

## ACADEMIC DATA LICENSE AGREEMENT

This Academic Data License Agreement (“Agreement”), effective October 1, 2014 (“**Effective Date**”), is entered into between Townsquared, Inc., a Delaware corporation with its offices at 3180 17<sup>th</sup> Street, San Francisco, CA 94110 (“**Townsquared**”) and Stanford University, a university with an address at 353 Serra Mall, Stanford CA (“**Licensee**”). The parties agree as follows:

1. **PURPOSE** – This Agreement governs the use of the Townsquared content, documentation, code, data and related materials made available by Townsquared to Licensee (collectively, the “**Content**”). The “**Townsquared Service**” means Townsquared’s “Townsquared” service, Townsqd.com or any other web property owned by Townsquared. The Content may only be used for non-commercial, educational and research purposes as set forth in Exhibit A (the “**Permitted Purpose**”).

2. **GRANT OF LICENSE** - Subject to Licensee’s full compliance with all of the terms and conditions of this Agreement, Townsquared grants Licensee a non-exclusive, revocable, nonsublicensable, nontransferable license to access and use the Content solely for the Permitted Purpose. Licensee may not use the Content for any other purpose without Townsquared's prior written consent. Licensee will not modify the Content, or exhibit the Content with third party materials in any manner that either materially distorts its meaning or implies that Licensee or a third party has created such Content.

3. **PROPRIETARY RIGHTS/RESERVATION** - As between Townsquared and Licensee, the Content, the Townsquared Service, and all intellectual property rights in and to all of the foregoing, are and shall at all times remain the sole and exclusive property of Townsquared and are protected by applicable intellectual property laws and treaties. Townsquared reserves all rights not expressly waived in this Agreement. Except for the licenses expressly granted under this Agreement, Licensee agrees that Townsquared and its respective suppliers retain all right, title and interest in and to their respective technology, services and other intellectual property rights.

4. **OTHER RESTRICTIONS** – Use of the Content is subject to the guidelines set forth in Exhibit B. Except as expressly and unambiguously authorized under this Agreement, Licensee may not (i) use the Content to create any service, software, documentation or data that is similar to any Townsquared Service or Content to create a venue or point of interest database; (ii) copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer or decompile (except to the limited extent expressly authorized by applicable statutory law), modify or alter any part of the Content; or (iii) otherwise use the Content on behalf of any third party.

5. **ATTRIBUTION** - Licensee shall place appropriate attribution on any work product that displays the Content, as directed by Townsquared.

6. **PUBLICATION** – Any presentation or publication that contains Content must be reviewed and approved by Townsquared prior to the submission thereof for presentation and/or publication. Licensee shall cooperate in good faith to address any other comments or concerns of Townsquared prior to presentation or publication, provided that the final decision regarding the content of any such presentation or publication shall lie with Townsquared. Licensee will not issue any press release or make any public announcement(s) about this Agreement without the express written consent of Townsquared, except Licensee may make informational references to its use of Townsquared’s Content without obtaining Townsquared’s consent.

7. **AUDIT** - Upon reasonable advance written notice, Townsquared shall have the right to have an independent auditor verify Licensee’s compliance with this Agreement. Licensee shall make its systems and all applicable books and records available for such inspection during normal business hours at Licensee’s principal place of business.

8. **WARRANTY DISCLAIMER** - THE CONTENT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, TOWNSQUARED AND ITS VENDORS EACH DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE CONTENT, INCLUDING WITHOUT LIMITATION ANY AND ALL

IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, RESULTS OF USE, RELIABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, INTERFERENCE WITH QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. FURTHER, TOWNSQUARED DISCLAIMS ANY WARRANTY THAT LICENSEE'S USE OF THE CONTENT WILL BE UNINTERRUPTED OR ERROR FREE.

9. SUPPORT AND UPGRADES - This Agreement does not entitle Licensee to any support for the Content.

10. LIABILITY LIMITATION - REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, AND EXCEPT FOR BODILY INJURY, IN NO EVENT WILL TOWNSQUARED OR ITS VENDORS, BE LIABLE TO LICENSEE OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE CONTENT OR (B) ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIVE HUNDRED DOLLARS (\$500.00), EVEN IF TOWNSQUARED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE. ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM. IN ADDITION, TOWNSQUARED DISCLAIMS ALL LIABILITY OF ANY KIND OF TOWNSQUARED'S VENDORS.

11. TERM AND TERMINATION - This Agreement shall continue until terminated as set forth in this Section. Either party may terminate this Agreement at any time, for any reason, or for no reason including, but not limited to, if Licensee violates any provision of this Agreement. Any termination of this Agreement shall also terminate the license granted hereunder. Upon termination of this Agreement for any reason, Licensee shall cease using, destroy and remove from all computers, hard drives, networks, and other storage media all copies of the Content, and shall so certify to Townsquared that such actions have occurred. Townsquared shall have the right to inspect and audit Licensee's facilities to confirm the foregoing. Sections 6 through 14 shall survive termination of this Agreement.

13. GOVERNMENT USE - If Licensee is part of an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Content are restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement as applied to military agencies. The Content are a "commercial item," "commercial computer software" and "commercial computer software documentation." In accordance with such provisions, any use of the Content by the Government shall be governed solely by the terms of this Agreement.

14. MISCELLANEOUS – This Agreement constitutes the entire agreement between Licensee and Townsquared pertaining to the subject matter hereof, and supersedes any and all written or oral agreements with respect to such subject matter. This Agreement, and any disputes arising from or relating to the interpretation thereof, shall be governed by and construed under California law as such law applies to agreements between California residents entered into and to be performed within California by two residents thereof and without reference to its conflict of laws principles or the United Nations Conventions for the International Sale of Goods. Except to the extent otherwise determined by Townsquared, any action or proceeding arising from or relating to this Agreement must be brought in a federal court in the San Francisco District of California or in state court in San Francisco County, California, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. The prevailing party in any action arising out of this Agreement shall be entitled to an award of its costs and attorneys' fees. This Agreement may be amended only by a writing executed by the parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of Townsquared to act with respect to a breach of this Agreement by Licensee or others does not constitute a


waiver and shall not limit Townsquared's rights with respect to such breach or any subsequent breaches. This Agreement is personal to Licensee and may not be assigned or transferred for any reason whatsoever (including, without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control involving Licensee) without Townsquared's prior written consent and any action or conduct in violation of the foregoing shall be void and without effect. Townsquared expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

TOWNSQUARED, INC.

LICENSEE

By:   
Signature

By:   
Signature

rohit prakash  
\_\_\_\_\_  
Printed Name

Jure Leskovec  
\_\_\_\_\_  
Printed Name

october 1, 2014  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBIT A  
PERMITTED PURPOSE

Permitted Purpose

Licensee will use the Content solely in connection with the course CS224W: Social and Information Network Analysis, Autumn 2014 at Stanford University, which will cover recent research on the structure and analysis of such *large social and information networks* and on models and algorithms that abstract their basic properties. Class will explore how to practically analyze large scale network data and how to reason about it through models for network structure and evolution.

The Content may only be used for non-commercial, educational and research purposes.

## EXHIBIT B

### CONTENT USE GUIDELINES

- Licensee must take commercially reasonable steps, compliant with applicable laws, rules and regulations, to protect all Content and your access credentials from unauthorized use, disclosure or access.
- Licensee will not use the Content in combination with any other content, documentation, code, data and related materials made available through any other Townsquared product, service or application programming interface, or any product, service or application of any third party to deanonymize, or attempt to deanonymize by any manner or means, any Content or to otherwise identify any individual.
- Licensee must not use Content to create a location database, to create new places in your own places or location database or to improve, edit, augment or supplement venue information in your own places or location database.
- Licensee must not directly or indirectly transfer any Content to any third party.
- Licensee may not cache or store the Content for longer than six (6) months unless otherwise approved by Townsquared in writing.
- Licensee will require all students, researchers and other Licensee personnel (“Licensee Users”) that have access to the Content in connection with the Purpose to sign the Permission Agreement set forth in Exhibit C. Licensee will be responsible for any acts or omissions of Licensee Users in connection with their use of the Content.

EXHIBIT C

Permission and Restriction Agreement

I, the undersigned, acknowledge that in connection with the course CS224W: Social and Information Network Analysis, Autumn 2013, at Stanford University (the "Course") taught or supervised by Jure Leskovec ("Instructor"), I will have access to certain content, documentation, code, data and related materials (collectively, "Content") made available by Townsquared, Inc. ("Townsquared"). I understand that my access and use of the Content is conditioned upon the following:

- I will only use the Content for non-commercial, educational and research purposes directly related to the Course.
- I will take commercially reasonable steps, compliant with applicable laws, rules and regulations, to protect all Content from unauthorized use, disclosure or access.
- I will not use the Content in combination with any other content, documentation, code, data and related materials made available through any other Townsquared product, service or application programming interface, or any product, service or application of any third party to deanonymize, or attempt to deanonymize by any manner or means, any Content or to otherwise identify any individual.
- I will not use Content to create a location database, to create new places in your own places or location database or to improve, edit, augment or supplement venue information in your own places or location database.
- I will not directly or indirectly disclose or transfer any Content to any third party not directly involved with the Course.
- I will delete all Content in my possession promptly after completion of the Course and will confirm such deletion to the Instructor, in writing.

The Content and all intellectual property rights in and to all of the Content, are and shall at all times remain the sole and exclusive property of Townsquared and are protected by applicable intellectual property laws and treaties.

This Permission and Restriction Agreement is subject to the Academic License Agreement entered into by Townsquared, Inc. and Stanford University.

AGREED TO AND ACCEPTED BY:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_