

**SECOND AMENDMENT**  
**("Amendment")**

This Amendment is made and entered into as of October 1, 2014 ("**Effective Date**") by and between:

and

**HyperActive Inc.**, having its principal place of business at 1266 Furnace Brook Parkway, Suite 207, Quincy, MA 02169, acting for itself and on behalf of its Affiliated Companies, hereinafter referred to as "**Licensor**";

both parties hereinafter individually referred to as "**Party**" and collectively as "**Parties**";

**WHEREAS:**

- the Parties have entered into a Services Agreement, dated July 2, 2012, regarding digital media services, ("**Agreement**"); and
- the term of the Agreement remains valid until terminated in accordance with the Agreement; and
- the Parties now wish to:
  - include an End User License Addendum to the Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and agreements contained herein, the Parties agree to amend the Agreement in adding an End User Agreement as follows:

**Annex 7: End User License Agreement Addendum**

**END USER LICENSE AGREEMENT**  
**(for HyperFrame™ Software)**

**Art. 1 Subject**

This License Agreement is an agreement between \_\_\_\_\_ and the Licensor, and regards the personal, non-transferable and perpetual right to use the HyperActive HyperFrame™ Software (hereinafter referred to as the "HyperFrame Software").

The HyperFrame™ Software is a proprietary presentation and content distribution platform comprised of a server side content management system (CMS), CMS client and UI(s) developed and owned by Licensor and used by Licensor in the creation of custom apps for its \_\_\_\_\_. The purpose of this License Agreement is to grant \_\_\_\_\_ the right to use the HyperFrame™ Software within its own internal operations, as necessary, in connection with apps developed by Licensor for \_\_\_\_\_.

To the extent this Agreement conflicts with \_\_\_\_\_ **General Conditions of Purchase** or the **SERVICES AGREEMENT FOR [DIGITAL MEDIA SERVICES]** between Licensor and Licensee, as it regards ownership of and rights to delivered software utilizing the HyperFrame Software, this Agreement alone shall prevail but all other clauses of aforesaid documents shall still be applicable.

**Art. 2 Intellectual Property Rights**

The ownership of the HyperFrame Software and of the copyrights and trademark rights linked to the software rests solely with the Licensor. The HyperFrame Software is protected by copyright laws and international copyright conventions as well as by other intellectual property laws and conventions.

HyperActive:

Annex 3	Supplier Sustainability Declaration
Annex 4	
Annex 5	Acceptance Procedure"
Annex 6	Privacy and Data Protection Schedule
Annex 7	End User License Agreement Addendum

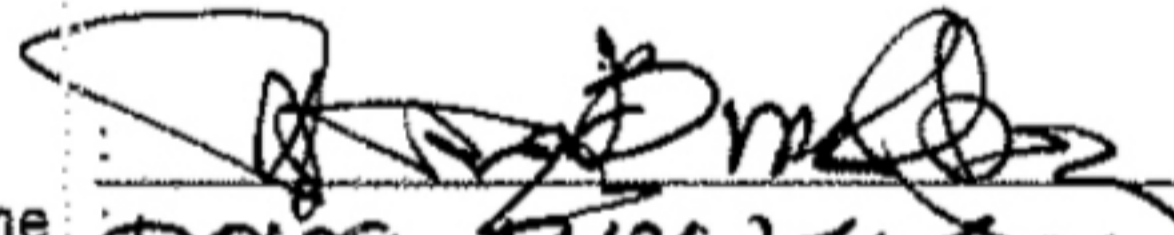
1. Each Party hereby acknowledges and agrees that the Agreement, including all exhibits and amendments thereto, shall continue to be and shall remain unchanged and in full force and effect in accordance with its terms; except as expressly modified in this Amendment, which shall become effective as of the Effective Date of this Amendment.

IN WITNESS WHEREOF, duly authorized representatives of each Party have executed this Amendment effective as of the Effective Date first written above:

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date 12<sup>th</sup> 11 2014

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

HyperActive, Inc.

By   
Name DOUG BUCKLEY  
Title PRESIDENT  
Date 12/11/2014