

## EQUIPMENT LOAN AND LICENSE AGREEMENT

This Equipment Loan and License Agreement (the “Agreement”) is a legal agreement between you (“Affiliate” or “you”) and AnchorFree, Inc., a Delaware corporation with a place of business at 260 Santa Ana Ct., Sunnyvale, CA 94085, USA (“AnchorFree”) regarding the use of the Product (as defined below). BEFORE YOU CLICK ON THE “I ACCEPT AND AGREE” BUTTON AT THE END OF THIS DOCUMENT, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY CLICKING ON THE “I ACCEPT AND AGREE” BUTTON, YOU ARE AGREEING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE “DECLINE” BUTTON AND RETURN THE DEVICE TO ANCHORFREE AT ANCHORFREE’S PLACE OF BUSINESS (SET FORTH ABOVE).

### 1. Definitions.

- (a) “Documentation” means any instructions, manuals or other materials provided to Affiliate by AnchorFree in connection with the Product.
- (b) “Affiliate’s Location” is as specified in Exhibit A.
- (c) “Hardware” means the equipment more fully described in Exhibit A.
- (d) “AnchorFree Software” means the AnchorFree proprietary software included with the Product, in object code format only.
- (e) “Product” means the Hardware plus any software included therein or therewith.
- (f) “Term” has the meaning ascribed to it in Section 9.

### 2. Licenses.

(a) AnchorFree Software. Subject to the restrictions set forth below, this Agreement grants Affiliate a limited, non-exclusive, non-transferable, non-sublicenseable license to use the AnchorFree Software in object code format, solely for use on a computer system owned or leased by Affiliate for the purpose of utilizing AnchorFree’s Monetization Services (as defined in the HotSpot Monetization Agreement). The AnchorFree Software is “in use” on a computer when it is loaded into the temporary memory (i.e., RAM) or installed into the permanent memory (e.g., hard disk, CD-ROM, or other storage device) of that computer.

(b) License Restrictions. Affiliate may not rent, lease, sublicense, sell, assign, loan, or otherwise transfer the AnchorFree Software. Except for the license rights granted above, Affiliate may not reverse engineer, decompile, or disassemble the AnchorFree Software, except to the extent the foregoing restriction is expressly prohibited by applicable law. Affiliate may not remove or destroy any copyright notices or other proprietary markings. Affiliate may not modify or adapt the AnchorFree Software, merge the AnchorFree Software into another program or create derivative works based on the AnchorFree Software. Affiliate may not use, copy, or distribute the AnchorFree Software without AnchorFree’s authorization. Affiliate may not print copies of any Documentation provided in electronic form.

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3. Limitations. Affiliate shall not remove or alter any proprietary notices, labels or marks placed on or in the Product, and shall reproduce all such copyrights, trademarks or other notices, labels and marks on any permissible copy made by Affiliate. Affiliate shall not use the Product in connection with any commercial products or services, except as expressly agreed to by the parties.

4. Delivery. Promptly after the Effective Date, AnchorFree shall deliver to Affiliate the number of Product(s) specified in Exhibit A. Shipment shall be FOB AnchorFree's facility.

5. Title and Risk of Loss. As between Affiliate and AnchorFree, AnchorFree shall retain all right, title and interest in and to the AnchorFree Software, Hardware and Documentation, including all intellectual property rights therein and thereto. Except for the limited licenses granted herein, Affiliate shall have no interest in the Product(s), and shall therefore keep the Product(s) free of all security interests, liens, and other encumbrances. Affiliate assumes the entire risk of loss, damage, theft, or destruction of the Product(s) while in possession of the Affiliate and during transportation to and from Affiliate's Location. All rights not expressly granted herein are reserved to AnchorFree.

6. Care and Use of Equipment. Affiliate agrees to use the Product(s) only in accordance with instructions prescribed by AnchorFree and detailed in Exhibit B. Affiliate shall maintain the Product(s) at its expense during the term of this Agreement. Affiliate shall not: (i) copy or damage the Product, and (ii) without AnchorFree's consent, make any alterations, additions or improvements to the Product(s).

7. Support. AnchorFree may provide support to Affiliate under this Agreement as it deems necessary. AnchorFree reserves the right to access the Products remotely for the purposes of providing support and otherwise as deemed appropriate by AnchorFree. AnchorFree reserves the right to charge a fee to Affiliate for support.

8. Compensation. On the Effective Date, Affiliate shall pay to AnchorFree the sum set forth in Exhibit A for the Product.

9. Term. This Agreement shall become effective on the Effective Date and shall continue until the Termination Date (as specified in Exhibit A), unless earlier terminated. This Agreement may be terminated by AnchorFree with or without cause immediately upon written notice. Upon any termination of this Agreement, Affiliate shall immediately (but in no even longer than thirty (30) days) return the Product(s) to AnchorFree. If Affiliate fails to return the Product(s) to AnchorFree in such time period, Affiliate shall pay AnchorFree one hundred dollars (\$100) per Product that is not returned. Sections 1, 2(b), 3, 5, 8, 9, 10, 11 and 12 shall survive any termination or expiration of this Agreement.

10. Warranty; Limitation of Liability.

(a) Limited Warranty. To the extent applicable, AnchorFree will pass through any manufacturer's warranty for the Hardware from AnchorFree's supplier to Affiliate.

(b) Disclaimer of Warranty. EXCEPT AS SET FORTH IN SECTION 10(a) THE PRODUCT IS PROVIDED TO AFFILIATE "AS IS," WITHOUT ANY WARRANTY OF ANY KIND. ANCHORFREE FURTHER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AFFILIATE BEARS THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PRODUCT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE BARGAIN OF THIS AGREEMENT AND ANCHORFREE WOULD NOT OTHERWISE ENTER THIS AGREEMENT WITHOUT SUCH DISCLAIMER.

(c) Disclaimer of Liability. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT, CONTRACT, OR OTHERWISE, SHALL ANCHORFREE BE LIABLE TO AFFILIATE OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOSS OR DAMAGE TO/OF ANY NETWORK, SYSTEMS, DATA OR FILES, CORRUPTION OF ANY NETWORK, SYSTEMS, DATA OR FILES, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ANCHORFREE HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. THE LIMITATIONS SPECIFIED IN THIS SECTION 10 SHALL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. ANCHORFREE'S ENTIRE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE SUM OF ONE HUNDRED DOLLARS (\$100.00).

11. Return of Products. Upon the expiration or termination of this Agreement, Affiliate, shall return the Product to AnchorFree, freight prepaid and properly insured, in its original condition, reasonable wear and tear excepted.

12. General. No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed by the duly authorized representatives of both parties. In the event that any provision(s) of this Agreement shall be held to be unenforceable, this Agreement will continue in full force and effect without said provision and the parties will negotiate in good faith to amend this Agreement to reflect the original intent of the parties. This Agreement shall be governed in all respects by the substantive laws of the State of California (excluding conflict of laws rules). The parties hereby and irrevocably consent to the personal and exclusive jurisdiction of courts located in Santa Clara County, California. Affiliate may not assign this Agreement (by operation of law, including change of control, merger, sale of assets or otherwise) without the prior written consent of AnchorFree, and any prohibited assignment or sublicense shall be null and void. AnchorFree may assign this Agreement without restriction in connection with a change of control, merger or sale of assets. This Agreement constitutes the complete and exclusive understanding and agreement of the parties relating to the subject matter hereof and supersedes all prior understandings, proposals, agreements, negotiations, and discussions between the parties, whether written or oral.

Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties' permitted successors and/or assignees. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder shall not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right.