TECHNOLOGY PLATFORM LICENSE AGREEMENT

THIS TECHNOLOGY PLATFORM LICENSE AGREEMENT is made this 14th day of August, 2015

BETWEEN:

PERSONAS.COM CORPORATION, with offices at 184 Front Street East, Suite 701, Toronto, Ontario M5A 4N3 ("**Personas**")

– and –

KEEK INC., an Alberta corporation with offices at 1 Eglinton Avenue East, Suite 300, Toronto, ON M4P 3A1 ("**KEEK Alberta**")

– and –

KEEK INC., an Ontario corporation with offices at 1 Eglinton Avenue East, Suite 300, Toronto, ON M4P 3A1 ("KEEK Ontario" together with KEEK Alberta, "**KEEK**")

RECITALS:

A. KEEK owns and operates a global video-centric platform for self expression and communication in real time, and KEEK's platform enables collaboration between followers and subscribers to allow users to more easily create and discover content, more particularly described in Schedule "A" (the "**Software**").

B. Personas connects and engages in a dynamic social networking and "**social commerce**" platform that enables its members to engage in interactive experiences, online commerce and mobile commerce amongst brick and mortar retailers, online retailers, brands, streaming content and advertisers (collectively, "**Merchants**") (the "**Personas Business**").

C. Personas wishes to (i) acquire a non-exclusive license from KEEK to use the Software within the Licensed Field of Use (as such term is defined below) and (ii) have the ability to enhance the Software for use in the Personas Business.

D. KEEK wishes to (i) grant a non-exclusive license to Personas to use the Software within the Licensed Field of Use and (ii) make its Employees (as defined below) available to assist Personas with the enhancement of the Software for use in the Personas Business.

E. Personas shall pay KEEK the License Fee (as such term is defined below), on and subject to the terms and conditions set out in this Agreement.

NOW THEREFORE KEEK and Personas, in consideration of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency which is acknowledged by the parties, hereby agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement the following terms have the following meanings:

[redacted]

[OMITTED: DEFINITIONS RELATING TO OMITTED CLAUSE 3.11]

1.1.2 "**Agreement**" means this agreement, as it may be confirmed, amended, modified, supplemented or restated by written agreement between the Parties.

1.1.3 "**Business Day**" means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario.

1.1.4 "**Claim**" means any claim, demand, action, cause of action, suit, arbitration, investigation, proceeding, complaint, grievance, charge, prosecution, assessment or reassessment, including any appeal or application for review.

1.1.5 "**Communication**" means any notice, demand, request, consent, approval or other communication which is required or permitted by this Agreement to be given or made by a Party.

1.1.6 "**Contract**" means any agreement, understanding, undertaking, commitment, licence, or lease, including purchase orders, whether written or oral.

1.1.7 "**Documentation**" means those technical publications relating to use of the Software including user manuals, release notes (software documentation), and integrators manuals, provided or to be provided from time to time by KEEK to Personas in connection with the Software.

1.1.8 "**Employees**" means all current personnel and independent contractors that perform services for, or are employed, engaged or retained by, KEEK.

1.1.9 "**Encumbrance**" means any security interest, mortgage, charge, pledge, hypothec, lien, encumbrance, restriction, option, adverse claim, right of others or other encumbrance of any kind.

1.1.10 "**Enhancements**" means any improvements, modifications, updates, enhancements, developments, extensions or changes to, or derivative works of, the Software that have been or are subsequently created by (i) Personas alone, or (ii) Personas jointly with KEEK's Chief Technology Officer, and other KEEK personnel working on the transactions contemplated in this Agreement, but excluding any Software that may be embedded or included within, linked to or otherwise related thereto.

1.1.11 "**Governmental Authority**" means:

1.1.11.1 any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory, or taxing authority or power of any nature; and

1.1.11.2 any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.

1.1.12 "**Gross Profits**" means the total of all revenues received by Personas, or any of its affiliates or subcontractors, from the Use by Personas of the Software in accordance with the terms of this Agreement less (i) all rebates, returns, refunds actually remitted or paid to customers of Personas in connection with the Use by Personas of the Software; (ii) sales tax, duties, use or value added taxes and other similar governmental and pass-through charges imposed by Governmental Authorities, in connection with the Use by Personas of the Software, regardless of how they are denominated; (iii) marketing costs, advertising fees and commissions, and customer service specifically and uniquely tied to the marketing, advertising, promotion, and resolving customer support issues in respect of the Software within the Licensed Field of Use; (iv) third party license or royalty fees paid for the use of Intellectual Property Rights of third parties embodied in the Licensed Field of Use; and (v) any direct costs incurred by Personas in connection with Use of the Software in the Licensed Field of Use, including regarding integration, hosting, bug or error fixing, translation services, "port" services, and localization services provided by or on behalf of Personas; provided, however that the deductions contemplated by items (iii), (iv) and (v) above shall not, in the aggregate, exceed 10% of revenues received by Personas. For the avoidance of doubt, "Gross Profits" shall be calculated without any deduction for any general overhead, administrative, management or supervision costs, fees or expenses incurred by Personas.

1.1.13 "**Illicit Code**" means any computer instructions in software that are intended to interfere with the use or right to quiet enjoyment of that software or that interfere with or prevent the intended use of that software. Illicit Code includes what is commonly known as computer viruses, trojan horses, self-destruction mechanisms, copy protection schemes, and such other computer instructions that can disable, destroy, or otherwise alter software or hardware on which software executes; or reveal any data or other information accessed through or processed by software.

1.1.14 "**Indemnified Party**" is defined in Section 6.1.

1.1.15 **"Indemnifying Party"** is defined in Section 6.1.

1.1.16 **"Indemnity Claim"** is defined in Section 6.4.

1.1.17 **"Indemnity Notice"** is defined in Section 6.4.

1.1.18 **"Intellectual Property"** means patents and patent applications, copyrights, domain names, industrial designs, trade secrets, software, databases, know-how, formulae, processes, inventions (whether not patentable), technical expertise, research data and other similar property, all associated registrations and applications for registration, and all associated rights, including moral rights.

1.1.19 **"Intellectual Property Rights"** means any common law principle or statutory provision which may provide a right in Intellectual Property. For certainty, for purposes of this Agreement, "Intellectual Property Rights" does not include trademarks or trademark applications.

1.1.20 **"KEEK"** is defined in the recital of the Parties above.

1.1.21 **"Knowledge of KEEK"** means the current actual knowledge that KEEK either has, or would have obtained, after having made or caused to be made all reasonable inquiries necessary to obtain informed knowledge, including reasonable inquiries of the records and individuals who are reasonably likely to have knowledge of the relevant matter.

1.1.22 **"Law"** or **"Laws"** means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, statutory rules, principles of law, published policies and guidelines, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and the terms and conditions of any grant of approval, permission, authority or licence of any Governmental Authority, and the term "applicable" with respect to Laws and in a context that refers to one or more Persons, means that the Laws apply to the Person or Persons, or its or their business, undertaking or property, and emanate from a Governmental Authority having jurisdiction over the Person or Persons or its or their business, undertaking or property.

1.1.23 **"License Fee"** means a royalty equal to 10% of the Gross Profits.

1.1.24 **"Licensed Field of Use"** means Use of the Software, and all Intellectual Property Rights therein, to (i) facilitate commercial transactions between entities through a social network community (**"Members"**), (ii) facilitate communication between Members themselves and between Members and Merchants including to purchase products and/or services, and (iii) facilitate the ability of Members to pay for other Members to follow them on the social network community.

1.1.25 **"Loss"** means any loss, liability, damage, cost, expense, charge, fine, penalty or assessment including the costs and expenses of any action, suit, proceeding, demand, assessment, judgment, settlement or compromise and all interest, punitive damages, fines, penalties and all professional fees and disbursements on a 100 percent, complete indemnity basis.

1.1.26 "**Merchants**" has the meaning in recital B.

1.1.27 "**Open Source Software**" means software: (i) that is distributed as "free software", "open source software" or under a similar licensing or distribution model (including but not limited to the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), the Sun Industry Standards License (SISL) and the Apache License); or (ii) that require that software incorporated into, derived from or distributed with such material be: (a) disclosed or distributed in source code form; (b) be licensed for the purposes of making derivative works; or (c) be redistributable at no charge.

1.1.28 "**Originating Persons**" means all current and former Employees, officers, directors and consultants of KEEK, including, in the case of a consultant that is not an individual, all employees, officers, directors, shareholders and partners of the consultant and all other Persons involved in the development, invention, creation or reduction to practice of the Software.

1.1.29 "**Parties**" means KEEK and Personas, collectively, and "**Party**" means any one of them.

1.1.30 "**Person**" will be broadly interpreted and includes:

1.1.30.1 a natural person, whether acting in his or her own capacity, or in his or her capacity as executor, administrator, estate trustee, trustee or personal or legal representative, and the heirs, executors, administrators, estate trustees, trustees or other personal or legal representatives of a natural person;

1.1.30.2 a corporation or a company of any kind, a partnership of any kind, a sole proprietorship, a trust, a joint venture, an association, an unincorporated association, an unincorporated syndicate, an unincorporated organization or any other association, organization or entity of any kind; and

1.1.30.3 a Governmental Authority.

1.1.31 "**Personas**" is defined in the recital of the Parties above.

1.1.32 "**Sales Taxes**" means all taxes levied on or measured by, or referred to as transfer, registration charges, gross receipt, sales, retail sales, use, consumption, goods and services, harmonized sales, value-added, turnover, excise or stamp, all customs duties, countervail, anti-dumping and special import measures, withholding and all import and export taxes.

1.1.33 "**Software**" is defined in recital A.

1.1.34 "**Third Party Claim**" is defined in Section 6.4.

1.1.35 "**Use**" means to access, use, operate, store, support, maintain, reproduce, copy, rebrand, translate, modify, update, enhance, develop, extend, change, exercise, practise, create derivative works of, market and commercially exploit.

1.2 Certain Rules of Interpretation

1.2.1 In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the words "including" or "includes" in this Agreement is to be construed as meaning "including, without limitation" or "includes, without limitation", respectively.

1.2.2 The division of this Agreement into Articles and Sections, the insertion of headings and the inclusion of a table of contents are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

1.2.3 References in this Agreement to an Article or Section are to be construed as references to an Article or Section of this Agreement unless otherwise specified.

1.2.4 Unless otherwise specified, any reference in this Agreement to any statute includes all regulations and subordinate legislation made under or in connection with that statute at any time, and is to be construed as a reference to that statute as amended, modified, restated, supplemented, extended, re-enacted, replaced or superseded at any time.

1.3 Governing Law

This Agreement is governed by, and is to be construed and interpreted in accordance with, the Laws of the Province of Ontario and the laws of Canada applicable therein.

1.4 Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement. No Party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement.

ARTICLE 2
LICENSE

2.1 License Grant

2.1.1 KEEK hereby grants to Personas a non-exclusive, worldwide, perpetual, irrevocable (except in the case of termination of this Agreement, as set out in Section 7.5), unrestricted and royalty based license to Use the source code and the object code of the Software within the Licensed Field of Use.

2.1.2 The Parties mutually agree that they will not use any names, logos, trademarks, or other proprietary identifiers of the other Party without the prior written consent of the other party.

2.1.3 KEEK represents and warrants that the Software will operate in conformance with its Documentation. Except as aforesaid, Personas acknowledges that the Software is being provided by KEEK on an 'As Is, Where Is" basis, and that KEEK makes no representations as to the quality, design, integrity or fitness for Use of the Software.

2.2 License Fee

2.2.1 In consideration for the License granted in this Agreement, Personas shall pay to KEEK the License Fee. The License Fee for any particular calendar month shall be (i) calculated within the ten (10) day period following the last day of such calendar month, and (ii) paid in full by Personas to KEEK within the thirty (30) day period following the last day of such calendar month (the "**Payment Period**"). All payments in respect of the License Fee shall be made in Canadian dollars, in immediately available funds. Within twenty (20) days of the end of each calendar year, Personas shall provide KEEK with a consolidated statement of its Gross Profits for the preceding calendar year (the "**Statement**").

2.2.2 In the event that Personas does not pay the License Fee for a particular calendar month prior to the expiry of the Payment Period, the license granted pursuant to this Agreement shall be suspended until such payment is made in full. If this Agreement is suspended more than once as a result of Personas' failure to pay the License Fee within the Payment Period, KEEK shall have the right to terminate this Agreement.

2.2.3 KEEK's designated representatives and auditors shall have the right, upon reasonable notice, to inspect the facilities used in connection with Personas' undertakings hereunder and to audit all relevant books and records of Personas, including the Statement, to ensure Personas' compliance with the terms and conditions of this Agreement. Such audits will be conducted during normal business hours. Personas shall co-operate and provide all such assistance in connection with such audit as KEEK or its auditors may reasonably require. The audit will be conducted at KEEK's expense, unless the audit reveals that Personas has breached the terms under this Agreement or has underpaid the amounts owed to KEEK by 2% (two percent) or more, in which case Personas will forthwith reimburse KEEK for all reasonable costs and expenses incurred by KEEK in connection with such audit. Personas shall promptly pay to KEEK any amounts shown by any such audit or audit certificate to be owing.

2.3 Non-Infringement.

Personas agrees that it will not, without the prior written consent of KEEK:

2.3.1 use or copy the Software except as expressly authorized in this Agreement; or

2.3.2 sell, lease, distribute or otherwise disclose, disseminate or transfer the Software or any portion of the Software to third parties.

Personas shall not permit any Person to perform any of the acts set forth above in this Section 2.3.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF KEEK

KEEK represents and warrants to Personas as follows, and acknowledges that Personas is relying upon these representations and warranties in connection with the entering into of this Agreement, despite any investigation made by or on behalf of Personas.

3.1 Corporate Existence of KEEK

KEEK Alberta is a corporation continued into the Province of Alberta, and validly existing under the laws of the Province of Alberta. KEEK Ontario is a corporation formed by amalgamation, and validly existing under the laws of the Province of Ontario.

3.2 Capacity to Enter Agreement

KEEK has all necessary corporate power, authority and capacity to enter into and perform its obligations under this Agreement.

3.3 Binding Obligation

The execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of KEEK. This Agreement has been duly executed and delivered by KEEK and constitutes a valid and binding obligation of KEEK, enforceable against KEEK in accordance with its terms, subject to applicable bankruptcy, insolvency and other Laws of general application limiting the enforcement of creditors' rights generally and to the fact that equitable remedies, including specific performance, are discretionary and may not be ordered in respect of certain defaults.

3.4 Absence of Conflict

Subject to the terms of the KEEK end user agreements with Members and/or its privacy policies, none of the execution and delivery of this Agreement, the performance of KEEK's obligations under this Agreement, or the completion of the transactions contemplated by this Agreement will (with or without the giving of notice or lapse of time, or both):

3.4.1 result in or constitute a breach of any term or provision of, or constitute a default under the articles or by-laws or any resolutions of the board of directors or shareholders of KEEK, or any Contract to which KEEK is a party;

3.4.2 result in the creation or imposition of any Encumbrance on the Software;

3.4.3 contravene any applicable Law; or

3.4.4 contravene any judgment, order, writ, injunction or decree of any Governmental Authority.

3.5 Regulatory Approvals

No authorization, approval, order, consent of, or filing with, any Governmental Authority is required on the part of KEEK in connection with the execution, delivery and performance of this Agreement or any other documents and agreements to be delivered under this Agreement.

3.6 Litigation

3.6.1 Except as disclosed to Personas by KEEK, or as otherwise publicly disclosed by KEEK, there:

3.6.1.1 are no Claims, whether or not purportedly on behalf of KEEK, pending, commenced, or, to the Knowledge of KEEK, threatened, which might involve the possibility of an Encumbrance against the Software; and

3.6.1.2 is no outstanding judgment, decree, order, ruling or injunction relating in any way to the Software or the transactions contemplated by this Agreement.

3.7 Taxes

The License Fee includes all applicable Sales Taxes and Personas will not be responsible for any amounts in connection with this Agreement other than the License Fee, whether described as Sales Taxes or otherwise, to any Person, including KEEK and or any Governmental Authority.

3.8 Residency

KEEK is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

3.9 Performance of Services

KEEK will perform all its services under this Agreement exercising due care and in a good, workmanlike, professional and conscientious manner, using KEEK personnel having the proper expertise, skills, training and professional education to render the services.

3.10 Illicit Code

The Software does not contain, and KEEK will not insert into any Software or Enhancements, any Illicit Code.

3.11 Users

[redacted]

[redacted]

[redacted]

[OMITTED: CONFIDENTIAL INFORMATION REGARDING USERS AS AT JUNE 2015]

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF PERSONAS

Personas represents and warrants to KEEK as follows, and acknowledges that KEEK is relying upon these representations and warranties in connection with the entering into of this Agreement, despite any investigation made by or on behalf of KEEK.

4.1 Corporate Existence of Personas

Personas is a corporation duly incorporated and validly existing under the laws of the Province of Ontario.

4.2 Capacity to Enter Agreement

Personas has all necessary corporate power, authority and capacity to enter into and perform its obligations under this Agreement.

4.3 Binding Obligation

The execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of Personas. This Agreement has been duly executed and delivered by Personas and constitutes a valid and binding obligation of Personas, enforceable against Personas in accordance with its terms, subject to applicable bankruptcy, insolvency and other Laws of general application limiting the enforcement of creditors' rights generally and to the fact that equitable remedies, including specific performance, are discretionary and may not be ordered in respect of certain defaults.

4.4 Absence of Conflict

None of the execution and delivery of this Agreement, the performance of Personas' obligations under this Agreement, or the completion of the transactions contemplated by this Agreement will (with or without the giving of notice or lapse of time, or both):

4.4.1 result in or constitute a breach of any term or provision of, or constitute a default under the articles or by-laws or any resolutions of the board of directors or shareholders of Personas, or any Contract to which Personas is a party;

4.4.2 result in the creation or imposition of any Encumbrance on the Software;

4.4.3 contravene any applicable Law; or

4.4.4 contravene any judgment, order, writ, injunction or decree of any Governmental Authority.

4.5 Regulatory Approvals

No authorization, approval, order, consent of, or filing with, any Governmental Authority is required on the part of Personas in connection with the execution, delivery and performance of this Agreement or any other documents and agreements to be delivered under this Agreement.

4.6 Litigation

There is no outstanding judgment, decree, order, ruling or injunction involving Personas or relating in any way to the transactions contemplated by this Agreement.

ARTICLE 5
SOFTWARE ENHANCEMENT AND EMPLOYEE ALLOCATION

5.1 Personnel Allocation

KEEK agrees to use its commercially reasonable efforts to cause its Employees with the necessary skill and experience to provide services as necessary to assist Personas with the following:

5.1.1 the integration of Personas' technology onto the KEEK platform, including Enhancements, as the case may be;

5.1.2 reasonable telephone and email support (the "**Support**") in the form of advice and counsel on Personas' use of the Software. Support shall be provided from 9:00 am to 5:00 pm (ET), exclusive of those holidays observed by KEEK; and

5.1.3 provide solutions, changes and corrections to the Software as are required to (a) keep the Software conforming in all material respects to applicable Documentation, and (b) correct reported problems that are defects in the Software.

5.2 Advisor Services

KEEK also agrees to use commercially reasonable efforts to cause its Chief Technology Officer (the "**KEEK CTO**") to provide oversight over all efforts by both Parties related to the Enhancements. Until such time as KEEK and Personas agree that such Enhancements are complete, the KEEK CTO will be made available during the hours set out in Section 5.1.2 to meet with Personas on a regular basis, in person or by telephone, to provide an update on the status of the Software Enhancements and any other issues related to this Agreement and to provide such other support services as Personas' Chief Technology Officer may deem necessary or advisable, acting reasonably; provided, however, that such assistance shall be not materially interfere with the regular and usual day-to-day responsibilities and obligations of the KEEK CTO to KEEK.

5.3 Ownership of Software and Enhancements

The Parties acknowledge that any Intellectual Property Rights in and to the Software shall be owned by KEEK, subject to this Section 0. Notwithstanding the foregoing:

5.3.1 The Parties acknowledge and agree that the Enhancements and all Intellectual Property Rights in and to the Enhancements shall be owned by Personas;

5.3.2 To confirm Personas' ownership of the Enhancements, KEEK hereby irrevocably assigns, sells and transfers to Personas, all of KEEK's entire right, title and interest throughout the world in the Enhancements and Intellectual Property Rights contained in the Enhancements as and when created at no additional cost, now and forever, to Personas. KEEK, at its own expense, shall do all necessary things and execute any further assignments, applications or other documents relating to the Enhancements and the Intellectual Property Rights in the Enhancements, which may be requested by Personas, its successors or assigns, from time to time to give effect to the provisions and purposes of the above-mentioned assignment, including ensuring that all Originating Persons who may have contributed to any of the Intellectual Property Rights in the Enhancements waive their moral rights in respect of the Enhancements and execute appropriate assignment and confidentiality agreements;

5.3.3 If KEEK refuses to sign any document necessary to assign, perfect, record or acknowledge Personas' ownership of the Enhancements, KEEK hereby irrevocably designates and appoints Personas and its authorized officers as its attorneys-in-fact, with full power of substitution, to act for and in behalf of and instead of the KEEK to execute and file any such document of this Section with the same legal force and effect as if executed by the KEEK; and

5.3.4 KEEK will not file any application, and will not contest any application filed by Personas, in any jurisdiction, for the registration of any Intellectual Property Rights arising out of the Enhancements.

ARTICLE 6
INDEMNIFICATION

6.1 Mutual Indemnifications for Breaches of Warranty, etc.

Subject to the remaining provisions of this Article 6, Personas and KEEK each agrees that if it breaches any covenant, representation or warranty contained in this Agreement, or in any other agreement or document delivered pursuant to this Agreement, it will indemnify and hold harmless the other Party and the other Party's directors, officers and employees from and against the full amount of any Loss which the other Party or the other Party's directors, officers or employees may suffer as a result of that failure, (the Party or other indemnified Person making a Claim for indemnification under any provision of this Article 6 being the "**Indemnified Party**", and the Party providing indemnification being the "**Indemnifying Party**" for the purposes of this Article 6); except, in each case, to the extent such Loss results from the negligence or willful misconduct of any Indemnified Party or the breach by any Indemnified Party of any warranty, representation, covenant or agreement made by it under this Agreement.

6.2 Specific Indemnity of KEEK

6.2.1 KEEK will indemnify and hold harmless Personas and Personas' directors, officers and employees from and against all Losses resulting from Claims, including Third Party Claims, alleging that the possession or Use within the Licensed Field of Use of the Software infringes or misappropriates the Intellectual Property Rights of any other Person.

6.2.2 KEEK is not obligated to indemnify or defend Personas (and any of its officers, directors, employees, agents, and successors) or be liable for any Claims pursuant to Section 6.2.1 to the extent the finding of infringement is based on: (i) Personas' design, ideas, specifications, modification or misuse of the Software (unless done or made by Personas in compliance with KEEK's specifications or directions), (ii) Personas' combination, operation, or use of the Software with hardware, data, software, or technology not listed in the specifications for such Software; (iii) Personas' failure to abide by any and all applicable Law, (iv) Personas' failure to use any corrections or enhancements made available by KEEK; (v) Personas' distribution, marketing or Use of the Software for the benefit of third parties (which, for clarity, shall not include Use of the Software for its intended Use within the Licensed Field of Use), (vi) Personas' negligence or willful misconduct, (vii) information, direction, specification or materials provided by Personas or any third party not under KEEK's direction, or (viii) that relate to the Open Source Software used in the Software.

6.3 Specific Indemnity of Personas

6.3.1 Personas will indemnify and hold harmless KEEK and KEEK's directors, officers and employees ("**KEEK Indemnitee**") from and against all Losses resulting from Claims, including Third Party Claims that:

6.3.1.1 allege that the possession or Use of the Enhancements infringes the Intellectual Property Rights of any other Person; or

6.3.1.2 are in any way based on Personas' wilful misconduct or negligent use of the Software, or any violation, breach or infringement by Personas of KEEK's Intellectual Property Rights in and to the Software,

except, in each case, to the extent such Loss results from the negligence or willful misconduct of any KEEK Indemnitee or the breach by any KEEK Indemnitee of any warranty, representation, covenant or agreement made by it under this Agreement.

6.4 Limitations Indemnification

6.4.1 The indemnification obligations of each of KEEK and Personas pursuant to Section 6.1, are limited to the amount of the License Fee paid or payable by Personas to KEEK at the time the Indemnity Claim is made.

6.4.2 The indemnification obligation of (i) KEEK pursuant to Section 6.2.1; and (ii) Personas pursuant to Section 6.3 shall have no monetary limitation.

6.5 Notice of Claim

If an Indemnified Party becomes aware of a Loss or potential Loss in respect of which the Indemnifying Party has agreed to indemnify it under this Agreement, the Indemnified Party will promptly give written notice (an "**Indemnity Notice**") of its Claim or potential Claim for indemnification (an "**Indemnity Claim**") to the Indemnifying Party. An Indemnity Notice must specify whether the Indemnity Claim arises as the result of a Claim made against the Indemnified Party by a Person who is not a Party (a "**Third Party Claim**") or as a result of a Loss that was suffered directly by a Party, and must also specify with reasonable particularity (to the extent that the information is available):

6.5.1 the factual basis for the Indemnity Claim; and

6.5.2 the amount of the Indemnity Claim, if known.

If, through the fault of the Indemnified Party, the Indemnifying Party does not receive an Indemnity Notice of an Indemnity Claim in time effectively to contest the determination of any liability capable of being contested, the Indemnifying Party will be entitled to set off against the amount claimed by the Indemnified Party the amount of any Loss incurred by the Indemnifying Party resulting from the Indemnified Party's failure to give an Indemnity Notice on a timely basis.

6.6 Time Limits for Notice

6.6.1 Subject to Section 6.6.2, no Indemnity Claim may be made under Section 6.1 or 6.2, unless an Indemnity Notice of that Indemnity Claim is delivered to the Indemnifying Party within six (6) years after the date hereof.

6.6.2 An Indemnity Notice of a Third Party Claim or an Indemnity Claim made under Section 6.3 may be delivered to the Indemnifying Party at any time after such Third Party Claim arises.

6.7 Third Party Indemnification

To ensure that the indemnities provided by each of KEEK and Personas to the other's directors, officers and employees are enforceable, it is agreed by the Parties that each of KEEK and Personas is acting as agent for its respective directors, officers and employees with respect to the indemnities intended to be given to those directors, officers and employees under this Article 6. Each of KEEK and Personas agrees that it will hold any right to indemnification that any director, officer or employee is intended to have under this Article in trust for that director, officer or employee, and that funds received by KEEK or Personas in respect of any Claims by any director, officer or employee will be held in trust for that director, officer or employee.

6.8 Intellectual Property Rights Violations

Personas acknowledges and agrees that a violation of KEEK's Intellectual Property Rights by Personas or by any Person who has access to the Software as a result of the license granted to Personas pursuant to his Agreement would cause KEEK serious and irreparable harm. In the event that Personas or any Person who has access to the Software as a result of the license granted to Personas pursuant to his Agreement infringes or threatens to infringe KEEK's Intellectual Property Rights in and to the Software, Personas agrees that KEEK is entitled to immediate injunctive relief to prevent or restrain such infringement.

6.9 Warnings And Disclaimers

Personas must ensure that the Software is used only by personnel properly trained with the Software and that users at all times comply with all instructions given by KEEK for the use of the Software. Notwithstanding anything to the contrary contained in this Agreement, KEEK is not liable for any Loss of any nature caused due to improper or unauthorized use of the Software, except, in each case, to the extent such Loss results from the negligence or willful misconduct of any KEEK Indemnitee or the breach by any KEEK Indemnitee of any warranty, representation, covenant or agreement made by it under this Agreement.

6.10 Disclaimer of Warranties.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION, WARRANTY OR CONDITION TO THE OTHER PARTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.11 Limitation of Liability.

EXCEPT FOR BREACH OF ARTICLE 7.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST SAVINGS, OR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THIS SECTION 6.11 SHALL NOT BE CONSTRUED TO LIMIT EITHER PARTY'S INDEMNIFICATION OBLIGATIONS WITH RESPECT TO THIRD PARTY CLAIMS UNDER THIS Article 6.

ARTICLE 7
GENERAL

7.1 Confidentiality and Non-Disclosure

7.1.1 The Parties acknowledge and agree that it will be necessary for each of them and their employees, contractors, agents, and professional advisors to disclose or make available to each other Confidential Information, and that some such information may already have been disclosed prior to the date of this Agreement. "**Confidential Information**" means: (a) as to either Party, technical information, materials, data, reports, programs, documentation, diagrams, ideas, concepts, techniques, processes, inventions, knowledge, know-how, and trade secrets that are developed or acquired by such Party, whether in tangible or intangible form, in any specific form or media, or disclosed orally; (b) as to either Party, information and data relating to or describing such Party's marketing and advertising methods, projections, forecasts, strategies, budgets, lists of business development contracts, practices, personnel, agents, subcontractors, clients, products, services, orders, business, financials, costs, or margins that is not generally known by others in the same line of business; (c) as to either Party, this Agreement and the terms and conditions hereof; and (d) as to either Party, records, data, information and other materials in the possession or control of either Party, or created, collected, processed, handled, stored, transmitted, or received, in any form or media, in connection with this Agreement, the disclosure of which is prohibited, whether by law, statute, governmental regulation, or ordinance. Personas acknowledges and agrees that the Software, the Intellectual Property associated with the Software and all documentation provided by KEEK in connection with the Software are included within the Confidential Information of KEEK. KEEK acknowledges and agrees that the Enhancements, the Intellectual Property associated with the Enhancements and all documentation provided by either Party in connection with the Enhancements are included within the Confidential Information of Personas.

7.1.2 During and for an indefinite period after the term of this Agreement, each of the Parties agrees: (a) to use commercially reasonable efforts to protect the Confidential Information of the other Party from unauthorized use or disclosure, and to use at least the same degree of care with regard thereto as it uses to protect its own Confidential Information of a like nature, but in no event less than a reasonable degree of care; (b) not to use and reproduce the Confidential Information (including any de-identified or aggregated data sets of such Confidential Information) of the other Party for any purpose other than (and only) as permitted under this Agreement and as needed to perform its duties and exercise its rights hereunder; (c) not to disclose or otherwise permit access to the Confidential Information of the other Party to any third party without the disclosing Party's prior written consent, and then only to the extent reasonably required to accomplish the intent of this Agreement; and (d) to ensure that its employees, contractors, agents, and professional advisors participating in the performance of this Agreement are advised of the confidential nature of the Confidential Information of the other Party, that they are prohibited from using or copying the Confidential Information of the other Party for any purpose other than performing their obligations and exercising their rights under this Agreement, from revealing the Confidential Information of the other Party for any other purpose whatsoever, and from taking any action prohibited to either Party under this Section 7.1.

7.1.3 Personas may disclose Confidential Information of KEEK that is available on SEDAR, or otherwise publicly available at the time of such disclosure, to (a) third parties if and to the extent such disclosure is reasonably necessary in connection with due diligence or similar investigations by such third parties, and (b) potential third party investors in confidential financing documents, provided, in each case, that any such third party agrees to be bound by reasonable obligations of confidentiality and non-use; provided, however, that should Personas wish to disclose, to third parties in connection with a due diligence exercise or potential investment, Confidential Information of KEEK that is not publicly available or that is proprietary to KEEK, Personas shall submit to KEEK the proposed confidentiality or non-disclosure agreement that that such third party will sign for KEEK's approval, such approval not to be unreasonably withheld.

7.1.4 In the event that either Party or any of its directors, officers, managers, members, partners, or employees is required by law, regulation, securities exchange requirement, deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar process to disclose any of the Confidential Information of the other Party, such compelled Party or any such person may disclose only that portion of the Confidential Information of the other Party that such Party or such person is legally required to disclose. If legally permitted, a Party shall first provide notice to the other Party of any such process requiring such disclosure upon receipt thereof in order to provide the other Party with the opportunity to petition the court or administrative body to prevent such disclosure.

7.1.5 Upon termination of this Agreement for any reason whatsoever, the Parties will promptly cease to use the Confidential Information of the other Party and will return to each other all materials that were delivered to each Party by the other with respect to this Agreement, including, but not limited to, all tangible forms of Confidential Information and any copies thereof. For greater clarity, upon any termination of this Agreement KEEK will immediately stop using any developments, Enhancements and Confidential Information disclosed by Personas to KEEK and remove any such developments, Enhancements and Confidential Information from KEEK's product or service offerings and from any Software that may be embedded or included within, linked to or otherwise related thereto. Furthermore, upon the return thereof, each Party shall cause one of its officers or principals to certify to the other Party in writing that that Party has complied with this Section 7.1.

7.1.6 Neither Party shall use the other Party's name or the names of the other Party's employees in any advertising or sales promotional material without prior written permission of the other Party. In addition, neither Party shall use the other Party's name or the names of the other Party's employees in any press release or other public statement without prior written permission of the other Party, unless required to comply with applicable court orders, applicable laws, rules or regulations, or the listing rules of any exchange on which the Party's securities are traded.

7.2 Submission to Jurisdiction

Each of the Parties irrevocably and unconditionally submits and attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario to determine all issues, whether at law or in equity arising from this Agreement. The parties agree that in the event that any dispute between the parties concerning the enforcement or performance of this Agreement the prevailing party shall be entitled to recover its costs including attorney fees incurred in pursuing such litigation.

7.3 Payment and Currency

Any money to be advanced, paid or tendered by one Party to another under this Agreement must be advanced, paid or tendered by bank draft, certified cheque or wire transfer of immediately available funds payable to the Person to whom the amount is due. Unless otherwise specified, the word "dollar" and the "$" sign refer to lawful currency of Canada, and all amounts to be advanced, paid, tendered or calculated under this Agreement are to be advanced, paid, tendered or calculated in lawful currency of Canada.

7.4 Notices

Any Communication must be in writing and either:

7.4.1 delivered personally or by courier; or

7.4.2 transmitted by e-mail or functionally equivalent electronic means of transmission, charges (if any) prepaid.

Any Communication must be sent to the intended recipient at its address as follows:

[redacted]

[OMITTED: PERSONAL CONTACT INFORMATION OF REPRESENTATIVES]

or at any other address as any Party may at any time advise the other by Communication given or made in accordance with this Section 7.4. Any Communication delivered to the Party to whom it is addressed will be deemed to have been given or made and received on the day it is delivered at that Party's address, provided that if that day is not a Business Day then the Communication will be deemed to have been given or made and received on the next Business Day. Any Communication transmitted by e-mail or other functionally equivalent electronic means of transmission will be deemed to have been given or made and received on the day on which it is transmitted; but if the Communication is transmitted on a day which is not a Business Day or after 5:00 p.m. (local time of the recipient), the Communication will be deemed to have been given or made and received on the next Business Day.

7.5 Termination

7.5.1 Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice, except that this Agreement may be terminated upon not less than thirty (30) days' written notice, with no ability to cure, in the event of: (a) a breach related to either Party's obligations under Section 7.1; or (b) if Personas permits the Use of the Software in any way by or for the benefit of third parties (which, for clarity, shall not include Use of the Software for its intended Use within the Licensed Field of Use), which in no event shall be subject to a cure period.

7.5.2 Either Party may terminate this Agreement upon not less than 120 days written notice for any reason whatsoever, or in the event that the other Party: (i) ceases to do business in the normal course; (ii) KEEK Alberta becomes the subject of any proceeding relating to bankruptcy, insolvency, receivership, liquidation, or composition for the benefit of creditors, whether voluntary or involuntary, if such petition or proceeding is not dismissed within sixty (60) days of filing; (iii) KEEK Alberta makes an assignment of any material portion of its assets for the benefit of creditors; (iv) KEEK Ontario becomes the subject of any proceeding relating to bankruptcy, insolvency, receivership, liquidation, or composition for the benefit of creditors, whether voluntary or involuntary, if (A) such petition or proceeding is not dismissed within sixty (60) days of filing; or (B) all of KEEK Ontario's Intellectual Property assets have not been acquired by or transferred to KEEK Alberta within sixty (60) days of filing; or (v) KEEK Ontario makes an assignment of any material portion of its assets for the benefit of creditors except in the case of an assignment of its assets, including all of its Intellectual Property assets, to KEEK Alberta.

7.5.3 KEEK may terminate this Agreement immediately in accordance with Section 2.2.2.

7.5.4 Upon termination or expiry of this Agreement: (i) the license granted to Personas pursuant to this Agreement is automatically revoked and Personas must remove all copies of the Software from its systems and KEEK will remove all copies of any Enhancements from its systems within thirty (30) days of the date of termination; (ii) KEEK reserves the right to deactivate, upon termination of this Agreement, all license keys issued to Personas in connection with the Software; (iii) KEEK shall immediately cease providing the services as set out in Sections 5.1 and 5.2; (iv) all of Personas' unpaid payment obligations accrued under this Agreement shall immediately become due and payable; (v) within fifteen (15) days after such termination, each Party shall return to the other Party (or destroy, in the case of electronic records) all embodiments of the Confidential Information of the other Party in its possession or control (including all copies thereof), except as required to comply with any applicable legal or accounting record keeping requirement; and (vi) KEEK shall immediately deliver up to Personas all Enhancements in source code and object code format (including all work in progress) and which has not previously been delivered.

7.5.5 Neither expiration nor any termination of this Agreement shall relieve either Party of any obligation or liability accruing prior to such expiration or termination, nor shall expiration or any termination of this Agreement preclude either Party from pursuing all rights and remedies it may have under this Agreement, at law or in equity, with respect to breach of this Agreement. In addition, Article 1, Article 3, Article 4, Article 6, Article 7 and Section 0 shall survive expiration or termination of this Agreement.

7.6 Relationship

Nothing in this Agreement will make or be construed to make the Parties partners or agents of each other or to create any other relationship by which the acts of any Party may bind the others or result in any liability to the other.

7.7 Remedies not Exclusive

The remedies provided to the Parties under this Agreement are cumulative and not exclusive to each other, and any such remedy will not be deemed or construed to affect any right which any of the Parties is entitled to seek at law, in equity or by statute.

7.8 Further Assurances

Each Party will, at that Party's own cost and expense, execute and deliver any further agreements and documents and provide any further assurances, undertakings and information as may be reasonably required by the requesting Party to give effect to this Agreement and, without limiting the generality of this Section 7.6, will do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide any assurances, undertakings and information as may be required at any time by all Governmental Authorities.

7.9 Amendment and Waiver

No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any Section of this Agreement is binding unless it is in writing and executed by the Party to be bound. No waiver of, failure to exercise or delay in exercising, any Section of this Agreement constitutes a waiver of any other Section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

7.10 Assignment and Enurement

Neither this Agreement nor any right or obligation under this Agreement may be assigned or sublicensed by either Party without the prior written consent of the other Party. This Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns. KEEK shall not transfer, distribute, sell, assign, license, or sublicense any portion of the Software, without subjecting the portion of the Software being so dealt with to the conditions and restrictions provided in this Agreement.

7.11 Severability

Each Section of this Agreement is distinct and severable. If any Section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that Section, in whole or in part, will not affect:

7.11.1 the legality, validity or enforceability of the remaining Sections of this Agreement, in whole or in part; or

7.11.2 the legality, validity or enforceability of that Section, in whole or in part, in any other jurisdiction.

7.12 Counterparts and Electronic Delivery

This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which will be an original, and each of which may be delivered by e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

7.13 Electronic Delivery

Delivery of this Agreement by e-mail or other functionally equivalent electronic means of transmission constitutes valid and effective delivery.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF the parties have caused this Agreement to be signed as of the Effective Date.

PERSONAS.COM CORPORATION

Per: ______________________
Name: Mark Itwaru
Title: President and CEO

KEEK INC.

Per: [illegible]
Name: [illegible]
Title: [illegible]

KEEK INC.

Per: [illegible]
Name: Alex Macdonald
Title: CFO

IN WITNESS WHEREOF the parties have caused this Agreement to be signed as of the Effective Date.

PERSONAS.COM CORPORATION

Per:
Name: Mark Itwaru
Title: President and CEO

KEEK INC.

Per: ______________________________
Name:
Title:

KEEK INC.

Per: ______________________________
Name:
Title:

SCHEDULE A
SOFTWARE DESCRIPTION

[redacted]

[OMITTED: CONFIDENTIAL TECHNICAL INFORMATION REGARDING THE SOFTWARE AND ADVERTISING PLATFORMS AS OF AUGUST 2015]

AMENDMENT NO. 1

TO

TECHNOLOGY PLATFORM LICENSE AGREEMENT

THIS AMENDMENT NO. 1 TO TECHNOLOGY PLATFORM LICENSE AGREEMENT (this "**Amending Agreement**") is made as of this 18th day of October, 2016,

BETWEEN:

PERSONAS.COM CORPORATION, with offices at 184 Front Street East, Suite 701, Toronto, Ontario M5A 4N3 ("**Personas**")

– and –

KEEK INC., an Alberta corporation with offices at 184 Front Street East, Suite 701, Toronto, Ontario M5A 4N3 ("**KEEK Alberta**")

– and –

KEEK INC., an Ontario corporation with offices at 184 Front Street East, Suite 701, Toronto, Ontario M5A 4N3 ("KEEK Ontario" together with KEEK Alberta, "**KEEK**")

RECITALS:

A. Personas and KEEK entered into the Technology Platform License Agreement dated August 14, 2015 (the "**License Agreement**"), and the parties now wish to amend certain terms and conditions of the License Agreement pursuant to the terms of this Amending Agreement (the License Agreement, together with the Amending Agreement, being collectively, the "**Agreement**").

NOW THEREFORE KEEK and Personas, in consideration of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency which is acknowledged by the parties, hereby agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

All capitalized terms which are used herein without being specifically defined herein shall have the meaning ascribed thereto in the License Agreement.

ARTICLE 2
AMENDMENTS TO LICENSE AGREEMENT

2.1 Changes to Definitions

2.1.1 The definition of **Gross Profits** in Section 1.1.12 is hereby deleted in its entirety and replaced with the following placed in its stead:

(1.1.12) ""**Gross Profits**" means the total of all revenues received by Personas, or any of its affiliates or subcontractors from the Use by Personas of the Software. For the avoidance of doubt, "Gross Profits" shall be calculated without any deduction for any general overhead, administrative, management or supervision costs, fees or expenses incurred by Personas."

2.1.2 The definition of **License Fee** in Section 1.1.23 is hereby deleted in its entirety and replaced with the following placed in its stead:

(1.1.23) ""**License Fee**" means a royalty equal to 30% of the Gross Profits."

2.2 Changes to Article 5

2.2.1 Section 5.2 is hereby deleted in its entirety and replaced with the following in its stead:

(5.2) "[Intentionally Deleted.]"

2.2.2 A new Section 5.4 is hereby added to the License Agreement as follows:

(5.4) "**Customer Care and Marketing**. KEEK agrees to be responsible for and to pay the costs of customer care and marketing expenses associated with the Use and promotion of the Software as determined to be commercially reasonable by Keek."

2.3 Changes to Article 7

2.3.1 Section 7.4.2 is hereby deleted in its entirety and replaced with the following placed in its stead:

(7.4.2) "transmitted by e-mail or functionally equivalent electronic means of transmission, charges (if any) prepaid.

Any Communication must be sent to the intended recipient at its address as follows:

[redacted]

[OMITTED: PERSONAL CONTACT INFORMATION OF REPRESENTATIVES] or at any other address as any Party may at any time advise the other by Communication given or made in accordance with this Section 7.4. Any Communication delivered to the Party to whom it is addressed will be deemed to have been given or made and received on the day it is delivered at that Party's address, provided that if that day is not a Business Day then the Communication will be deemed to have been given or made and received on the next Business Day. Any Communication transmitted by e-mail or other functionally equivalent electronic means of transmission will be deemed to have been given or made and received on the day on which it is transmitted; but if the Communication is transmitted on a day which is not a Business Day or after 5:00 p.m. (local time of the recipient), the Communication will be deemed to have been given or made and received on the next Business Day."

2.3.2 Section 7.5.2 is hereby deleted in its entirety and replaced with the following placed in its stead:

(7.5.2) "Either Party may terminate this Agreement in the event that the other Party: (i) ceases to do business in the normal course; (ii) KEEK Alberta becomes the subject of any proceeding relating to bankruptcy, insolvency, receivership, liquidation, or composition for the benefit of creditors, whether voluntary or involuntary, if such petition or proceeding is not dismissed within sixty (60) days of filing; (iii) KEEK Alberta makes an assignment of any material portion of its assets for the benefit of creditors; (iv) KEEK Ontario becomes the subject of any proceeding relating to bankruptcy, insolvency, receivership, liquidation, or composition for the benefit of creditors, whether voluntary or involuntary, if (A) such petition or proceeding is not dismissed within sixty (60) days of filing; or (B) all of KEEK Ontario's Intellectual Property assets have not been acquired by or transferred to KEEK Alberta within sixty (60) days of filing; or (v) KEEK Ontario makes an assignment of any material portion of its assets for the benefit of creditors except in the case of an assignment of its assets, including all of its Intellectual Property assets, to KEEK Alberta."

ARTICLE 3
MISCELLANEOUS

3.1 Future References to the License Agreement.

On and after the date of this agreement, each reference in the License Agreement to "this Agreement", "hereunder", "hereof", or words of like import referring to the License Agreement, and each reference in any related document to the "License Agreement", "thereunder", "thereof", or words of like import referring to the License Agreement, shall mean and be a reference to the License Agreement as amended hereby. The License Agreement, as amended hereby, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. The Parties confirm that this Amending Agreement replaces any other agreement between the Parties which may have been negotiated and/or executed prior to the date of this Amending Agreement.

3.2 Governing Law.

This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

3.3 Enurement.

This agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

3.4 Conflict.

If any provision of this agreement is inconsistent or conflicts with any provision of the License Agreement, the relevant provision of this Amending Agreement shall prevail and be paramount.

3.5 Further Assurances.

Each Party will, at that Party's own cost and expense, execute and deliver any further agreements and documents and provide any further assurances, undertakings and information as may be reasonably required by the requesting Party to give effect to this Amending Agreement.

3.6 Counterparts and Electronic Delivery

This Amending Agreement may be executed and delivered by the Parties in one or more counterparts, each of which will be an original, and each of which may be delivered by e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

3.7 Electronic Delivery

Delivery of this Amending Agreement by e-mail or other functionally equivalent electronic means of transmission constitutes valid and effective delivery.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF the parties have caused this Amending Agreement to be signed as of the date first above written.

PERSONAS.COM CORPORATION

Per: ______________________

Name: Mark Itwaru

Title: President and CEO

KEEK INC.

Per: ______________________

Name: WILLIAM LAVIN

Title: DIRECTOR

KEEK INC.

Per: ______________________

Name: Alex Macdonald

Title: CFO