

LICENSE AGREEMENT

This Mobile Application End User License Agreement ("**Agreement**") is a binding agreement between you ("**End User**" or "**you**") and Pink Husky, Inc. ("**Pink Husky**" or "**we**" or "**us**"). This Agreement governs your use of the PINK HUSKY mobile application on Apple's or Google Android's platform (including all related documentation, the "**Application**"). The Application is licensed, not sold, to you.

BY CLICKING THE "AGREE" BUTTON AND DOWNLOADING, INSTALLING, AND USING THE APPLICATION, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER/OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, OR USE THE APPLICATION AND DELETE IT FROM YOUR MOBILE DEVICE.

1. License Grant. Subject to the terms of this Agreement, Pink Husky grants you a limited, non-exclusive, and nontransferable license to:

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(b) access, stream, download, and use on such Mobile Devices the Content and Services (as defined in Section 5) made available in or otherwise accessible through the Application, strictly in accordance with this Agreement and the Terms of Use applicable to such Content and Services as set forth in Section 5.

2. License Restrictions. You shall not:

(a) copy the Application, except as expressly permitted by this license;

(b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;

(c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;

(d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof;

(e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the

Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time; or

(f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application.

3. Reservation of Rights. You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Pink Husky shall retain the entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to You in this Agreement.

4. Collection and Use of Your Information. You acknowledge that when You download, install, or use the Application, Pink Husky may use automatic means, including, but not limited to, cookies, web beacons, and GPS technology, to collect information about your Mobile Devices, your location, and your use of the Application. For instance, the Application may receive information about your actual location based on GPS indicators or signals sent from your Mobile Devices. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality, and the Application may provide You with opportunities to share information about yourself with others. All information we collect through or in connection with this Application is subject to our Privacy Policy. By downloading, installing, using, and providing information to or through this Application, You consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

5. Content and Services. The Application may provide You with access to Pink Husky's website located at www.pinkhusky.com (the "**Website**") and products and services accessible thereon, and certain features, functionality, and content accessible on or through the Application may be hosted on the Website (collectively, "**Content**" and "**Interactive Services**"). Your access to and use of such Content and Interactive Services are governed by Pink Husky's Website's Terms of Use and Privacy Policy, which are incorporated herein by this reference. Your access to and use of such Content and Interactive Services may require You to acknowledge your acceptance of such Terms of Use and Privacy Policy and/or to register with the Website, and your failure to do so may restrict You from accessing or using certain of the Application's features and functionality. Any violation of such Terms of Use will also be deemed a violation of this Agreement.

6. User Contributions and Content Standards. The Application and Website provides Interactive Services, such as, may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and allow You to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Application and Website. All User Contributions must comply with the terms of this Agreement, the Content Standards (set forth below), and the Terms of Use.

Any User Contribution You post and/or transmit through the Application and Website will be considered non-confidential and non-proprietary. By providing any User Contribution on the Application or Website, You grant Pink Husky and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third-parties any such material.

(a) User Contributions. In addition, all User Contributions and use of any Interactive Services must in their entirety comply with all applicable federal, state, local, and international laws and regulations. You also represent and warrant that:

(i) You own or control all rights in and to the User Contributions and have the right to grant the license granted above to Pink Husky and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns;

(ii) all of your User Contributions do and will comply with the Terms of Use found at [INSERT LINK TO TERMS OF USE]; and

(iii) You understand and acknowledge that You are responsible for any User Contributions You submit or contribute, and you, not Pink Husky, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness;

(b) Content Standards. User Contributions and use of any Interactive Services must in their entirety comply with the Content Standards listed below. Without limiting the foregoing, User Contributions must not:

(i) contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;

(ii) promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;

(iii) infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person;

(iv) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with the Terms of Use and our Privacy Policy;

(v) be likely to deceive any person;

(vi) promote any illegal activity, or advocate, promote, or assist any unlawful act;

(vii) cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person;

(viii) impersonate any person, or misrepresent your identity or affiliation with any person or organization;

(ix) involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising;

(x) give the impression that they emanate from or are endorsed by Pink Husky or any other person or entity, if this is not the case;

(xi) promote any illegal activity, or advocate, promote, or assist any unlawful act;

(xii) cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person;

(xiii) impersonate any person, or misrepresent your identity or affiliation with any person or organization;

(xiv) involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising; or

(xv) give the impression that they emanate from or are endorsed by Pink Husky, or any other person or entity, if this is not the case.

(c) Monitoring and Enforcement. We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by You or any other user of the Application and Website. We have the right to:

(i) remove or refuse to post any User Contributions for any or no reason in our sole discretion;

(ii) take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Application or Website or the public, or could create liability for Pink Husky;

(iii) disclose your identity or other information about You to any third party who claims that material posted by You violates their rights, including their intellectual property rights or their right to privacy;

(iv) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Application and Website; and

(v) terminate or suspend your access to all or part of the Application and Website for any or no reason, including without limitation, any violation of our Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Application and Website. YOU WAIVE AND HOLD HARMLESS PINK HUSKY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY PINK HUSKY DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER PINK HUSKY OR LAW ENFORCEMENT AUTHORITIES.

However, Pink Husky cannot review all material before it is posted on or through the Application or Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by You or any third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this Section.

7. Geographic Restrictions. The Content and Interactive Services are based in the state of Georgia in the United States and provided for access and use only by persons located in the United States. You acknowledge that You may not be able to access all or some of the Content and Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If You access the Content and Services from outside the United States, you are responsible for compliance with local laws.

8. Updates. Pink Husky may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Pink Husky has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, or when your Mobile Devices are connected to the internet either:

(a) the Application will automatically download and install all available Updates; or

(b) You may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should You fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

9. Third-Party Materials. The Application may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or

materials) or provide links to third-party websites or services, including through third-party advertising ("**Third-Party Materials**"). You acknowledge and agree that Pink Husky is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Pink Husky does not assume and will not have any liability or responsibility to You or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to You, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

10. Term and Termination.

(a) The term of Agreement commences when you download the Application and acknowledge your acceptance of these terms and conditions by clicking the "Agree" button and will continue in effect until terminated by You or Pink Husky as set forth in this Section 9.

(b) You may terminate this Agreement by deleting the Application and all copies thereof from your Mobile Device.

(c) Pink Husky may terminate this Agreement at any time without notice, which Pink Husky may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if You violate any of the terms and conditions of this Agreement.

(d) Upon termination:

(i) all rights granted to You under this Agreement will also terminate; and

(ii) You must cease all use of the Application and delete all copies of the Application from your Mobile Device and account.

(e) Termination will not limit any of Pink Husky's rights or remedies at law or in equity.

11. Disclaimer of Warranties. THE APPLICATION IS PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, PINK HUSKY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, PINK HUSKY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE

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SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

12. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PINK HUSKY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES. FOR AVOIDANCE OF DOUBT, IN NO EVENT WILL PINK HUSKY OR ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, AND OTHERWISE, FOR ANY (i) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS; (ii) LOSS OF GOODWILL OR REPUTATION; (iii) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY LICENSED SOFTWARE OR OPEN SOURCE COMPONENTS OR OTHER THIRD-PARTY MATERIALS; (iv) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (v) COST OF REPLACEMENT GOODS OR SERVICES; OR (vi) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR PINK HUSKY WAS ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

13. Indemnification. You agree to indemnify, defend, and hold harmless Pink Husky and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement, including but not limited to the content You submit or make available through this Application.

14. Force Majeure. In no event will Pink Husky, its officers, directors, employees, agents, affiliates, successors, and assigns be liable or responsible to You, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any circumstances beyond Pink Husky's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the Effective Date, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either party may terminate this Agreement if a Force Majeure Event affecting the other Party continues substantially uninterrupted for a period of 60 days or more. In the event of any failure or delay caused by a Force Majeure Event, Pink Husky will use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

15. Export Regulation. The Application may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation.

16. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect; provided, however, that if any fundamental term or provision of this Agreement is invalid, illegal, or unenforceable, the remainder of this Agreement shall be unenforceable.

17. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Application shall be instituted exclusively in the federal court of the Northern District of Georgia or the courts of the State of Georgia. You waive any and all objections to the exercise of jurisdiction over You by such courts and to venue in such courts.

18. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

19. Entire Agreement. This Agreement, Pink Husky's Website's Terms of Use, and Husky's Private Policy constitute the entire agreement between You and Pink Husky with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

20. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.