall, abide by all applicable local, state, national, and foreign laws, treaties and regulations in connection with Application(s) and your use of the BLE(ep) BMS, including, without limitation, those related to privacy and data collection, international communications, and the transmission of technical or personal data.



18.2. Not in limitation of the foregoing, you represent and warrant to RML that, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving RML, you, and everyone acting on your behalf, will comply with and will not violate any anti-corruption law or international anti-corruption standards, including but not limited to the U.S. Foreign Corrupt Practices Act. You represent and warrant to RML that you have not, and covenant and agree that you will not, and shall ensure that your Contractors do not, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving RML, make, promise, or offer to make any payment or transfer anything of value, directly or indirectly, to any individual to secure an improper advantage. It is the intent of the Parties that no payments or transfer of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining or retaining business.

19. GOVERNMENT END USERS. If you are acting on behalf of an agency or instrumentality of the Singapore government, the Software and Documentation, as applicable, are "commercial computer software" and "commercial computer software documentation" developed exclusively at private expense by RML. Pursuant to FAR 12.212 or DFARS 227 7202 and their successors, as applicable, use, reproduction and disclosure of the Software is governed by the terms of this Agreement.

20. NO THIRD PARTY RIGHTS. Excepting the terms and rights applicable to RML's Affiliates as expressly stated herein (which terms and rights such RML Affiliates shall be entitled to enforce as third party beneficiaries), the Parties agree and confirm their mutual intention that neither this Agreement nor any of the terms of this Agreement will be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999, or otherwise, by any person/entity not a direct party to it. Notwithstanding that any term of this Agreement may be or may become enforceable by a person who is not a party to this Agreement, the terms and conditions of this Agreement may be modified or amended, or this Agreement may be suspended, cancelled, rescinded or terminated by the parties as provided in Section 21.3 (Amendment) without the consent of any such third party.

21. MISCELLANEOUS



21.1. Entire Agreement. This Agreement (including, without limitation, the Fee Schedule, the Data Schedule, the Device Supply Agreement, and any Negotiated Agreement between you and RML) constitutes the entire and exclusive agreement between RML and you with respect to the Solution and, except as set forth in a Negotiated Agreement between RML and you, supersedes all prior agreements (whether written or oral) and other communications between RML and you with respect to the Solution.

21.2. No Assignment. You shall not, and shall ensure that your Contractors do not delegate, transfer or assign this Agreement or any of the rights, duties or obligations hereunder (whether voluntarily, by operation of law, or otherwise) without RML's prior written consent. Any attempted assignment; transfer or other delegation, without such consent will be null and void and will constitute a material breach. This Agreement will be binding upon and inure to the benefit of the parties and their permitted successors, transferees, and assignees.

21.3. Amendment. Except to the extent that RML is expressly precluded by applicable law, RML further reserves the right to make changes to this Agreement, including but not limited to as needed to reflect changes in business practices or to reflect changes in or required by law or otherwise, by providing you with reasonable notice of the changes. You will be responsible for reviewing and becoming familiar with any and all such changes. If you or your Contractors continue to use any portion of the Solution after notice of any changes has been provided or posted, you shall be deemed to have accepted any and all such changes.

21.4. Language. This Agreement is entered into solely in the English language, and if for any reason any other language version is prepared by any party, it shall be solely for convenience and the English version shall govern and control in all respects.

Effective Date: 01 May, 2014



BLEep Developer Agreement Check

BY CLICKING ON THE "I ACCEPT" BUTTON, YOU REPRESENT, WARRANT AND CERTIFY THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND IT AND, IF SIGNING ON BEHALF OF AN ENTITY, YOU HAVE THE AUTHORITY TO BIND THE LEGAL ENTITY YOU REPRESENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT; AND YOU AGREE FOR YOURSELF, OR IF SIGNING FOR AN ENTITY, ON BEHALF OF THE LEGAL ENTITY YOUR REPRESENT, THAT YOU, OR THE LEGAL ENTITY YOU REPRESENT, AGREE TO BE BOUND BY THIS AGREEMENT.



Website Terms Of Use

Website Terms of Use

getbleep.com Website Terms of Use ("TOU")

Effective: 01 May, 2014

Welcome to www.getbleep.com (this "Site"), a website operated by Rainmaker Labs Pte Ltd ("RML", "we", "us", or "our"). We offer product information and service management, including the ability to manage geofences, profile rules, content, distribution, data and reporting. In this Website Terms of Use ("TOU"), we set forth the terms pursuant to which you (individually or on behalf of your company, institution, organization or other entity, (collectively, "you" or "your")) may use this Site.

PLEASE READ THE TOU CAREFULLY. By using the Site, you are agreeing to this TOU and you represent that, if the Site is being used on behalf of an organization such as your employer, you have the authority to bind such organization to the TOU. If you do not agree to this TOU, you may not and should not use the Site.

1. Purpose. This Site allows registered developers and other users to manage the geofences, profile rules, content, distribution, data and reporting that can be used and/or delivered through the BLE(ep)TM platform.

2. Uses of the Site. Your use of the campaign manager features and tools available on this Site shall be subject to the additional terms set forth in the agreement.

3. Copyright Notice and Use of the Site. The contents of the Site are protected by copyright laws, and other laws of Singapore, its treaty countries and other jurisdictions. Except as may otherwise be provided in a written Agreement you have with RML, you may not modify, copy, reproduce, republish, upload, post, transmit, transfer, or distribute in any way any of the contents of this site. You may download content from this site solely for your personal, non-commercial use (except as may otherwise be provided in a written agreement you have with RML), provided you keep intact all copyright and other



proprietary notices. Any copies of the content must include RML's copyright notice: © 2014 Rainmaker Labs Private Limited. All rights reserved.

4. Links. This Site may contain links to third party websites that are controlled and operated by third parties. Your use of each third party website is subject to the terms of use and other guidelines, if any, contained within the relevant website. you agree to review and accept such terms of use prior to using such third party web sites. RML makes no representations whatsoever about any third party website which you may access through the Site. When you access a third party website, you agree that it is independent from RML, and that RML has no control over any content on that website. In addition, a link to a third party website does not mean that RML accepts any responsibility for, or otherwise endorses, the content, or the use, of such website. It is up to you to take precautions to ensure that whatever you select for your use is free of items such as viruses, worms, trojans and other items of a destructive nature.

5. Privacy. In order to operate and provide the Site, we collect certain information about you. Our practices with respect to the information we collect is described in our privacy policy. By agreeing to this TOU you also are agreeing to our Privacy Policy. Information, including but not limited to personal information, collected through the Site may be stored and processed in the Singapore or any other country in which RML or its affiliates or agents maintain facilities. By using the service, you consent to any such transfer of information outside of your country.

6. Additional Terms for Forums, Blogs, and Other Social Media. Our Site may provide one or more forums, blogs, help desk or other interactive or social media features ("Forums") for visitors to our Site to exchange information with each other and with RML about RML's products and services (the "Purpose"). If you use the Forums, in addition to any other terms we may require when you register to use the Forums or otherwise posted at or on the Forums, you agree to the following:

a. **Restrictions.** You agree not to use the Forums for any reason other than the Purpose. The material on the Forums is protected by international copyright and trademark laws. Except as permitted through a "Share" function which we may provide on the Forums (or with our express written permission), you may not modify, copy, reproduce, republish,

upload, post, transmit, or distribute in any way any material from the Forums including any code or software we may provide.

b. **Postings Not Necessarily the Opinion of RML.** Some of the individuals posting to Forums work for RML; however, opinions expressed here and in any corresponding comments are the personal opinions of the original authors, and do not necessarily reflect the views of RML.

c. **Postings.** Although we may attempt to keep objectionable messages off the Site, it is impossible for us to review all messages. All messages express the views of the author, and RML will not be held responsible for any message or associated content.

i. If you post any messages, upload files, input data, or engage in any other form of communication through the Forums (a "Posting"), you represent and warrant the following: (a) you own all right, title, and interest in and to the Posting, or you have been granted sufficient rights in and to the Posting allowing you to post such Posting, (b) you will not post any messages or other materials that are obscene, vulgar, sexually-orientated, hateful, threatening, or that otherwise violate any laws, (c) you must not breach obligations of confidentiality that you owe to another party either in posting or using a Posting, (d) any Postings you make to the Site do not infringe any third party copyright, trademarks, any other intellectual property rights or any applicable law and (e) you will indemnify us and our affiliates, partners, licensors, service providers, content providers, and our and their directors, officers, employees and agents against all claims, losses, liabilities, costs, damages and expenses incurred by us or them due to any breach by you of this TOU or your use of the Forums. For the purposes of this section, references to "your use" of the Forums shall be deemed to include any use by a third party where such third party accesses the Forums using your computer.

ii. You take full responsibility for any and all Postings post to or exchange through the Forums.

iii. When using the Forums and viewing Postings, you need to be aware of the following issues:

1. All Posting on the Forums are available to be viewed by other users of the Forums and visitors to the Site. Therefore, you should not include in any Postings information which you intend to be kept confidential or which you deem to be proprietary to you.

2. The Forums may include contributions from various sources over which RML has no control (including any content submitted by third party users).

3. RML does not pre-screen or exercise editorial control over Postings, and takes no responsibility for such Postings.

4. RML reserves the right to edit or remove Postings at any time and in its sole discretion, including those that are in breach of this TOU or in breach of any obligation of confidentiality you owe RML, infringe or are alleged to infringe the intellectual property rights of any third party, or are defamatory, or otherwise are not relevant to the Forums and RML will not be liable in relation to the removal of, or failure to remove, any Postings.

d. **Messages to Registered Users.** Our Forums may allow you to send messages directly to other Forum users who have made their contact information available for receiving such messages. you agree to only send messages to other Forum users for the purpose of exchanging information about the Purpose and any other use of the ability to send messages to other Forum users is strictly prohibited. Moreover, you shall not use the contact information made available through the Forum for any of the following: (i) to send unsolicited commercial email (i.e., spam) or any other type of unsolicited commercial message, or (ii) to send any message that is vulgar, sexually-orientated, hateful, threatening, or otherwise violates any laws.

e. **License.** By adding a Posting to the Forum, you are granting RML a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to: (i) post, use, copy, sublicense, adapt, transmit, publicly perform or display any such Posting, (ii) use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, host, communicate, make available and publish your Posting without restriction and (iii) sublicense to third parties the unrestricted right to exercise any of the foregoing rights granted with respect to the Posting. The foregoing grants shall include the right to exploit any ideas, concepts, intellectual property, or proprietary rights in such Posting, including but not limited to rights under copyright, trademark, service mark or

patent laws under any relevant jurisdiction without RML owing any monies to you whatsoever.

f. **RML Employees.** If you are a RML employee, you must also follow the RML Social Media Policy in your Postings.

g. **Posting Guidelines.** Our Forums may contain additional rules or posting guidelines. In such case, you agree to conform your Postings to any such additional rules or posting guidelines.

7. **DISCLAIMER.** THE MATERIALS ON THE SITE AND ON THE FORUMS ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. COMMENTARY AND OTHER MATERIALS POSTED ON THE SITE AND FORUMS ARE NOT INTENDED TO BE ADVICE ON WHICH RELIANCE SHOULD BE PLACED AND RML THEREFORE DISCLAIMS ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY SUCH RELIANCE. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, RML DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND ANY OTHER CONDITIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW OR THE LAW OF EQUITY. RML DOES NOT WARRANT THAT THE SITE OR FUNCTIONS CONTAINED IN THE MATERIALS ON THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE, OR THE SERVER THAT MAKES IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. RML DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS ON THE SITE IN TERMS OF CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, OR OTHERWISE. YOU (AND NOT RML OR ITS LICENSORS) ASSUME THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR, OR CORRECTION TO ANY EQUIPMENT YOU USE IN ACCESSING THE SITE OR AS A RESULT OF YOUR USE OF MATERIALS ON THE SITE.

8. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL RML, ITS SUBSIDIARIES, PARENT COMPANIES



AND AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT ARISE OR RESULT FROM OR ARE RELATED TO THE USE OF, OR THE INABILITY TO USE, THE SITE OR ANY OF THE POSTINGS MADE AVAILABLE ON OR THROUGH THE SITE. UNDER NO CIRCUMSTANCES SHALL RML'S AGGREGATE LIABILITY EXCEED USD \$5.00. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT RML, ITS SUBSIDIARIES AND PARENT COMPANIES AND AFFILIATES ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SITE OR ANY POSTING TO THE SITE. IF YOU ARE DISSATISFIED WITH THE SITE OR ANY MATERIALS MADE AVAILABLE BY OR THROUGH THE SITE, OR WITH THIS TOU, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

9. Notices of copyright infringement. If you believe your intellectual property rights are infringed by any content on the Site, send us a written notification to RML's Designated Agent at the following address:

Rainmaker Labs Pte Ltd

Attn. General Counsel

25 Bukit Batok Crescent, #09-12, The Elitist

Singapore 658066

Telephone Number of Designated Agent: (65) 6684 7858

Email Address of Designated Agent: enquiry@rainmaker-labs.com

To be effective, the notification must include the following:

- a. A physical or electronic signature of the owner whose exclusive right is allegedly infringed or a person authorized to act on his or her behalf;
- b. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- c. Identification of the material that is claimed to be infringing or is the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit RML to locate the material on the Site;

- d. Information reasonably sufficient to permit RML to contact the copyright owner or his/her authorized agent including an address, telephone number, and if available, an electronic mail address;
- e. A statement that the copyright owner or authorized agent has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- f. A statement that the information in the notification is accurate, and if submitted by the owner's authorized agent a statement under penalty of perjury, that the agent is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Within a commercially reasonable time after receipt of the written Notification containing the information as outlined in "a" through "f" above RML shall remove or disable access to the material that is alleged to be infringing and forward the written notification to the alleged infringer and take reasonable steps to promptly notify the alleged infringer that RML has removed or disabled access to the allegedly infringing material.

Counter Notification: A Counter Notification must be a written communication provided to RML's Designated Agent at the above provided address that includes substantially the following:

- a. A physical or electronic signature of the alleged infringer;
- b. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- c. A statement under penalty of perjury that the alleged infringer has a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- d. The alleged infringer's name, address, and telephone number, and a statement that the alleged infringer consents to the jurisdiction of Supreme Court of Singapore or if the Subscriber's address is outside of the Singapore, for any judicial district in which RML

may be found, and that the alleged infringer will accept service of process from the person who provided notification or an agent of such person.

After receipt of a Counter Notification containing the information as outlined in “a” through “d” above, RML will provide the complaining party with a copy of the Counter Notification within a commercially reasonable time and inform the copyright owner or designated agent that RML will replace the removed material or cease disabling access to it within ten (10) business days. If RML’s designated agent has not received notice from the copyright owner or his/her designated agent within ten (10) business days that an action has been filed seeking a court order to restrain the alleged infringer from engaging in infringing activity in relation to the allegedly infringing material, RML shall restore the allegedly infringing material.

10. EXPORT RESTRICTIONS. ANY SOFTWARE OR OTHER MATERIALS WE MAKE AVAILABLE ON THE SITE ARE SUBJECT TO SINGAPORE EXPORT LAWS AND REGULATIONS. YOU MUST COMPLY WITH ALL DOMESTIC AND INTERNATIONAL EXPORT LAWS AND REGULATIONS THAT APPLY TO THE SOFTWARE OR OTHER MATERIALS YOU OBTAIN FROM OUR SITE. THESE LAWS INCLUDE RESTRICTIONS ON DESTINATIONS, END USERS AND END USE.

11. Export Compliance Assurances. You acknowledge that all products, proprietary data, know-how, software or other data or information (herein referred to as “Products”) obtained from RML or any direct Product thereof are subject to the Singapore government export control laws. Accordingly their use, export and re-export may be restricted or prohibited. You and your affiliates agree to obtain prior to export an authorization from the applicable Singapore government agency (either in writing or as provided by applicable regulation). You, therefore, agree that neither you nor your subsidiaries or affiliates will directly or indirectly export, re-export, transfer, or release, or cause to be exported or re-exported (herein referred to as “export”), any such Products or any direct Product thereof to any destination or entity prohibited or restricted under Singapore law including but not limited to Singapore government embargoed or sanctioned countries or entities, or nationals, unless you shall obtain prior to export an authorization from the applicable Singapore government agency (either in writing or as provided by applicable regulation). You further agree that no Products received from RML will be directly or indirectly employed in missile technology, sensitive nuclear, or



chemical biological weapons end uses or in any manner transferred to any party for any such end use. This requirement shall survive any termination or expiration of this Agreement.

12. Trademarks. BLE(ep), Rainmaker Labs and the Rainmaker Labs logo are trademarks of Rainmaker Labs Pte Ltd. Rainmaker Labs is a registered trademark of Rainmaker Labs Private Limited. Certain other product names, brand names and company names mentioned in this site may be trademarks of their respective owners.

13. Modification & Termination. This TOU is effective until modified or terminated by RML. RML may modify this TOU from time to time and will notify you by making the revised version available via the Site and an updated revisions date will indicate that changes have been made. The new TOU will be effective when posted. Your use of the Site after any such modifications or revisions are posted shall indicate your acceptance of such modified or revised terms. If you do not agree to the modified or revised terms, then do not access or use this Site. RML may also terminate this TOU at any time without notice to you. In the event of termination, you are no longer authorized to access the Site and the restrictions imposed on you with respect to material downloaded from the Site, the disclaimers, limitations of liabilities, and export restrictions set forth in this agreement shall survive.

14. General. This TOU shall be governed by and construed in accordance with the laws of the Republic of Singapore without giving effect to any principles of conflicts of law. Any dispute in connection with this TOU must be brought in the courts located in Singapore, and you consent to personal jurisdiction and venue in such courts for purposes of any such dispute. If any provision of this TOU shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this TOU and shall not affect the validity and enforceability of any remaining provisions.



Website Privacy Policy

Website Privacy Policy

GetBleep.com Website Privacy Policy

GetBleep.com (the “Site”) is brought to you by Rainmaker Labs Pte Ltd. (“we,” “our,” or “us”). This Privacy Policy describes the types of personal and non-personal information we collect on the Site, how we use such information and to whom and under what circumstances we may disclose it. By using the Site, you agree to the collection, use and disclosure of your information as described in this Privacy Policy. If you do not agree to the terms of this Privacy Policy, please do not use the Site.

Collection of Information

Information you submit: When you request information, subscribe to or order a product or service, register as a user, respond to an online survey or otherwise actively send us data, we may collect data such as your name, email address(es), mailing address(es), telephone number(s), and certain information related to the business you represent. In connection with chargeable products or services, we will also collect payment information (e.g., credit card number and related verification information), phone number, and billing and shipping addresses. In each such instance, you will know what data we collect through the site, because you actively submit it.



Operation of the Site: As part of the standard operation of the Site, we may collect information from your computer or device, including but not limited to your browser type, operating system, IP address and the domain name from which you accessed the Site, and if you are accessing our site with your mobile device, type of mobile device. In addition, we may collect information about your browsing behavior, such as the date and time you visit the Site, the areas or pages of the Site that you visit, the amount of time you spend viewing the Site, the number of times you return to the Site and other click-stream data.

Cookies and Other Technologies : We may use cookies to collect the information described above. A cookie is a small text file that may be stored on the hard drive of your computer or device when you access the Site. We may also use cookies to: (1) provide you with customized content; (2) monitor Site usage; (3) remember you when you return to the Site; and (4) conduct research to improve our content and services. you are free to decline cookies, but by doing so, you may not be able to use certain features on the Site or take full advantage of all of our offerings. Check the “Help” menu of your browser to learn how to change your cookie preferences.

Our third party analytics partner may employ a software technology called clear gifs (a.k.a. Web Beacons/Web Bugs), that help us better manage content on our Site by informing us what content is effective. Clear gifs are tiny graphics with a unique identifier, similar in function to cookies, and are used to track the online movements of Web users. In contrast to cookies, which are stored on a user’s computer hard drive, clear gifs are embedded invisibly on Web pages and are about the size of the period at the end of this sentence. The information gathered by clear gifs is not tied to our customers’ personally identifiable information.

Our privacy statement does not cover the use of cookies and clear gifs by our partners and service providers. We do not have access or control over these cookies.

Our Site includes social media features, such as the Twitter “Tweet” button. These features may collect your IP address, which page you are visiting on our Site, and may set a cookie to enable the feature to function properly. Social media features are either hosted by a third party or hosted directly on our Site. Your interactions with these features are governed by the privacy policy of the company providing it.



Use of Information: We may use the information we collect from and about you for any of the following purposes: (1) for account verification and to fulfill your requests for products and services; (2) to contact you with information and promotional materials and offers from our company as well as from our subsidiaries, affiliates, marketing partners, advertisers and other third parties; (3) to contact you when necessary; (4) to review Site usage and operations; (5) to address problems with the Site, our business or our products and services; (6) to protect the security or integrity of the Site and our business; and (7) otherwise, as disclosed to you at the point of information collection.

Where We Store and Process Data: Our data is stored in Singapore; additionally, the Rainmaker Labs group of companies also has servers, contractors and employees around in world in various locations.

Disclosure of Information: We may disclose information collected from and about you to the following entities for the following purposes: (1) to our service providers and suppliers, if the disclosure will enable any of them to perform a business, professional or technical support function for us such as sending email communications to you on our behalf or processing payments; (2) as necessary if we believe that there has been a violation of the memorandum of understanding you signed or any terms of use posted on this Site or of our rights or the rights of any third party; (3) to respond to judicial process and provide information to law enforcement agencies or in connection with an investigation on matters related to public safety, as permitted by law, or otherwise as required by law; and (4) otherwise, with your consent. In addition, in the event that our company or substantially all of its assets are acquired, your personal information may be one of the transferred assets. We may also share your personal information where you have granted us permission, and we reserve the right to fully use and disclose any information collected via the Site that is not in personally identifiable form. Finally, we may share your information within the Rainmaker Labs group of companies, except for personal data transferred from the European Economic Area and Switzerland, which we only share with Rainmaker Labs group of companies that process data on our behalf unless we transfer the personal data using other legal mechanisms (e.g., consent).

Forums & Blogs: Our Site may provide a forum, blog, or other interactive feature that allows you to disclose information directly to us and other users of the Site. Your participation in such interactive features is completely voluntary and we assume no



obligations or responsibility with respect to the information you provide or share through such interactive features. To participate in these interactive features, we may require you to register with us and provide certain information such as your name, email address, location, phone number, and desired display name (which may be viewable by other users of the interactive features). We, or our service providers acting on our behalf may use the information you provide during the registration process for analytical and development purposes (such as to make product or service enhancements) and to enable you to use the interactive features and to manage your account. You may also personalize our interactive features by voluntarily providing additional information such as your location, instant message contact information, website address, occupation, and other information. Our interactive features may also allow you to upload an avatar or other graphical representation of yourself. If you voluntarily provide such additional information, it may be viewable by other users of the interactive features.

Security: We have taken certain physical, electronic, contractual, and managerial steps to safeguard and secure the information we collect from Site visitors. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security. If you register on our site or for our services, it is your responsibility to protect the security of your login information. If you supply financial information as part of completing a transaction, we will encrypt the transmission of that data.

Access and Choices: If your personal information changes, or if you no longer desire our service, you may correct, update, amend, delete, ask to have it removed from a public forum on our site by contacting us via one of the methods listed below.

Out of respect for your privacy, you may choose to stop receiving our newsletter or marketing emails by following the unsubscribe instructions included in these communications.

Do Not Track: We do not currently use a mechanism to act upon “Do Not Track” instructions.



Retention: We will retain your information for as long as your account is active or as needed to provide you services. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Children: We do not direct the Site to, nor do we knowingly collect any personal information from children under thirteen.

Links & Third-Party Websites: The Site may contain links to third-party websites, which may have privacy policies that differ from our own. We are not responsible for the activities and practices that take place on these sites. Accordingly, we recommend that you review the privacy policy posted on any website that you may access through the Site.

Changes to This Privacy Policy: We may change this privacy policy from time to time. When we do, we will post the change(s) on our website. If we make any material changes we will notify you by means of a notice on this Site prior to the change becoming effective.

Contact Us: Please feel free to contact us with any comments, questions or suggestions you might have regarding the information practices described in this statement. You may contact us by email to enquiry@rainmaker-labs.com, or writing to us at:

Rainmaker Labs Private Limited
Attn. General Counsel
25 Bukit Batok Crescent, #09-12, The Elitist
Singapore 658066

Effective Date 01 May, 2014





BLEep End User Policy

BLEep End-user Privacy Policy

BLE(ep) End-user Privacy Policy

This is the BLE(ep) Privacy Policy (“Policy”). By using BLE(ep) you are agreeing to this Policy. BLE(ep) is provided by Rainmaker Labs Pte Ltd., a company headquartered in Singapore (“we”, “us” or “our”). This privacy policy describes how we collect and use the information collected via the BLE(ep) technology. It also describes the choices available to you regarding our use of your information and the privacy protections.

What is BLE(ep).

BLE(ep) is technology included with certain third party applications to create a more personalized experience. You will know what applications include BLE(ep) because BLE(ep) is designed so that you will be asked to enable it. Applications that use BLE(ep) may only use some of the information that BLE(ep) can collect. BLE(ep)’s data collection and use for a particular application will be limited to only those features that have been included by that application. If you choose not to enable BLE(ep), we will not collect or use the information described in this Policy. We refer to third-party applications and services that you have chosen to personalize with BLE(ep) as “BLE(ep)-Powered Apps.”

This Policy applies only to BLE(ep), and not to BLE(ep)-Powered Apps. Please refer to the privacy policies of BLE(ep)-Powered Apps to understand the privacy practices of such applications. The providers of BLE(ep)-Powered Apps may collect and/or use your information in different ways than we do and we are not responsible for BLE(ep)-Powered Apps.

Your Choices & Privacy Protections

Off by Default: BLE(ep) will only share information with BLE(ep)-Powered Apps that you enable.



Disabling BLE(ep): At any time, you can turn BLE(ep) OFF within BLE(ep)-Powered Apps. BLE(ep) also has settings that allow you to disable some of the types of information BLE(ep) uses on a feature-by-feature basis. Please refer to “Privacy Controls” within BLE(ep) to use these privacy settings. Note that only the specific features included by the BLE(ep)-Powered App will appear in the Privacy Controls center.

Deleting your Data: You can delete the personal information BLE(ep) has collected and disable its future collection by selecting that option in the Privacy Controls center in BLE(ep). Note, however, deleting information from BLE(ep) does not affect the information that was previously shared with BLE(ep)-Powered Apps. Please refer to the privacy policies of BLE(ep)-Powered Apps to better understand their privacy practices.

How We Safeguard your Data: To help protect your privacy, we have attempted to limit the amount of data that is sent to our servers to a practical extent. While digital information is never 100% secure or error-free, we take reasonable safeguards to help protect your personal information that we store on your device and that we transmit to our servers, such as, for example, encrypting location information that is sent to our servers.

Data Collection: BLE(ep) does NOT collect your name, phone number, email address, contacts file, or call or text logs. Depending on the features included by the BLE(ep)-Powered App you have enabled, BLE(ep) may collect the following:

- For BLE(ep)-Powered Apps with location enabled: periodic collection of your location (e.g., latitude/longitude coordinates) and time of day or your location when/if your device is near any of our Bluetooth beacons – small devices that may be placed, for example, in retail stores or other locations;
- For BLE(ep)-Powered Apps with interest sensing enabled: Demographics (such as gender, age range, etc.) and interests (such as sports, music, etc.) that BLE(ep) infers on your device from the following activity:
 - Your location history
 - On Android: the websites you visit, the apps on your device, and the frequency and duration of app usage (none of which is sent to us or others).



- On iOS: the apps on your device (which is not sent to us or others).

In addition, regardless of which BLE(ep)-Powered App you use, BLE(ep) collects:

- Information about your device (e.g., make, model, OS, and other similar information, but not phone number);
- Information about your version and use of BLE(ep) and BLE(ep)-Powered Apps such as use of features, functions, or clicks on notifications or content;
- Information that you may enter into BLE(ep) such as designating a place (e.g., “my gym”) or that you may voluntarily submit to us, for example, if you participate in a survey, provide us feedback, send us questions, or otherwise supply additional information or respond to our request for information.

Data Use. In addition to the other uses of your information described in this Policy and depending on the features the BLE(ep)-Powered App(s) you use, we may use and process the data we collect to:

- For BLE(ep)-Powered Apps with location enabled:
 - Notify us and BLE(ep)-Powered Apps when you arrive at or leave locations designated by such BLE(ep)-Powered Apps such as at a retailer’s store or a particular section within a retailer’s store;
 - Infer the places you visit most often, determine your frequency at these locations, and notify BLE(ep)-Powered Apps when you arrive at or leave those places;
- For BLE(ep)-Powered Apps with interest sensing enabled:
 - Create a profile that may contain inferences that we or BLE(ep)-Powered Apps may make about you such as your age range, income range, gender, and interests (e.g., sports, cooking, music, etc.) (your “BLE(ep) Profile”);
 - Share your BLE(ep) Profile with BLE(ep)-Powered Apps to create a more personalized experience;



- For all BLE(ep)-Powered Apps, we may use the collected information to:
- Provide, protect, and improve BLE(ep) and our systems and services;
- Respond to requests that you may send us such as your request for information, your request for customer support, or your request to subscribe to a service we offer;
- Protect our rights and the rights of our users;
- Inform you about BLE(ep);
- Use comments or feedback you voluntarily provide us about our products and services (including your name if you provide it) in our advertising, marketing, or promotional materials; To the extent permitted by applicable law, combine the various types of data that we collect with data that we obtain from third parties or other sources and use the combined data for any of the purposes described in this Policy;
- De-identify, aggregate or otherwise make the data we collect anonymous and use that information for our business purposes. This privacy policy does not apply to data once it has been aggregated or de-identified; and
- Any other use we describe at the point where we collect the data.

Cross-Border Transfer: The information we collect is stored and processed on servers in the Republic of Singapore and may be transferred to other locations around the world. By using the Service you consent to the transfer of the information described in this Policy to locations that may be outside of the country in which you live, and such places may be in the United States, within one or more European countries, and/or in one or more countries within Asia.

Data Sharing: We do not share your information with others, except as indicated above and as follows: We may share your information with agents, service providers, vendors, contractors, or affiliates who process the data only on our behalf for the purposes set forth in this Policy. We may also share your information as required by law or in the interest of protecting or exercising our or others' legal rights, e.g., without limitation, in connection with requests from law enforcement officials and in connection with court



proceedings. We may share or transfer your information in connection with a prospective or actual sale, merger, transfer or other reorganization of all or parts of our business. Finally, we may also share your information where you have granted us permission.

Notwithstanding the above, we reserve the right to share and use aggregated and de-identified data for our own business purposes, such as to market the BLE(ep) services.

Data Retention: By default, BLE(ep) stores information on your device for up to sixty days and on our servers for up to one year (at which point information is overwritten on a rolling basis). You can shorten these time periods by selecting the delete option in the Privacy Controls center in BLE(ep).

Links: BLE(ep) may contain links to third-party websites, applications or services, which may have privacy policies that differ from our own. We are not responsible for the activities and practices of other websites, applications, or services. Accordingly, we recommend that you review the privacy policy posted on any website, application or service that you may access through BLE(ep).

Promotions & Surveys: In connection with promotions, surveys, or other projects, we may ask you whether you object to our specified data use or sharing. If you opt-out under such circumstances, we will respect your decision. Please note that our affiliates and other data recipients have their own data privacy policies, which may differ from ours and you would have to contact them separately with respect to opt-out requests.

Children's Privacy: We do not direct BLE(ep) to, nor do we knowingly collect any personal information from, children under thirteen. If you become aware that your child has provided us with personal information without your consent, please contact us as set forth in the section "Contact Us" below. If we become aware that a child under 13 has provided us with personal information without parental consent, we take steps to purge such information.

Changes: We may change this Policy from time to time and in our sole discretion. If we materially change this Policy with respect to your personal information, we will provide appropriate notice to you (for example, to your mobile device) before the change becomes effective and give you a choice with respect to the change. When we make



changes to this Policy, we will alert you that changes have been made by indicating on the Policy, the date it was last updated. When you use BLE(ep), you are accepting the current version of this Policy as available through BLE(ep) at that time. We recommend that users revisit this Policy occasionally to learn of any changes.

Contact Us: Please feel free to contact us with any comments, questions or suggestions you might have regarding the information practices described in this statement. You may contact us by sending an email to enquiry@rainmaker-labs.com or write to us at Rainmaker Labs Pte Ltd, Attn. General Counsel, 25 Bukit Batok Crescent, #09-12, The Elitist, Singapore 658066.

To BLE(ep)-Powered App Developers. When BLE(ep) is integrated with your app as a white-labeled feature, please note that we may collect information on your behalf subject to contractual requirements that limit our ability to use the information in ways that are different than those in this Policy. In those limited circumstances, the collected information is subject to those contractual requirements and not to this Policy.

Effective. 01 May, 2014

Cookie Policy

Rainmaker Labs' Cookie Policy

Rainmaker Labs Private Limited and its subsidiaries use cookies and a variety of similar technologies on its websites. In addition to cookies, such technologies include Local Shared Objects (i.e., Flash Cookies) and web beacons (i.e., single pixel GIFs, clear GIFs, or web bugs). We refer to these technologies collectively as “cookies”. This Cookie Policy explains the use of cookies when you visit any of our websites that provide a link to this Cookie Policy. See “Your Choices” below to manage cookies.

What is a Cookie?

A cookie is a small data file that may be stored on the hard drive of your computer or device in your browser's file directory when you access our website. When you visit one of our websites, cookies may be set by us (first party cookies) or by other companies (third party cookies) such as cookies from Google Analytics, Typekit, Disqus, and Addthis. When you return to one of our websites, or when you access other web pages within one of our websites, your web browser will send the information stored in the cookie to us or to the third party that set the cookie. For more information explaining cookies, visit www.allaboutcookies.org.

How are Cookies used?

Cookies are used on our websites for a variety of purposes:

- 1. Basic Functions.** Some of our websites use cookies that are strictly necessary in order to provide a function of the website such as to keep you logged-in where registration is required or to provide a shopping cart. These cookies may be set by us, or by third parties, such as a “Like” button by Facebook or a “Tweet” button by Twitter.
- 2. Site Improvement.** Some of our websites use cookies to better understand how visitors are using our websites to improve the information and functionality of our websites. These cookies help us learn, for example, if some webpages are not being frequently visited or if visitors are having difficulties navigating our websites. These cookies may be set by us, or by third-party companies such as Google or NetInsight.
- 3. Personalization.** Some of our websites use cookies to personalize the content that is displayed on our site, or to remember you when you return to our site. For



example, we may use a blog tool Disqus.

4. **Advertising.** Third party advertising companies may have our permission to serve ads on our behalf across the Internet or to display ads for other companies on our site. These third party advertising companies use cookies to measure and improve the effectiveness of their advertising. To do so, these companies may use generic information about your visits to our sites and other websites for online preference marketing purposes, in order to provide ads about goods and services of specific interest to you.

How Long are Cookies Stored?

We set cookies to expire after they have fulfilled their purpose. Our websites use cookies that expire when you close your browser (i.e., session cookies) or that expire after a set period of time (i.e., so-called “persistent cookies”). Cookies that are stored by third parties will have their expiration period determined by the third party, not us.

Your Choices

You decide whether cookies are stored on your computer or device and can choose to delete them. By accepting cookies that are stored on your computer when you visit our site, we infer that you have accepted the use of cookies as explained in this Cookie Policy.

You can manage cookies one or more ways:

1. **Browser Setting.** Your browser likely supports a variety of settings to control the cookies that are set on your computer or device and to delete cookies. These settings are typically found under the “Tools”, “Settings”, or “Options” menus. You can also check the “help” menu of your browser to learn how to change the cookie preferences through your browser settings. Note that you will need to manage the settings for each browser you use and on each device you use. Further information from several popular browsers can be found at the following sites:

- a. [Apple Safari](#)
- b. [Google Chrome](#)
- c. [Microsoft IE](#)
- d. [Mozilla Firefox](#)



2. **Online Tools.** Some third parties allow you to manage cookies through online tools such as: [Network Advertising Initiative](#), [Digital Advertising Alliance](#), [your Online Choices](#), and [Adobe Flash](#).

3. **Browser Extensions.** Some third parties have created software can be added to your web browser to manage their or third party cookies such as: [Google Analytics](#), [Ghostery](#) by Evidon, Inc.

Please note that while you are free to decline cookies, you may not be able to use certain features on this site or take full advantage of all of our offerings if you decline cookies. Our reference to any third party or their software or services is not an endorsement by us of such third party or their products and services and we disclaim any liability for the use or operation of any third party software or services.

Changes

We reserve the right to change this Cookie Policy from time to time and in our sole discretion. We reserve the right to change, modify, add or remove portions of this Cookie Policy at any time, but will alert you that changes have been made by indicating on the Cookie Policy the date it was last updated. When you visit the site, you are accepting the current version of this Cookie Policy as posted on the site at that time. We recommend that users revisit this Cookie Policy on occasion to learn of any changes.

Further Information

Please feel free to contact us with any comments, questions, complaints or suggestions you might have regarding the information practices described in this statement. Click [here](#) to access our [Privacy Policy Inquiry form](#), or write to us at Rainmaker Labs Private Limited, Attn. General Counsel, 25 Bukit Batok Crescent, #09-12, The Elitist, Singapore 658066

Last Updated: 01 May, 2014



Fee Schedule

BLE(ep) Fee Schedule

If not otherwise defined herein, capitalized terms shall have the meaning provided in the BLE(ep) Developer Agreement or if not defined in the BLE(ep) Developer Agreement, the common understanding of such terms.

A. Service Fees. *

Copyright licenses to the Software are provided free of charge. The following Service Fees are for the Production Rights. Tier-based pricing applies based on a per Active User per Application basis. An "Active User" is any user whose use of an Application makes a call to the Solution servers during the applicable calendar month. If a user has more than one Application, each Application downloaded by the user generating a call to the Solution servers during the applicable calendar month will create a separate Active User.

NUMBER OF ACTIVE USERS DURING THE CALENDAR MONTH	MONTHLY SERVICE FEE PER APPLICATION
0 – 9,999	Waived
10,000 – 124,999	\$0.06 per Active User
125,000 – 999,999	\$0.05 per Active User
1,000,000 and up	\$0.04 per Active User

B. Device Fees. *

Subject to available stock on hand and the terms and conditions set forth in the Device Supply Agreement. The cost to purchase each Beacon is:

3 BLE(ep) Beacons Developer Starter \$99 without shipping and taxes



10 BLE(ep) Beacon Enterprise Kit

\$300 without shipping and taxes

*All prices in U.S. dollars and are subject to change

Brand Guidelines

GUIDELINES FOR USING RAINMAKER LABS PTE LTD. TRADEMARKS

If you have received written permission from Rainmaker Labs Pte Ltd. (“RML”) to use the BLE(ep)[™] brand with your product or promotional materials, you can use RML’s brands and logos in accordance with the permissions granted provided that you follow the guidelines described below.

These guidelines are intended for RML’ developers, licensees, customers, and other parties who have written permission to use RML’s trademarks, service marks, trade names, logos or images (the “Marks”) in promotional, advertising, instructional, or reference materials, or on their web sites, applications, products, labels, or packaging. Please follow any special trademark usage guidelines, conditions and restrictions set forth in the applicable agreement with RML or written permission granted by RML.

Any use of Marks that does not fully comply with these guidelines is prohibited.

Authorized Use of RML Marks

1. Press Releases for a BLE(ep) Developer: Subject to the BLE(ep) Developer Agreement which may be changed from time to time, you may disclose that you are a BLE(ep) Developer within a press release provided the press release does not contain any quotes from RML or its Affiliates, a copy of the press release is provided to RML at least forty-eight (48) hours in advance of publishing and incorporates the following language: “ uses BLE(ep)[™] context aware platform, which enables delivery of personalized, highly relevant communications to consumers on their mobile devices based on interests and context. BLE(ep) is a product of Rainmaker Labs Pte Ltd.



Rainmaker Labs is a trademark of Rainmaker Labs Private Limited, registered in the Singapore and other countries. All Rainmaker Labs Private Limited marks are used with permission. BLE(ep) is a trademark of Rainmaker Labs Pte Ltd., registered in Singapore and other countries. Used with permission.” Capitalized terms contained in this Section 1 shall have the meaning ascribed to them in the BLE(ep) Developer Agreement.

2. Advertising, Promotional, and Sales Materials: Only RML and its authorized resellers and licensees may use the Marks in advertising, promotional, and sales materials. If you are a reseller, developer, licensee or customer who has been authorized in writing, you may use the Marks only as specified in your agreement with RML and any associated guidelines. Such use must always be in conjunction with these Guidelines and the appropriate terms that define the relationship authorized by your agreement with RML Retail Solutions.

3. Compatibility: If permitted in writing, you may use Rainmaker Labs’ name and BLE(ep) and Pay word marks in a **referential** phrase on packaging or promotional/advertising materials to describe that the third party product uses the referenced RML product or technology, provided you comply with the following requirements:

- The BLE(ep) mark is not part of the product name.
- The BLE(ep) mark appears less prominent than the product name.
- The product does in fact use the referenced RML product.
- The reference to RML or the applicable RML products or services does not create a sense of endorsement, sponsorship, or false association with RML or RML products or services.
- The use does not show RML or its products in a false or derogatory light.

4. Publications, Seminars, and Conferences: Provided you have been given express written permission for such use, you may use the Marks in connection with book titles, magazines, periodicals, seminars, or conferences provided you comply with any requirements set forth in the written permission and the following requirements:



- The use is referential and less prominent than the rest of the title.
- The use reflects favorably on both RML and RML products or technology.
- Your name and logo appear more prominent than the RML Marks on all printed materials related to the publication, seminar or conference.
- The RML logo or any other Rainmaker Labs-owned graphic symbol, logo, icon or image does not appear on or in the publication or on any materials related to the publication, seminar, or conference without express written permission from Qualcomm Retail Solutions.
- A disclaimer of sponsorship, affiliation, or endorsement by Rainmaker Labs, similar to the following, is included on the publication and on all related printed materials: “(Title) is an independent (publication) and has not been authorized, sponsored, or otherwise approved by Rainmaker Labs Pte Ltd.”
- A trademark attribution notice is included in the credit section giving notice of RML’s ownership of its Marks. Please refer to the section below titled “Proper Trademark Notice and Attribution.”

5. BLE(ep) Beacons: Provided you have a written agreement (which would include a “click-through” agreement) with RML, you are permitted to use and display the BLE(ep) beacons provided that you reference them as “BLE(ep) Beacons” and use the BLE(ep) beacons in accordance with the remainder of this guideline document.

Unauthorized Use of RML Marks

You shall not, and you shall ensure that your contractors do not, display the Marks in any manner that falsely expresses or implies that the product or service or any content transmitted via the product or service is sponsored or endorsed by Rainmaker Labs.

Proper Notice and Attribution



On product, product documentation, or other product communications that will be distributed, use the appropriate trademark symbol (™) the first time the RML Marks appear in the text of the advertisement, brochure, or other material.

Include an attribution of Rainmaker Labs' ownership of its Marks within the credit notice section of your product, product documentation, or other product communication.

Following are the correct attribution formats:

- BLE(ep) is a trademark of Rainmaker Labs Pte Ltd., registered in Singapore and other countries.

- Pay is a trademark of Rainmaker Labs Pte Ltd.

Authorized Use of the BLE(ep) Logo & Trademark

BLE(ep) in text

- The BLE(ep) trademark must be followed by the appropriate trademark symbol (™) the first time it appears in text.

- The BLE(ep) trademark must always be capitalized and used as an adjective followed by a generic term. It is never to be used as a noun, hyphenated or made plural or possessive.