

BY CLICKING ON THE “SIGN-UP” BUTTON YOU ARE SIGNIFYING YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE SAME EXTENT AS IF YOU HAD SIGNED THE AGREEMENT PERSONALLY. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT CLICK “SIGN-UP”. BY ENTERING INTO THIS AGREEMENT YOU REPRESENT THAT YOU ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AND LAWFULLY ABLE TO ENTER INTO BINDING AGREEMENTS. IF YOU ARE ACTING ON BEHALF OF A COMPANY OR ENTITY, YOU HEREBY REPRESENT THAT YOU HAVE AUTHORITY TO BIND THAT COMPANY TO THE TERMS AND CONDITIONS STATED HEREIN.

SUBSCRIPTION AGREEMENT

The purpose of this Subscription Agreement is to set forth the terms and conditions pursuant to which **OneNews Corporation (“OneNews”)** will grant you (“**Company**”; OneNews and Company are sometimes individually referred to as a “*Party*”, and collectively referred to as the “*Parties*”) the non-exclusive rights to (1) access the proprietary NAVDEX™ Platform; (2) distribute its companion mobile phone application to Reporters (as hereinafter defined); and (3) download and use Content available via the Platform for your ordinary business purposes. As used herein, *Agreement* shall mean this agreement, as well as any exhibits, schedules and amendments that may be executed by the Parties from time to time.

WHEREAS, via its proprietary NAVDEX™ (News Acquisition Valuation and Distribution Exchange) software platform (the “Platform”) and companion mobile phone application (the “Application”), OneNews enables mobile phone owners to capture and upload Content, as hereinafter defined, to a global repository and to distribute that Content to news and media organizations worldwide;

WHEREAS, Company desires to access and use the Content available via the Platform and to distribute the Application to mobile phone owners including citizens, stringers and professional reporters in order to create its own Network of Reporters, as defined in Section 2.1 hereof; and

WHEREAS, OneNews and Company desire to enter into an agreement setting forth the terms and conditions pursuant to which OneNews will grant Company a license to access and use the Platform and the Content, and to distribute the Application.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, OneNews and Company agree as follows:

1. License Grants.

1.1. The Platform. Subject to the terms and conditions set forth herein, OneNews hereby grants to Company a non-exclusive, non-transferable, and non-sublicenseable, license to access and use the Platform for its internal business purposes only. Company may permit its authorized contractors and consultants access to the Platform, provided that the Platform is used in accordance with the license grant hereunder, the contractor/consultant agrees to be bound by the terms of this Agreement and Company shall be responsible to OneNews for all acts or omissions of its contractors/consultants with respect to the Platform.

1.2. The Application. Subject to the terms and conditions set forth herein, OneNews hereby grants to Company a non-exclusive, non-transferable and non-sublicenseable license to promote and distribute the Application via a hypertext, vanity URL link (the “Company Link”) provided by OneNews to Company that Company may post solely on websites or property owned or controlled by Company. Company shall

use its best efforts to promote and distribute the Application.

1.3. The Content. Subject to the terms and conditions set forth herein, OneNews hereby grants to Company a non-exclusive, non-transferable and non-sublicenseable license to exhibit, transmit, distribute, and display the Content to members of the public in or through any medium or technology, digital or analogue, now known or later developed; provided, however, that the license granted hereunder shall be limited to those media properties owned or controlled by Company. As used herein, "Content" means photographs, videos, audio, or text that are uploaded to the Platform by persons ("Reporters") who have entered into an Agreement with OneNews pursuant to which OneNews grants the Reporter a license to download and use the Application and to access the Platform in order to (i) receive and accept Assignments, as hereinafter defined, and (ii) submit Content that OneNews will distribute via the Platform. Use of the Content pursuant to this license shall be subject to any additional restrictions, including but not limited to restrictions on placement, broadcast or duration of the license granted hereunder, communicated to and accepted by Company at the time of download. All websites on which the Content is displayed must conspicuously post terms and conditions which expressly limit downloading Content to personal use and prohibit republication, transmission, reproduction or other use of the Content. Unless otherwise agreed to by the Parties in writing, Company shall not use the content for commercial, advertising, promotional, endorsement or other services. Pornographic, defamatory, purposefully misleading or inaccurate, or otherwise unlawful use of the Content is strictly prohibited, whether directly or in context or juxtaposition with other material or subject matter.

1.4. Restrictions. OneNews reserves any rights not expressly granted herein. Company shall be solely responsible for hardware and interconnections and telecommunications required to access the Platform. Company shall not: (a) permit other individuals or companies to use the Platform or the Content except as otherwise permitted herein; (b) copy, modify, translate, reverse engineer, decompile, unbundle, disassemble or create derivative works based upon the Platform or any software or programming related thereto; (c) rent, lease, transfer, assign, resell and/or otherwise transfer rights granted hereunder; (d) perform services using the Platform or the Content for third parties outside the normal scope of Company's current and ongoing internal business activities; (e) remove or alter any proprietary notices, metadata or tags, labels, or trademarks on the Content; (f) post or transmit through the Platform any libelous, obscene or otherwise unlawful information of any kind; (g) engage in any conduct involving the Platform or the Content that would constitute a criminal offense or give rise to civil liability under any local, state, federal or other law or regulation; or (h) knowingly introduce or permit to be introduced into or through the Platform any worm, virus, Trojan horse or other software routine permitting unauthorized access to the Platform or intended to erase or alter data or otherwise damage any OneNews computer network or that of any subcontractor. Company shall only use the Platform and the Content in a manner that complies with all applicable laws, regulations and codes, and shall not violate or infringe the rights of any third party, including but not limited to rights of privacy and personality. Any such forbidden use shall immediately and automatically terminate this Agreement and the licenses granted to Company hereunder.

2. Content; Assignments.

2.1. Overview. Pursuant to the licenses granted in Section 1 hereof, Company has the right to access and use a wide range of Content uploaded to the Platform by OneNews Reporters. Each Reporter recruited by Company pursuant to Section 1.2 shall automatically be a member of Company's network of Reporters ("Network") and Content uploaded to the Platform by that Reporter shall be deemed "In-Network" Content. All other Content shall be deemed "Out of Network" Content. By building its team of "In-Network" Reporters and creating Assignments, as hereinafter defined, Company can enhance its ability for timely reporting of newsworthy events.

2.2. In-Network Content. Except as otherwise set forth herein, In-Network Content shall be available exclusively to Company for twelve hours commencing upon the successful upload of the In-Network Content to the Platform (the "Exclusivity Period"); provided, however, that such In-Network Content may

be visible publicly. Upon the conclusion of the Exclusivity Period, In-Network Content shall be available generally via the Platform.

2.3. **Staff Content:** As used herein, Staff Content shall mean Content that is uploaded to the Platform by Reporters who (i) are currently employees or independent contractors of Company (“Staff”) as evidenced by a written agreement with Company; (ii) have downloaded the Application via the Company Link; and (iii) acknowledged their status as Company Staff (designated by the Company, set-up by OneNews). Staff Content shall be made available exclusively to Company via the Platform. It is the responsibility of Company to insure that Staff Content is not shared to other media outlets except as may be permitted under the applicable agreement between Company and Staff.

2.4. **Assignments.** By using the Platform’s Assignment function, Company may inform Reporters of a news event or topic for which it desires Content via an SMS message (“Assignment”) or other form of notification. Company may limit the distribution of an Assignment to its Network or to Reporters within a specific geographic area, or distribute the Assignment to all Reporters. Content submitted in response to an Assignment shall be subject to the twelve-hour Exclusivity period and, except for Staff Content, shall be available generally upon the expiration of the Exclusivity Period. Reporters must affirmatively accept an Assignment in order to submit Content responsive to that Assignment. Except as otherwise specified, up to a maximum of twenty-five (25) Reporters may submit Content in response to an Assignment.

2.5. **Spot Content.** Content that is uploaded to the Platform by Reporters who are not responding to an Assignment shall be referred to as “Spot Content.” In-Network Spot Content shall be subject to the Exclusivity Period.

2.6. **Releases.** OneNews shall not be responsible for obtaining releases for the use of Content. Content is licensed to Company hereunder for editorial purposes only and not for commercial use. Company shall obtain releases for any Content that does not satisfy the newsworthy or public interest requirements necessary to meet the incidental use exception to the rights of privacy and publicity.

2.7. **Takedown Notices.** Company shall immediately comply with any requests by OneNews to takedown or discontinue the use of any Content that OneNews determines, in its sole discretion reasonably exercised, violates the rights of third parties, including, but not limited to: (i) the exclusive right to reproduce, exhibit, transmit, distribute, and display the Content; (ii) Intellectual Property Rights; or (iii) the rights of privacy and personality.

3. Intellectual Property.

3.1. **Reservation of Rights.** Except as expressly provided hereunder, OneNews does not convey any Intellectual Property Rights to Company. As used herein, Intellectual Property Rights shall mean the intangible legal rights or interests in the Platform, the Application or the Content evidenced by or embodied in (1) any idea, design, concept, technique, invention, discovery, or improvement, regardless of patentability, but including patents, patent applications, trade secrets, and know-how; (2) any work of authorship, regardless of copyrightability, but including copyrights and any moral rights recognized by law; and (3) any other similar rights, in each case on a worldwide basis.

3.2. **Credits.** Except as otherwise instructed by OneNews in writing, all Content used in an editorial or news context must include the following credit line: “OneNews/Reporter’s Name.” If Company fails to include the specified credit line, OneNews may, in its discretion, charge an additional fee.

4. Fees and Payment Terms.

4.1. **Applicable Fees.** Fees, if any, associated with the licenses granted hereunder and your use of Content shall be agreed by representatives of Company and OneNews and incorporated into this Agreement by reference.

4.2. **Payment Terms.** Fees, if any, shall be due and payable upon receipt of the applicable invoice.

Company agrees to accept invoices from OneNews electronically via the email address associated with Company's OneNews Account. If the value of the Content downloaded by Company during a billing cycle exceeds the usage for the level agreed upon by the Parties, the additional Content fees will be reflected in the invoice for the next billing cycle. Payment will be due no later than thirty (30) days following the applicable invoice date. If Company fails to submit payment in full to OneNews when due, in addition to any other available rights or remedies, OneNews may assess a finance charge on all overdue amounts, based upon the greater of (i) the rate of 18% per annum; or (ii) the highest rate permitted by applicable law, as well as the cost of any fees and costs (including attorney fees) incurred by OneNews in collecting Company's outstanding indebtedness. Failure to make any payment as set forth herein shall be deemed to be a material breach of this Agreement and shall be sufficient cause for the immediate termination of this Agreement by OneNews.

4.3. Taxes. Fees charged hereunder are exclusive of any applicable sales, use, withholding or other transactional taxes, which shall be the sole responsibility of Company.

5. Number of Users; Passwords and Security.

OneNews will assign each user a separate log-in ID. User will establish a name and password for purposes of accessing the Platform during the Term (as hereinafter defined). Company shall use commercially-reasonable security measures to control and limit access to the Platform to a designated set of Company employees or contractors. Company shall be solely responsible for all activity occurring under the User Accounts. Company shall immediately notify OneNews of any unauthorized use of any User Account or Content, or any other known or suspected breach of security.

6. Use of Company Name and Logo.

Company grants to OneNews a non-exclusive, non-transferable license to reproduce and use Company's trademarks and trade names (the "**Marks**") in connection with marketing and promoting the Platform and the Application. OneNews agrees to state in appropriate places on all materials using Company's Marks that the Marks are trademarks of Company and to display appropriate trademark notices which identify Company as the owner of the Marks.

7. System Maintenance.

From time to time OneNews will undertake maintenance of the computer hardware, software and telecommunications used to provide the Platform as well as install patches, maintenance releases and upgrades (to be referred to collectively as "**System Maintenance**"). OneNews shall use commercially reasonable efforts to conduct System Maintenance on a scheduled basis pursuant to paragraph 7.1 below.

7.1. Scheduled Maintenance. Scheduled maintenance will occur at commercially reasonable times. OneNews will attempt to provide Company with at least 5 (five) days advance written notice of any scheduled maintenance during which the Platform may be unavailable or access may be diminished.

7.2. Emergency Maintenance. If emergency maintenance is required, OneNews will use commercially reasonable efforts to notify Company of same and to complete the required maintenance in a commercially reasonable period of time.

8. Confidential Information.

The Parties agree that any non-public information or information proprietary to the disclosing Party or its licensors or designated as "confidential" (or with words of similar import) disclosed by one Party to the other during the course of this Agreement shall be treated as confidential and shall not be disclosed to any third Party (other than each Party's professional advisors and permitted agents) without the prior written consent of the disclosing Party. This obligation of confidentiality shall not apply, however, to any information that the receiving Party can document (a) is already known by the receiving Party at the time of its disclosure by the originating Party, (b) is or becomes publicly known through no wrongful act of the receiving Party, (c) has been lawfully received from a third-party who rightfully disclosed such information without restriction, (d) has been independently and legally developed or derived by the

receiving Party without reference to or reliance on the disclosing Party's information, or (e) is required to be disclosed by law. The Parties agree that the terms and provisions of this Section shall remain in full force and effect throughout the duration of this Agreement, but in no event less than five (5) years from the date of disclosure of the confidential information. These obligations shall survive termination of this Agreement.

9. Limited Warranty.

9.1. Each Party warrants that it is validly organized, and financially and legally capable of fulfilling its obligations under this Agreement.

9.2. THE PLATFORM, APPLICATION AND CONTENT ARE PROVIDED "AS IS." ONENEWS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE CONTENT, THE PLATFORM OR THE APPLICATION, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE PLATFORM IS ERROR-FREE OR WILL OPERATE UNINTERRUPTED, OR THAT ERRORS CAN OR WILL BE CORRECTED. ONENEWS SHALL NOT BE LIABLE TO COMPANY OR ANY OTHER PERSON OR ENTITY FOR ANY PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES, COSTS OR LOSSES ARISING OUT OF THIS AGREEMENT OR THE CONTENT, EVEN IF ONENEWS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. ONENEWS SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS, OR LOSSES ARISING OUT OF OR AS A RESULT OF MODIFICATIONS MADE TO THE CONTENT BY COMPANY OR THE CONTEXT IN WHICH THE CONTENT IS EXHIBITED, TRANSMITTED, OR DISPLAYED. ONENEWS' ENTIRE LIABILITY, IN THE AGGREGATE FOR CLAIMS, INCLUDING ALL CLAIMS FOR BREACH OF THIS AGREEMENT IN ANY FORM, OR RELATED IN ANY WAY TO THIS AGREEMENT WILL BE FOR ACTUAL DAMAGES ONLY AND SHALL BE LIMITED TO THE SUBSCRIPTION FEES PAID BY COMPANY TO ONENEWS DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE CLAIM AROSE.

10. Indemnification.

Company shall defend, indemnify and hold harmless OneNews and its officers, directors, employees and agents from and against any and all claims or actions, loss, damage, injury, liability, costs and expenses (including reasonable attorneys' fees), of any kind or nature which may be instituted against them or any of them, howsoever the same may be caused, including, but not limited to, personal injury (including death) to any person or persons, or damage to property, resulting from or in any way arising out of or connected with the performance of or participation in the activities referred to herein, including without limitation: (i) Assignments; (ii) Company's use of the Content; (iii) any actual or alleged breach by Company of this Agreement; or (iv) Company's failure to obtain any necessary release associated with the use of the Content.

11. Term and Termination.

11.1.Term. Unless terminated earlier as provided herein, this Agreement shall be effective as of the Effective Date (Date of Companies account approval) and shall expire one (1) year later (the "**Initial Term**"); thereafter this Agreement shall be automatically renewed and continue in full force and effect for successive one (1) year periods unless either Party gives at least thirty (30) days written notice of termination prior to the beginning of any renewal term (each, a "**Renewal Term**"). The Initial Term and any Renewal Term shall be referred to collectively herein as the "**Term.**" Nothing in this Agreement will be interpreted to require either Party to renew this Agreement.

11.2.Termination.

(a)Termination for Cause.(i) This Agreement may be suspended or terminated: (a) immediately by a

Party if the other Party is in material breach of this Agreement which breach is incapable of remedy or, if capable of remedy, is not remedied within thirty (30) days after receipt of written notice thereof, or (b) upon thirty (30) days prior written notice to the other Party hereunder in the event of the bankruptcy, receivership, insolvency or assignment for the benefit of creditors of the other Party. (ii) The Parties acknowledge that monetary damages may not be a sufficient remedy for breaches of this Agreement and that either Party shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction in the event of a breach.

(b) Additional Termination Rights. In addition to the termination rights set forth in this Section 11.2, OneNews may terminate this Agreement, upon sixty (60) calendar days prior written notice to Company if OneNews chooses to discontinue the Platform in whole or in part.

(c) Consequences of Termination. Upon the termination of this Agreement any applicable fees and expenses owed by Company through the date of termination shall become due and payable. In the event termination is due to breach of the Agreement by OneNews, the unused portion of any Subscription Fees shall be promptly refunded. All licenses granted herein, other than those for Content for which the applicable license fee has been paid, shall immediately terminate and Company shall cease all access to and use of the Platform (including any access and use by its personnel and/or third party contractors). Each Party shall promptly return to the other all Confidential Information of the other Party, or at the written request of the disclosing Party, destroy and permanently delete from any computer, server or other digital or electronic device all copies of the disclosing Party's Confidential Information in its possession, whether in whole or in part, stored on any such device.

12. Governing Law; Dispute Resolution.

This Agreement will be governed in all respects by the laws of the State of New York, U.S.A. without regard to conflict of laws principles. Any disputes arising from this Agreement or its enforceability shall be determined by arbitration in New York, New York, before a sole impartial arbitrator. The arbitration shall be administered by the American Arbitration Association ("AAA") pursuant to its Commercial Rules and the arbitrator shall be selected pursuant to the rules and procedures of the AAA. The decision of the arbitrator shall be final and non-appealable. Judgment on the award may be entered in any court having competent jurisdiction. The prevailing Party shall be entitled to recover its reasonable legal costs relating to that aspect of its claim or defense on which it prevails, and any opposing costs awards shall be offset. Notwithstanding the foregoing, OneNews shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against Company.

13. Miscellaneous.

13.1. **Notices.** Any notice or other communication under this Agreement shall be in writing and shall be considered given when delivered personally, mailed by registered or certified mail to OneNews, 3301, NE 1st, Suite 307, Miami, Florida, 33137, return receipt requested, delivered by overnight courier or faxed or sent via email (with confirmation receipt report) to the Parties at the addresses set forth above (or at such other address as a Party may specify by notice to the other).

13.2. **Relationship of the Parties.** The Parties are and shall be, with respect to the subject matter of this Agreement, independent contractors of one another and nothing herein shall be deemed to create an agency, partnership, employment, or joint venture relationship between the Parties for any purpose.

13.3. **Force Majeure.** Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement (other than obligations of payment) if prevented from doing so by a cause or causes, (including failures relating to the Internet) that could not, with reasonable diligence, be controlled or prevented by the Party. Any failure to perform shall be cured as soon as is reasonably practical by the non-performing Party.

13.4. **Assignment.** Company shall not assign its rights or obligations under this Agreement, in whole or in part, to any third party, without the prior written consent of OneNews. Notwithstanding the foregoing,

Company may assign this Agreement to any entity, other than a competitor of OneNews, into which Company has merged or otherwise transfer all of its business and assets to which this Agreement pertains, other than through insolvency proceedings. Any assignment in violation of the terms hereof shall be deemed null and void and of no force or effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and assigns. For the avoidance of doubt, "assignment" as used herein shall not refer to Assignment as defined in Section 2.4 hereof.

13.5. No Waiver. Failure by either party to exercise its rights under this Agreement shall not be deemed a waiver of any such rights. Waivers must be made in writing.

13.6. Construction; Severability. If any provision in this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the applicable provision shall remain in effect to the maximum extent permissible by law.

13.7. Survival. Following the termination of this Agreement, the Parties shall remain obligated under all provisions of this Agreement which by their terms continue after the termination of this Agreement or are incidental to the performance of the obligations under such provisions, including, without limitation, Sections 8, 9 and 10.

13.8. Counterparts. This Agreement may be executed in multiple counterparts, all of which, taken together, shall constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile shall be sufficient to bind the Parties to the terms and conditions of this Agreement

13.9. Entire Agreement; Amendment. This Agreement, together with the Schedules and attachments hereto, contains the entire agreement between the Parties and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral between the Parties respecting the subject matter hereof. This Agreement may only be modified in writing signed by both Parties or their legal representative.

14.

Version: 11-8-2011

