

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

**IN RE:**

**HIPCRICKET, INC.<sup>1</sup>**

**Debtor.**

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**CASE NO. 15-10104-LSS**

**Chapter 11**

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**AMENDED PLAN OF REORGANIZATION OF THE DEBTOR  
DATED MARCH 31, 2015, AS MODIFIED**

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<sup>1</sup> The last four digits of the Debtor's tax identification number are 2076. The location of the Debtor's headquarters and the service address for the Debtor is 110 110th Avenue NE, Suite 410, Bellevue, WA 98004.

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**EXHIBITS TO THE PLAN**

Glossary of Defined Terms .....	Exhibit A
Schedule of Assumed Contracts and Unexpired Leases .....	Exhibit B

Hipcricket, Inc., the Debtor and Debtor-in-Possession in the above-referenced Bankruptcy Case, and ESW Capital, LLC, in its capacity as the Plan Sponsor, jointly propose the Amended Plan of Reorganization of the Debtor dated March 31, 2015, as modified. Reference is made to the Disclosure Statement Pursuant to 11 U.S.C. § 1125 in Support of the Amended Plan of Reorganization of the Debtor for a discussion of the Debtor's history, business, property and results of operations, and for a summary of the Plan and certain related matters.

All Creditors are encouraged to read the Plan and the Disclosure Statement in their entirety before voting to accept or reject the Plan. No materials, other than the Disclosure Statement and any exhibits and schedules attached thereto or referenced therein, have been approved by the Proponents for use in soliciting acceptances or rejections of the Plan.

For avoidance of doubt, the Plan applies and preserves the maximum global jurisdiction possible under applicable U.S. law, including, without limitation, over the assets of the Debtor wherever located. The Plan is also consistent with and implements the decisions of the Bankruptcy Court that are described in the Disclosure Statement.

## **ARTICLE I SUMMARY OF THE PLAN**

An overview of the Plan is set forth in the Disclosure Statement. Generally, the Plan provides for (1) the reorganization of the Debtor by retiring, cancelling, extinguishing and/or discharging the Debtor's prepetition equity interests and issuing New Equity to the Plan Sponsor and to the DIP Lender, to the extent that it exercises the Subscription Option, and (2) the distribution of Cash and rights to certain litigation recoveries to holders of Allowed Claims in accordance with the priority scheme established by the Bankruptcy Code.

The reorganization of the Debtor and its estate described herein will be implemented via (1) issuance of a portion of New Equity to ESW Capital, LLC or an affiliate, in its capacity as the Plan Sponsor, in exchange for the Consideration; (2) receipt of a portion of the New Equity by ESW Capital, LLC, in its capacity as DIP Lender, pursuant to the Subscription Option; (3) distribution of the Consideration to the Creditors; and (4) creation of the Distribution Trust to pursue certain avoidance claims and causes of action for the benefit of Creditors.

## **ARTICLE II DEFINITIONS, RULES OF INTERPRETATION, AND CONSTRUCTION OF TERMS**

2.1. All capitalized terms not defined elsewhere in the Plan shall have the meanings assigned to them in the Glossary of Defined Terms attached as Exhibit A to the Plan. Any capitalized term used in the Plan that is not defined herein has the meaning ascribed to that term in the Bankruptcy Code and/or Bankruptcy Rules.

2.2. For purposes of the Plan, any reference in the Plan to an existing document or exhibit filed or to be filed means that document or exhibit as it may have been or may be amended, supplemented, or otherwise modified.

2.3. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to the Plan as a whole and not to any particular section, subsection or clause contained in the Plan, unless the context requires otherwise. Whenever from the context it appears appropriate, each term stated in either the singular or the plural includes the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender include the masculine, feminine and the neuter. The section headings contained in the Plan are for reference purposes only and shall not affect in any way the meaning or interpretation of the Plan.

2.4. Captions and headings to articles, sections and exhibits are inserted for convenience of reference only and are not intended to be part of or to affect the interpretation of the Plan.

2.5. The rules of construction set forth in section 102 of the Bankruptcy Code shall apply.

2.6. In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

### **ARTICLE III DESIGNATION OF CLAIMS AND INTERESTS**

#### **3.1 Summary**

Pursuant to section 1122 of the Bankruptcy Code, a Claim or Equity Interest is placed in a particular Class for purposes of voting on the Plan and receiving Distributions under the Plan only to the extent (i) the Claim or Equity Interest qualifies within the description of that Class; (ii) the Claim or Equity Interest is an Allowed Claim or Allowed Equity Interest in that Class, and is classified in another Class or Classes to the extent that any remainder of the Claim or Equity Interest qualifies within the description of such other Class or Classes; and (iii) the Claim or Equity Interest has not been paid, released, or otherwise compromised before the Effective Date. A Claim or Equity Interest which is not an Allowed Claim or Allowed Equity Interest, including a Disputed Claim, is not in any Class, and, notwithstanding anything to the contrary contained in the Plan, no Distribution shall be made on account of any Claim or Equity Interest which is not an Allowed Claim or Allowed Equity Interest. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Professional Compensation Claims, and Priority Tax Claims are not classified under the Plan and are excluded from the following Classes.

#### **3.2 Identification of Classes**

The following is a designation of the classes of Claims and Equity Interests under the Plan.

- Class 1: Secured Claims
- Class 2: Priority Unsecured Non-Tax Claims
- Class 3: General Unsecured Claims
- Class 4: Subordinated Claims

Class 5: Equity Interests

### **3.3 Unimpaired Classes**

Classes 1 and 2 are unimpaired under the Plan. Under section 1126(f) of the Bankruptcy Code, holders of Claims in Classes 1 and 2 are conclusively presumed to have accepted the Plan and are therefore not entitled to vote to accept or reject the Plan.

### **3.4 Impaired Classes/Entitled to Vote**

Class 3 is impaired under the Plan. Holders of Claims in Class 3 are entitled to vote to accept or reject the Plan.

### **3.5 Impaired Classes/Not Entitled to Vote**

Holders of Subordinated Claims in Class 4 and Holders of Allowed Equity Interests in Class 5 will not receive Distributions on account of such Claims under the Plan. Under section 1126(g) of the Bankruptcy Code, holders of Subordinated Claims in Class 4 and Holders of Allowed Equity Interests in Class 5 are conclusively presumed to have rejected the Plan, and therefore the Proponents will not solicit their votes.

### **3.6 Elimination of Classes for Voting Purposes**

Any Class of Claims or Equity Interests that is not occupied as of the date of the commencement of the Confirmation Hearing by an Allowed Claim, an Allowed Equity Interest, or a Claim or Equity Interest temporarily allowed under Rule 3018 of the Bankruptcy Rules shall be deemed deleted from the Plan for purposes of voting on acceptance or rejection of the Plan by such Class under section 1129(a)(8) of the Bankruptcy Code.

### **3.7 Controversy Concerning Classification, Impairment or Voting Rights**

In the event a controversy or dispute should arise involving issues related to the classification, impairment or voting rights of any Creditor or Interest Holder under the Plan, whether before or after the Confirmation Date, the Bankruptcy Court may, after notice and a hearing, determine such controversy. Without limiting the foregoing, the Bankruptcy Court may estimate for voting purposes (i) the amount of any contingent or unliquidated Claim the fixing or liquidation of, as the case may be, would unduly delay the administration of the Bankruptcy Case and (ii) any right to payment arising from an equitable remedy for breach of performance.

## **ARTICLE IV TREATMENT OF UNCLASSIFIED CLAIMS**

### **4.1 Administrative Claims**

(a) General: Except with regards to the Ordinary Course Liabilities, including Allowed DIP Claim, subject to the bar date provisions herein, unless otherwise agreed to by the parties, each holder of an Allowed Administrative Claim shall receive, from the Consideration,

Cash equal to the unpaid portion of such Allowed Administrative Claim within ten (10) days after the later of (a) the Effective Date, (b) the Allowance Date, or (c) such date as is mutually agreed upon by the Proponents and the holder of such Claim.

(b) Allowed DIP Claims: The DIP Claim is Allowed in full. (i) Pursuant to the Subscription Option, the DIP Lender, as a Qualified Ordinary Course Creditor, shall have the option, on account of being the holder of the Allowed DIP Claim, to exchange a total of up to \$3,000,000 in satisfaction of such amount of its Allowed Claim for up to a total of 600 shares, equal to 60 percent, of the issued New Equity, at a rate of \$5,000 of its Allowed DIP Claim for one (1) share of New Equity, and (ii) the DIP Lender, on account of being the holder of the Allowed DIP Claim, shall receive, from the Consideration, payment in Cash of the remaining amount of the Allowed DIP Claim after the DIP Lender has exercised the Subscription Option to receive its share of the New Equity. On the Effective Date, all liens and interests granted in exchange for the DIP Note shall be deemed discharged, cancelled, and released and shall be of no further force and effect. The Consideration payable by the Plan Sponsor under the Plan shall be reduced on a dollar-for-dollar basis to reflect any and all Claims exchanged for New Equity pursuant to the Subscription Option.

(c) Payment of Statutory Fees: All fees payable pursuant to 28 U.S.C. § 1930 shall be paid in Cash equal to the amount of such Administrative Claim when due or no later than the Effective Date. Postpetition U.S. Trustee fees and post-confirmation reports shall be paid and filed as required by 28 U.S.C. § 1930 until the Bankruptcy Case is closed, converted or dismissed, and failure to do either timely is a material default pursuant to section 1112 of the Bankruptcy Code.

(d) Bar Date for Administrative Claims:

(i) General Provisions: Except as otherwise provided in this Article IV, requests for payment of Administrative Claims must be included within an application (setting forth the amount of, and basis for, such Administrative Claims, together with documentary evidence) and Filed and served on respective counsel for the Debtor and Plan Sponsor no later than ten (10) days after the Confirmation Hearing or by such earlier deadline governing a particular Administrative Claim contained in an order of the Bankruptcy Court entered before the Effective Date. Holders of Administrative Claims (including, without limitation, professionals requesting compensation or reimbursement of expenses and the holders of any Claims for federal, state or local taxes) that are required to File a request for payment of such Claims and that do not File such requests by the applicable bar date specified in this section shall be forever barred from asserting such Claims against the Debtor or any of its property. Requests for payments of Administrative Claims included within a proof of claim are of no force and effect, and are disallowed in their entirety as of the Confirmation Date unless such Administrative Claim is subsequently Filed in a timely fashion as provided herein.

(ii) Professionals: All professionals or other entities requesting compensation or reimbursement of expenses pursuant to sections 327, 328, 330, 331, 503(b) and 1103 of the Bankruptcy Code for services rendered before the Effective Date (including, without limitation, any compensation requested by any professional or any other entity for making a

substantial contribution in the Bankruptcy Case) shall File and serve on the Reorganized Debtor and Post-Confirmation Service List an application for final allowance of compensation and reimbursement of expenses no later than thirty (30) days after the Effective Date. Objections to applications of professionals for compensation or reimbursement of expenses must be filed and served on the Reorganized Debtor, the U.S. Trustee, and the professionals to whose application the objections are addressed no later than twenty-one (21) days after the date the application is filed, or the Bankruptcy Court may enter an order authorizing the fees without a hearing. Any professional fees and reimbursements or expenses incurred by the Reorganized Debtor subsequent to the Effective Date may be paid without application to the Bankruptcy Court.

(iii) **Tax Claims:** All requests for payment of Administrative Claims and other Claims by a Governmental Unit for taxes (and for interest and/or penalties related to such taxes) for any tax year or period, which accrued or was assessed within the period from and including the Petition Date through and including the Effective Date ("Post-Petition Tax Claims") and for which no bar date has otherwise been previously established, must be Filed on or before the later of (i) forty-five (45) days following the Effective Date; and (ii) ninety (90) days following the filing with the applicable Governmental Unit of the tax return for such taxes for such tax year or period. Any holder of any Post-Petition Tax Claim that is required to File a request for payment of such taxes and does not File such a Claim by the applicable bar date shall be forever barred from asserting any such Post-Petition Tax Claim against the Debtor or its property, whether any such Post-Petition Tax Claim is deemed to arise prior to, on, or subsequent to the Effective Date. To the extent that the holder of a Post-Petition Tax Claim holds a lien to secure its Claim under applicable state law, the holder of such Claim shall retain its lien until its Allowed Post-Petition Tax Claim has been paid in full.

#### **4.2 Allowed Priority Tax Claims**

Each Holder of an Allowed Priority Tax Claim against Debtor shall receive, from the Consideration, in full satisfaction, settlement, release and discharge of, and in exchange for, such Allowed Priority Tax Claim (i) Cash equal to the amount of such Allowed Priority Tax Claim, (ii) payment in full through the fifth anniversary of the Petition Date, plus interest, or (iii) such other less favorable treatment to the Holders of an Allowed Priority Tax Claim as to which the Debtor, or the Proponents and the Holder of such Allowed Priority Tax Claims shall have agreed upon in writing.

#### **4.3 Ordinary Course Liabilities**

A holder of an Ordinary Course Liability is not required to file or serve any request for payment of the Ordinary Course Liability. The Debtor shall continue to pay each Ordinary Course Liability (other than the Allowed DIP Claim, as provided for in Section 4.1(b)) accrued prior to the Effective Date, pursuant to the payment terms and conditions of the particular transaction giving rise to the Ordinary Course Liability, and the Approved Budget. The Reorganized Debtor shall continue to pay each Ordinary Course Liability accrued after the Effective Date, pursuant to the payment terms and conditions of the particular transaction giving rise to the Ordinary Course Liability.

**ARTICLE V  
CLASSIFICATION AND TREATMENT  
OF CLASSIFIED CLAIMS AND INTERESTS**

**5.1 Treatment of Allowed Secured Claims (Class 1)**

On the Effective Date, solely to the extent an Allowed Secured Claim is collateralized by a segregated bank account, then the holder of such Allowed Secured Claim shall, on account of and in full and complete settlement, release and discharge of, and in exchange for, such Secured Claim, have its Claim satisfied by receipt of the Cash deposited in the segregated bank account. All other holders of Allowed Secured Claims shall, at the election of the Plan Sponsor, on account of and in full and complete settlement, release and discharge of, and in exchange for, such Secured Claims, have their Claims satisfied by the Reorganized Debtor by either (i) reinstatement pursuant to section 1124 of the Bankruptcy Code, (ii) receipt of the collateral securing such claim and any interest required to be paid pursuant to section 506(b) of the Bankruptcy Code, (iii) such other treatment as the Plan Sponsor and the applicable holder of the Allowed Secured Claim may agree, or (iv) such other recovery necessary to satisfy section 1129 of the Bankruptcy Code.

**5.2 Treatment of Allowed Priority Unsecured Non-Tax Claims (Class 2)**

Each holder of an Allowed Priority Unsecured Non-Tax Claim against the Debtor shall receive, from the Consideration, on the Effective Date, on account of and in full and complete settlement, release and discharge of, and in exchange for, such Allowed Priority Unsecured Non-Tax Claim, either cash equal to the full unpaid amount of such Allowed Priority Unsecured Non-Tax Claim, or such other treatment as the Proponent and the holder of such Allowed Priority Unsecured Non-Tax Claim shall have agreed.

**5.3 Treatment of Allowed General Unsecured Claims (Class 3)**

On the Effective Date, each holder of an Allowed General Unsecured Claim shall receive, on account of and in full and complete settlement, release and discharge of, and in exchange for its Allowed General Unsecured Claim, its Pro Rata Share of (i) remaining Consideration after payment of Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Secured Claims, and Allowed Priority Unsecured Non-Tax Claims, and (ii) the Beneficial Interest in the Distribution Trust in accordance with the Distribution Trust Agreement.

**5.4 Treatment of Allowed Subordinated Claims (Class 4)**

No Distributions will be made to holders of Allowed Subordinated Claims. On the Effective Date, all Allowed Subordinated Claims will be released and discharged.

**5.5 Treatment of Allowed Equity Interests (Class 5)**

No Distributions will be made to holders of Allowed Equity Interests. On the Effective Date, all Allowed Equity Interests shall be deemed automatically cancelled, released, and extinguished without further action by the Debtor or the Reorganized Debtor, and the obligations

of the Debtor and the Reorganized Debtor thereunder shall be discharged.

## **ARTICLE VI MEANS FOR IMPLEMENTATION OF THE PLAN**

### **6.1 Continued Corporate Existence**

Except as otherwise provided in the Plan, the Reorganized Debtor will continue to exist after the Effective Date as a corporate entity, with all of the powers of a corporation under applicable law in the jurisdiction in which the Debtor is incorporated and pursuant to its Charter Documents in effect before the Effective Date, as such documents are amended by or pursuant to the Plan.

Upon the Effective Date, and without any further action by the shareholders, directors, or officers of the Reorganized Debtor, the Reorganized Debtor's Charter Documents shall be deemed amended (a) to the extent necessary, to incorporate the provisions of the Plan, and (b) to prohibit the issuance by the Reorganized Debtor of nonvoting securities to the extent required under section 1123(a)(6) of the Bankruptcy Code, subject to further amendment of such Charter Documents as permitted by applicable law.

### **6.2 Management and Board of Directors**

The members of the board of directors of the Debtor existing immediately before the Effective Date shall be deemed terminated and/or removed without cause effective immediately prior to the Effective Date. The Plan Sponsor may nominate and elect new members for the board of directors of the Reorganized Debtor in accordance with the Reorganized Debtor's bylaws.

### **6.3 Arrangements with the Distribution Trustee**

By April 27, 2015, the Debtor, following consultation with the Committee, shall file with the Bankruptcy Court a disclosure identifying the Distribution Trustee under the Distribution Trust. At the Confirmation Hearing, the Bankruptcy Court shall ratify such Distribution Trustee. All compensation for the Distribution Trustee shall be paid from the Distribution Trust Assets in accordance with the Distribution Trust Agreement. The approved person shall serve as the Distribution Trustee on execution of the Distribution Trust Agreement at the Closing.

### **6.4 The Closing**

The Closing of the transactions required and contemplated under the Plan shall take place on the Effective Date at the offices of Haynes and Boone, LLP, 30 Rockefeller Plaza, 26<sup>th</sup> Floor, New York, New York 10112, or at such other place identified in a notice provided to those parties listed in Section 13.12 of the Plan. The Proponents may reschedule the Closing by making an announcement at the originally scheduled Closing of the new date for the Closing. A notice of the rescheduled Closing shall be filed with the Bankruptcy Court and served on the parties identified in Section 13.12 of the Plan within two (2) days after the originally scheduled Closing. All documents to be executed and delivered by any party as provided in this Article VI



and all actions to be taken by any party to implement the Plan as provided herein shall be in form and substance satisfactory to the Proponents. The following actions shall occur at or before the Closing (unless otherwise specified), and shall be effective on the Effective Date:

(a) Execution of Documents and Corporate Action. The Debtor shall deliver all documents and perform all actions reasonably contemplated with respect to implementation of the Plan. The Chief Executive Officer, or his designee, is authorized (i) to execute on behalf of the Debtor, in a representative capacity and not individually, any documents or instruments after the Confirmation Date or at the Closing that may be necessary to consummate the Plan and (ii) to undertake any other action on behalf of the Debtor to consummate the Plan. Each of the matters provided for under the Plan involving the corporate structure of the Debtor or corporate action to be taken by or required of the Debtor will, as of the Effective Date, be deemed to have occurred and be effective as provided herein, and shall be authorized, approved, and (to the extent taken before the Effective Date) ratified in all respects without any requirement of further action by stockholders, creditors, or directors of the Debtor.

(b) Cancellation of Equity Interests and Issuance of New Equity. On the Effective Date, all prepetition Equity Interests of Debtor shall be retired, cancelled, extinguished and/or discharged in accordance with the terms of the Plan, and 1,000 shares of New Equity of the Reorganized Debtor shall be issued. The New Equity shall be free and clear of all Liens, Claims, and encumbrances of any kind, except as otherwise provided in the Plan.

(c) Funding of the Consideration. On the Effective Date, the Plan Sponsor shall contribute to the Debtor an amount of Cash equal to the Consideration in consideration of the Plan Sponsor's purchase of the New Equity. The Consideration is not subject to any financing contingency. The Allowed Equity Interests shall be terminated and cancelled and the holders of the Allowed Equity Interests shall neither retain nor receive any property under the Plan. The Consideration shall be used to fund Distributions under the Plan. To the extent DIP Lender does not fully exercise the Subscription Option, the Plan Sponsor will acquire the remaining shares of New Equity for the remainder of the Consideration. The Consideration payable by the Plan Sponsor under the Plan shall be reduced on a dollar-for-dollar basis to reflect any and all Claims exchanged for New Equity pursuant to the Subscription Option.

(d) Execution and Ratification of the Distribution Trust Agreement. On the Effective Date, the Distribution Trust Agreement shall be executed by all parties thereto. The Distribution Trust Agreement shall be provided in the Plan Supplement. Each holder of a Claim shall be deemed to have ratified and become bound by the terms and conditions of the Distribution Trust Agreement.

(e) Payment of Certain Obligations. Upon the funding of the Consideration as provided above in subsection (c), as soon as practicable thereafter, Todd Wilson, as the Chief Executive Officer and a representative of the Debtor, shall be authorized and directed to have the Debtor effectuate, funded from the Consideration, (i) the payments to eligible employees authorized under and subject to the Court's *Final Order Approving Amended Key Employee Incentive Plan and Authorizing Payments Thereunder* entered on March 31, 2015 [Docket No. 287] (provided that the Debtor shall be authorized, in its discretion, to make any appropriate tax

withholdings), and (ii) the payment to SITO Mobile, Ltd. of the Break-Up Fee and Expense Reimbursement, as such capitalized terms are defined in, and pursuant and subject to, the Court's Order (A) *Approving Bid Procedures for the Sale of Substantially All of Debtor's Assets Outside the Ordinary Course of Business*; (B) *Scheduling an Auction and Hearing to Consider the Sale and Approve the Form and Manner of Notice Related Thereto*; (C) *Approving Payment of a Break-Up Fee and Expense Reimbursement*; and (D) *Granting Related Relief* [Docket No. 118]. Notwithstanding any other provision in the Plan to the contrary, the portion of the Consideration used to fund the foregoing payments shall be controlled by the Debtor and used strictly for the afore-mentioned purposes, and shall not constitute a part of the Distribution Trust Fund or a Distribution Trust Asset.

(f) **Transfer of Distribution Trust Assets.** All property of the Debtor constituting the Distribution Trust Assets (subject to the foregoing subsection (e)) shall be conveyed and transferred by the Debtor to the Distribution Trust, free and clear of all Liens, Claims, interests, and encumbrances.

## **6.5 Tax Treatment of the Distribution Trust**

The Distribution Trust established under the Plan is established for the purpose of satisfying General Unsecured Claims by liquidating the Distribution Trust Assets transferred to the Distribution Trust and performing related and incidental functions referenced in the Distribution Trust Agreement, and the Distribution Trust shall have no objective of continuing or engaging in any trade or business except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the trust. The purpose of the Distribution Trust is to provide a mechanism for the liquidation of the Distribution Trust Assets, and to distribute the proceeds of the liquidation, net of all claims, expenses, charges, liabilities, and obligations of the Distribution Trust, to the Beneficiaries in accordance with the terms of the Plan. No business activities will be conducted by the Distribution Trust other than those associated with or related to the liquidation of the Distribution Trust Assets. It is intended that the Distribution Trust be classified for federal income tax purposes as a "liquidating trust" within the meaning of the Treasury Regulations Section 301.7701-4(d). All parties and Beneficiaries shall treat the transfers in trust described herein as transfers to the Beneficiaries for all purposes of the Internal Revenue Code of 1986, as amended (including Sections 61(a)(12), 483, 1001, 1012, and 1274 thereof). All the parties and Beneficiaries shall treat the transfers in trust as if all the transferred assets, including all the Distribution Trust Assets, had been first transferred to the Beneficiaries and then transferred by the Beneficiaries to the Distribution Trust. The Beneficiaries shall be treated for all purposes of the Internal Revenue Code of 1986, as amended, as the grantors of the Distribution Trust and the owners of the Distribution Trust. The Distribution Trustee shall file returns for the Distribution Trust as a grantor trust pursuant to Treasury Regulations Section 1.671-4(a) or (b). All parties, including the Beneficiaries and the Distribution Trustee, shall value the Distribution Trust Assets consistently, and such valuations shall be used for all federal income tax purposes. Beneficiaries may wish to consult with a tax professional regarding the tax consequences of holding a Beneficial Interest in or receiving a Distribution from the Distribution Trust.

## **6.6 Right to Enforce, Compromise, or Adjust Distribution Trust Assets**

The Distribution Trustee shall have and retain the sole and full power, authority, and standing to prosecute, compromise, or otherwise resolve the Distribution Trust Avoidance Actions assigned to the Distribution Trust, subject to the terms and conditions set forth in the Distribution Trust Agreement and the rights of the Oversight Board thereunder. All proceeds derived from such causes of action shall constitute Distribution Trust Assets.

## **6.7 Preservation of Rights of Action**

The Reorganized Debtor shall retain and shall have the exclusive right to enforce any and all claims, rights and causes of action arising from its IP. Unless any Claims against a Person are expressly waived, relinquished, exculpated, released, compromised, transferred to the Distribution Trust or settled in the Plan or by a Final Order, in accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtor shall retain and may enforce all rights to commence and pursue any and all retained causes of action, whether arising before or after the Petition Date, and the Reorganized Debtor's rights to commence, prosecute or settle such causes of action shall be preserved notwithstanding the occurrence of the Effective Date. Notwithstanding the foregoing or any other provision herein, neither the Reorganized Debtor nor any other Person acting in their name or on their behalf shall prosecute or pursue any Avoidance Actions against any Person that is not an Insider of any Debtor.

# **ARTICLE VII PROVISIONS GOVERNING RESOLUTION OF CLAIMS AND DISTRIBUTIONS OF PROPERTY UNDER THE PLAN**

## **7.1 Right to Object to Claims**

The Plan Sponsor and the Reorganized Debtor shall have the authority, but not the obligation, to object to, litigate, and settle, the amount, priority or the extent of any Administrative Claim, Secured Claim, Priority Tax Claim, or Priority Unsecured Non-Tax Claim. Notwithstanding anything to the contrary herein, subject to the terms and conditions set forth in the Distribution Trust Agreement and the rights of the Oversight Board thereunder, and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, except insofar as a Claim is Allowed under the Plan on and after the Effective Date, the Distribution Trustee shall have the authority, but not the obligation, to: (1) file, withdraw or litigate to judgment objections to and requests for estimation of Claims; (2) settle or compromise any Disputed Claim without any further notice to or action, order or approval by the Bankruptcy Court; and (3) administer and adjust the Claims register to reflect any such settlements or compromises without any further notice to or action, order or approval by the Bankruptcy Court. The Distribution Trustee shall succeed to any pending objections to Claims filed by the Debtor prior to the Effective Date, and shall have and retain any and all rights and defenses the Debtor had immediately prior to the Effective Date with respect to any Disputed Claim, including the causes of action retained under the Plan. The Reorganized Debtor shall provide commercially reasonable assistance and cooperation to the Distribution Trustee in connection with the Distribution Trustee's prosecution of objections to Claims, including, without limitation, access

to the books and records of the Debtor or the Reorganized Debtor (as the case may be) and other information reasonably requested by the Distribution Trustee to enable the Distribution Trustee to perform its obligations under the Distribution Trust Agreement.

## **7.2 Deadline for Objecting to Claims**

Objections to Claims must be filed with the Bankruptcy Court, and a copy of the objection must be served on the subject Creditor before the expiration of the Claim Objection Deadline (unless such period is further extended by subsequent orders of the Bankruptcy Court); otherwise such Claims shall be deemed Allowed in accordance with section 502 of the Bankruptcy Code. The objection shall notify the Creditor of the deadline for responding to such objection.

## **7.3 Deadline for Responding to Claim Objections**

Within 30 days after service of an objection, or such other date as is indicated on such objection or the accompanying notice thereof, the Creditor whose Claim was objected to must file a written response to the objection with the Bankruptcy Court and serve a copy on the Distribution Trustee. Failure to file a written response within the 30-day time period shall constitute a waiver and release of that portion of the subject Claim that was subject to the objection, and shall cause the Bankruptcy Court to enter a default judgment against the non-responding Creditor or granting the relief requested in the claim objection.

## **7.4 Right to Request Estimation of Claims**

Pursuant to section 502(c) of the Bankruptcy Code, the Debtor, the Reorganized Debtor, and the Distribution Trustee may request estimation or liquidation of any Disputed Claim that is contingent or unliquidated or any Disputed Claim arising from a right to an equitable remedy or breach of performance.

## **7.5 Distribution Procedures Regarding Allowed Claims**

### **(a) In General**

The Distribution Trustee shall make all Distributions required to be made under the Plan, including Distributions from the Distribution Trust.

### **(b) Distributions on Allowed Claims Only**

Distributions from Available Cash shall be made only to the holders of Allowed Claims. Until a Disputed Claim becomes an Allowed Claim, the holder of that Disputed Claim shall not receive a Distribution from Available Cash.

### **(c) Place and Manner of Payments of Distributions**

Except as otherwise specified in the Plan, Distributions from Available Cash shall be made by mailing such Distribution to the Creditor at the address listed in any proof of claim filed

by the Creditor or at such other address as such Creditor shall have specified for payment purposes in a written notice received by the Distribution Trustee at least twenty (20) days before a Distribution Date. If a Creditor has not filed a proof of claim or interest or sent the Distribution Trustee a written notice of payment address, then the Distribution(s) for such Creditor will be mailed to the address identified in the Schedules of Assets and Liabilities. The Distribution Trustee shall distribute any Cash by wire, check, or such other method as it deems appropriate under the circumstances. Before receiving any Distributions, all Creditors, at the request of the Distribution Trustee, must provide written notification of their respective Federal Tax Identification Numbers or Social Security Numbers to the Distribution Trustee; otherwise, the Distribution Trustee may suspend Distributions to any Creditors who have not provided their Federal Tax Identification Numbers or Social Security Numbers.

(d) Undeliverable Distributions

If a Distribution made from Available Cash to any Creditor is returned as undeliverable, the Distribution Trustee shall use reasonable efforts to determine such Creditor's then current address. If the Distribution Trustee cannot determine, or is not notified of, a Creditor's then current address within six months after the Effective Date, the Distribution reserved for such Creditor shall be deemed an unclaimed Distribution, and Section 7.5(e) of the Plan shall be applicable thereto.

(e) Unclaimed Distributions

If the current address for a Creditor entitled to a Distribution from Available Cash under the Plan has not been determined within six months after the Effective Date or such Creditor has otherwise not been located or submitted a valid Federal Tax Identification Number or Social Security Number to the Distribution Trustee, then such Creditor (i) shall no longer be a Creditor and (ii) shall be deemed to have released such Claim.

(f) Withholding

The Distribution Trustee may at any time withhold from a Distribution from Available Cash to any Person (except the Internal Revenue Service) amounts sufficient to pay any tax or other charge that has been or may be imposed on such Person with respect to the amount distributable or to be distributed under the income tax laws of the United States or of any state or political subdivision or entity by reason of any Distribution provided for in the Plan, whenever such withholding is determined by the Distribution Trustee (in its sole discretion) to be required by any law, regulation, rule, ruling, directive, or other governmental requirement. The Distribution Trustee, in the exercise of its sole discretion and judgment, may enter into agreements with taxing or other authorities for the payment of such amounts that may be withheld in accordance with the provisions of this section.

(g) Dissolution

(i) The Distribution Trustee and Distribution Trust shall be discharged or dissolved, as the case may be, at such time as all of the Distribution Trust Assets have been distributed pursuant to the Plan and the Distribution Trust Agreement; provided, however, that in

no event shall the Distribution Trust be dissolved later than three (3) years from the creation of the Distribution Trust unless the Bankruptcy Court, upon motion within the six-month period prior to the third (3rd) anniversary (or within the six-month period prior to the end of an extension period), determines that a fixed period extension (not to exceed three (3) years, together with any prior extensions, without a favorable private letter ruling from the Internal Revenue Service or an opinion of counsel satisfactory to the Distribution Trustee that any further extension would not adversely affect the status of the trust as a liquidating trust for United States federal income tax purposes) is necessary to facilitate or complete the liquidation of the Distribution Trust Assets.

(ii) If at any time the Distribution Trustee determines, in reliance upon such professionals as a Distribution Trustee may retain, that the expense of administering the Distribution Trust so as to make a final distribution to Distribution Trust Beneficiaries is likely to exceed the value of the assets remaining in the Distribution Trust, the Distribution Trustee may (i) reserve any amount necessary to dissolve the Distribution Trust, (ii) donate any balance to a charitable organization (A) described in section 501(c)(3) of the Internal Revenue Code, (B) exempt from United States federal income tax under section 501(a) of the Internal Revenue Code, (C) not a "private foundation," as defined in section 509(a) of the Internal Revenue Code, and (D) that is unrelated to the Debtor, the Distribution Trust, and any insider of the Distribution Trustee, and (iii) dissolve the Distribution Trust.

#### **7.6 Procedures Regarding Distributions from the Distribution Trust**

Procedures regarding Distributions from the Distribution Trust to holders of Class 3 Allowed General Unsecured Claims shall be governed by the Distribution Trust Agreement.

### **ARTICLE VIII EXECUTORY CONTRACTS**

#### **8.1 Assumption of Executory Contracts**

On the Effective Date, all Executory Contracts identified on the Schedule of Assumed Contracts and Unexpired Leases, attached as Exhibit B, shall be deemed assumed by the Reorganized Debtor. The Plan Sponsor may amend the Schedule of Assumed Contracts and Unexpired Leases through the deadline to file the Plan Supplement. Entry of the Confirmation Order shall constitute approval of the assumption of such Executory Contracts under sections 365 and 1123 of the Bankruptcy Code.

#### **8.2 Rejection of Executory Contracts**

All Executory Contracts not identified on the Schedule of Assumed Contracts and Unexpired Leases (or assumed by the Debtor previously) shall be deemed rejected on the Effective Date. Entry of the Confirmation Order shall constitute approval of such rejections under sections 365 and 1123 of the Bankruptcy Code.

### **8.3 Procedures Related to Assumption of Executory Contracts**

#### **(a) Establishment of Cure Claim Amounts**

The Cure Amounts associated with the assumption of the Executory Contracts pursuant to Section 8.1 of the Plan are specified in the Schedule of Assumed Contracts and Unexpired Leases. Pursuant to the Notice of (I) Possible Assumption of Contracts and Leases, (II) Fixing of Cure Amounts, and (III) Deadline to Object Thereto served by the Debtor, counterparties to the Executory Contracts were required to file Objections to Cure Amount, if any, by the Cure Amount Objection Bar Date.

#### **(b) Objection to Disputed Cure Amounts**

The Plan Sponsor shall have the right to examine any Objection to Cure Amount filed by any party, and shall have the right to object to and contest the Disputed Cure Amount asserted therein.

If an objection to a Disputed Cure Amount has not been resolved by the Bankruptcy Court or agreement of the parties by the Effective Date, the Executory Contract related to such Disputed Cure Amount shall be deemed assumed by the Reorganized Debtor effective on the Effective Date; provided, however, the Reorganized Debtor may revoke an assumption of any such Executory Contract within ten (10) days after entry of an order by the Bankruptcy Court adjudicating the objection to the Disputed Cure Amount related to the Executory Contract by filing a notice of such revocation with the Bankruptcy Court and serving a copy on the party(ies) whose Executory Contract is rejected. Any Executory Contract identified in a revocation notice shall be deemed rejected retroactively to the Effective Date.

#### **(c) Payment of Cure Amounts**

Within ten (10) Business Days after the Effective Date, the Reorganized Debtor shall pay, in Cash, all Cure Amounts related to Executory Contracts listed on the Schedule of Assumed Contracts and Unexpired Leases, other than Disputed Cure Amounts. Subject to the revocation rights described in Section 8.3(b) above, the Reorganized Debtor shall pay all Cure Amounts that are subject to an objection on the Effective Date within ten (10) days after entry of an order by the Bankruptcy Court resolving the objection or approving an agreement between the parties concerning the Cure Amount.

#### **(d) No Admission of Liability**

Neither the inclusion nor exclusion of any Executory Contract by the Proponents on the Schedule of Assumed Contracts and Unexpired Leases, nor anything contained in the Plan, shall constitute an admission by the Proponents that any such contract or unexpired lease is in fact an Executory Contract or that the Debtor has any liability thereunder.

#### **(e) Reservation of Rights**

Nothing in the Plan shall waive, excuse, limit, diminish, or otherwise alter any of the

defenses, claims, causes of action, or other rights of the Debtor under any executory or non-executory contract or any unexpired or expired lease, nor shall any provision of the Plan increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtor under any such contract or lease.

#### **8.4 Rejection Claim Bar Date**

Each Claim resulting from the rejection of an Executory Contract pursuant to Section 8.2 of the Plan shall be filed with the Bankruptcy Court no later than the Rejection Claim Bar Date; provided, however, any party whose Executory Contract is rejected pursuant to a revocation notice pursuant to Section 8.3 above may file a rejection damage Claim arising out of such rejection within 30 days after the filing of the revocation notice with the Bankruptcy Court. Any Claim resulting from the rejection of an Executory Contract not filed by the applicable deadline shall be discharged and forever barred, and shall not be entitled to any Distributions under the Plan. The Distribution Trustee shall have the right to object to any rejection damage Claim.

#### **8.5 Indemnification Obligations**

Any obligation of the Debtor to indemnify, reimburse, or limit the liability of any Person, including any officer or director of the Debtor, or any agent, professional, financial advisor, or underwriter of any securities issued by the Debtor, relating to any acts or omissions occurring before the Petition Date, whether arising pursuant to charter, bylaws, contract or applicable state law, shall be deemed to be, and shall be treated as, an Executory Contract and (a) shall be deemed to be rejected, canceled, and discharged pursuant to the Plan as of the Effective Date and (b) any and all Claims resulting from such obligations are disallowed under section 502(e) of the Bankruptcy Code or other applicable grounds, including section 502(d) or violations of sections 327, 362, 363 or other requirements of the Bankruptcy Code, or, if any court of applicable jurisdiction rules to the contrary, such Claim shall be estimated pursuant to section 502(c) of the Bankruptcy Code in the amount of \$0 or such other amount as the Bankruptcy Court shall determine. Notwithstanding any of the foregoing, nothing contained in the Plan impacts, impairs, or prejudices the rights of the Distribution Trustee to pursue the Distribution Trust Avoidance Actions.

### **ARTICLE IX EFFECT OF REJECTION BY ONE OR MORE CLASSES**

#### **9.1 Impaired Classes Entitled to Vote**

Each impaired Class shall be entitled to vote separately to accept or reject the Plan. A holder of a Disputed Claim which has not been temporarily allowed for purposes of voting on the Plan may vote only such Disputed Claim in an amount equal to the portion, if any, of such Claim or Equity Interest shown as fixed, liquidated, and undisputed in the Debtor's Schedules of Assets and Liabilities.

#### **9.2 Acceptance by Class**

A Class of Claims shall have accepted the Plan if the Plan is accepted by at least two



thirds (2/3) in amount and more than one half (1/2) in number of the Allowed Claims of such Class that have voted to accept or reject the Plan.

### **9.3 Reservation of Cramdown Rights**

In the event that any impaired Class shall fail to accept the Plan in accordance with section 1129(a) of the Bankruptcy Code, the Proponents reserve the right to request that the Bankruptcy Court confirm the Plan in accordance with the provisions of the section 1129(b) of the Bankruptcy Code.

## **ARTICLE X EFFECT OF CONFIRMATION**

### **10.1 Legally Binding Effect**

The provisions of the Plan shall bind all Creditors and Interest Holders, whether or not they accept the Plan and wherever located. On and after the Effective Date, all holders of Claims and Equity Interests shall be precluded and enjoined from asserting any Claim or Equity Interest against the Debtor or its assets or properties based on any transaction or other activity of any kind that occurred prior to the Confirmation Date except as permitted under the Plan.

### **10.2 Vesting of Property of Debtor in Reorganized Debtor**

On the Effective Date, except as otherwise expressly provided in the Plan or Confirmation Order, all Estate Property, other than the Distribution Trust Assets, shall vest in the Reorganized Debtor free and clear of all Liens, Claims, and encumbrances of any kind, except as otherwise provided in the Plan.

### **10.3 Yahoo! Rights**

Notwithstanding any other provisions of the Plan, or any agreement among any parties-in-interest referenced herein, Yahoo! shall be deemed a timely objector to the Plan, and each of the following rights, claims, interests, and defenses shall be reserved and preserved for Yahoo!'s benefit.

(a) Nothing in the Plan, or any related order or agreement approved by or implementing the Plan, shall be, whether directly or indirectly, deemed to confer any immunity, exculpation, release, or other freedom from infringement or any wrongs involving Yahoo! IP, and Yahoo! may enforce the consequences of any infringement or any wrongs involving Yahoo! IP by the Debtor or any third party; provided, however, that Yahoo! shall not assert against or pursue the Sponsor or the Reorganized Debtor for any infringement or any other wrongs involving the Yahoo! IP by the Debtor prior to the Effective Date.

(b) Nothing herein shall directly or indirectly prevent Yahoo! from challenging, in court or through any governmental authority, agency, or instrumentality or otherwise, after the Effective Date the validity, interpretation, scope, or other effects of any of the Reorganized Debtor's assets consisting of any U.S. or foreign patents, copyrights,

trademarks, trade secrets, or other intellectual property, including without limitation the Debtor's Patent No. 7,269,636 presently being re-examined by the Patent and Trademark Office.

(c) The rights, claims, interests, and defenses of Yahoo! set forth in sections 10.3(a) and (b) above shall not, whether directly or indirectly, be or be deemed enjoined, stayed, discharged, negated, barred, eliminated, or otherwise adversely affected by the Plan, except that Yahoo! shall not seek to impose on the Sponsor or the Reorganized Debtor, Debtor liabilities existing prior to the Effective Date for acts or omissions of the Debtor prior to the Effective Date. The Yahoo! Rights shall be free and clear of any other provision in the Plan, in each case as to acts, omissions, transactions, events, circumstances, conditions, or matters that arise, continue in effect, or exist after the Effective Date.

## ARTICLE XI INJUNCTIONS, RELEASES, AND DISCHARGE

### 11.1 Discharge and Release

Except as otherwise expressly provided in the Plan, the rights afforded in the Plan and the treatment of all Claims and Equity Interests shall be in exchange for and in complete satisfaction, discharge, and release of all Claims and Equity Interests of any nature whatsoever, against the Debtor or its Estate, assets, properties or interests in property. Except as otherwise provided herein, or in any Plan Documents, on the Effective Date, all Claims against and Interests in the Debtor shall be satisfied, discharged, and released in full. The Reorganized Debtor and other Protected Parties shall not be responsible or liable for any duties, obligations, responsibilities, or liabilities of the Debtor except those expressly assumed by them in the Plan.

### 11.2 Discharge Injunction

Except as otherwise expressly provided in the Plan, the discharge and release set forth in Section 11.1 shall also operate as an injunction permanently prohibiting and enjoining the commencement or continuation of any action or the employment of process with respect to, or any act to collect, recover from, or offset (a) any Claim discharged and released in Section 11.1 and (b) any cause of action, whether known or unknown, based on the same subject matter as any Claim discharged and released in Section 11.1. Except as otherwise expressly provided in the Plan, all Persons shall be precluded and forever barred from asserting against the Protected Parties, their successors or assigns, or their assets, properties, or interests in property any other or further Claims, or any other right to legal or equitable relief regardless of whether such right can be reduced to a right to payment, based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, whether or not the facts of or legal bases therefor were known or existed prior to the Effective Date.

### 11.3 Exoneration and Reliance

To the extent allowed by law, the Protected Parties shall not be liable, other than

with respect to criminal liability under applicable law, willful misconduct, or bad faith under applicable law, to any holder of a Claim or Equity Interest or any other Person with respect to any action, omission, forbearance from action, decision, or exercise of discretion taken at any time after the Petition Date in connection with or related to the Chapter 11 Case, including without limitation, the negotiation, formulation, development, proposal, disclosure, solicitation, confirmation or implementation of the sales process and the Plan, and except with respect to criminal liability under applicable law, willful misconduct or bad faith under applicable law, all such Persons are permanently enjoined from initiating a suit against any Protected Party. The Protected Parties shall be deemed to have participated in the Bankruptcy Case and each Bankruptcy Court-approved transaction or contract with the Debtor in good faith and in compliance with all applicable provisions of the Bankruptcy Code, which shall apply exclusively. For purposes of this paragraph, Protected Parties excludes the Distribution Trustee and Distribution Trust. Any such action by a non-Governmental Unit shall be brought in the Bankruptcy Court within 90 days after the Effective Date. Nothing in this section 11.3 shall prevent the enforcement of the terms of the Plan.

#### 11.4 Additional Releases

To the extent allowed by applicable law, on, and as of, the Effective Date and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Protected Parties (acting in any capacity whatsoever) shall be forever released and discharged from any and all Claims, obligations, actions, suits, rights, debts, accounts, causes of action, remedies, avoidance actions, agreements, promises, damages, judgments, demands, defenses, or claims in respect of equitable subordination, and liabilities throughout the world under any law or court ruling through the Effective Date (including all Claims based on or arising out of facts or circumstances that existed as of or prior to the Plan in the Bankruptcy Case, including Claims based on negligence or strict liability, and further including any derivative claims asserted on behalf of the Debtor, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity or otherwise, that the Debtor, its Estate, or the Reorganized Debtor would have been legally entitled by applicable law to assert in its own right, whether individually or collectively) which the Debtor, its Estate, the Reorganized Debtor, Creditors or other Persons receiving or who are entitled to receive Distributions under the Plan may have against any of them in any way related to the Bankruptcy Case or the Debtor (or its predecessors); provided, however, the releases provided for in this paragraph shall not extend to any claims by any Governmental Unit with respect to criminal liability under applicable law, willful misconduct or bad faith under applicable law, or *ultra vires* acts under applicable law. No compliance with or reliance on the applicable law or the orders of the Bankruptcy Court shall be deemed or permitted to be judged, declared, or ruled to be in any way wrongful, in bad faith, *ultra vires*, inequitable or otherwise subject to any sanction or punishment, all of which are preempted, superseded and negated by the Plan to the maximum extent permitted by applicable law.

A vote to accept the Plan, or failure to vote by a creditor entitled to vote, constitutes an acceptance of all of the terms and provisions contained in the Plan, including, but not

limited to, the grant of releases, injunctions, exculpation, exoneration and other limitations of liability in the Plan. If a creditor votes to reject the Plan, the creditor may nevertheless be deemed to be bound to the releases and be bound by the injunctions, exculpations, and other limitations of liability in the Plan to the maximum extent permitted by law, as later determined by the Court. If a creditor elects NOT to grant the releases contained in this Article 11.4 of the Plan, to (1) the Plan Sponsor and its affiliates, (2) the DIP Lender, and (3) directors, officers, agents, attorneys, accountants, consultants, equity holders, financial advisors, investment bankers, professionals, experts, and employees of any of the foregoing, in their respective capacities as such, then the creditor must opt-out in the Ballot. Election to withhold consent is at the creditor's option.

## ARTICLE XII RETENTION OF JURISDICTION

### 12.1 Exclusive Bankruptcy Court Jurisdiction

Notwithstanding the entry of the Confirmation Order or the occurrence of the Effective Date, the Bankruptcy Court shall retain and have such jurisdiction over the Bankruptcy Case to the maximum extent as is legally permissible, including, without limitation, for the following purposes:

- (a) To allow, disallow, determine, liquidate, classify or establish the priority or secured or unsecured status of or estimate any Right of Action, Claim or Equity Interest, including, without limitation, the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of Claims or Equity Interests;
- (b) To ensure that Distributions to holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;
- (c) To determine any and all applications or motions pending before the Bankruptcy Court on the Effective Date of the Plan, including without limitation any motions for the rejection, assumption or assumption and assignment of any Executory Contract;
- (d) To consider and approve any modification of the Plan, remedy any defect or omission, or reconcile any inconsistency in the Plan, or any order of the Bankruptcy Court, including the Confirmation Order;
- (e) To determine all controversies, suits and disputes that may arise in connection with the interpretation, enforcement or consummation of the Plan or any Plan Documents or any entity's obligations in connection with the Plan or any Plan Documents, or to defend any of the rights, benefits, Estate Property transferred, created, or otherwise provided or confirmed by the Plan or the Confirmation Order or to recover damages or other relief for violations thereof;
- (f) To consider and act on the compromise and settlement of any claim or cause of action by or against the Debtor, the Reorganized Debtor or the Distribution Trust;

(g) To decide or resolve any and all applications, motions, adversary proceedings, contested or litigated matters, and any other matters, or grant or deny any applications involving the Debtor that may be pending on the Effective Date or that may be brought by the Reorganized Debtor, or the Distribution Trustee (as applicable), including claims arising under Chapter 5 of the Bankruptcy Code, or any other related proceedings by the Reorganized Debtor, and to enter and enforce any default judgment on any of the foregoing;

(h) To issue orders in aid of execution and implementation of the Plan or any Plan Documents to the extent authorized by section 1142 of the Bankruptcy Code or provided by the terms of the Plan;

(i) To decide issues concerning the federal or state tax liability of the Debtor which may arise in connection with the confirmation or consummation of the Plan or any Plan Documents;

(j) To interpret and enforce any orders entered by the Bankruptcy Court in the Bankruptcy Case; and

(k) To enter an order closing this Bankruptcy Case when all matters contemplating the use of such retained jurisdiction have been resolved and satisfied.

## **12.2 Limitation on Jurisdiction**

In no event shall the provisions of the Plan be deemed to confer in the Bankruptcy Court jurisdiction greater than that established by the provisions of 28 U.S.C. §§ 157 and 1334, as well as the applicable circumstances that continue jurisdiction for defense and enforcement of the Plan and Plan Documents. For the avoidance of doubt, however, such jurisdiction shall be deemed, by the entry of the Confirmation Order, to:

(a) Permit entry of a final judgment by the Bankruptcy Court in any core proceeding referenced in 28 U.S.C. § 157(b) and to hear and resolve such proceedings in accordance with 28 U.S.C. § 157(c) and any and all related proceedings, including, without limitation, (i) all proceedings concerning disputes with, or Rights of Action or Claims against, any Person that the Debtor or the Reorganized Debtor or its successors or assigns, may have, and (ii) any and all Rights of Action or other Claims against any Person for harm to or with respect to (x) any Estate Property, including any infringement of IP or conversion of Estate Property, or (y) any Estate Property lien or transferred by the Debtor to any other Person;

(b) Include jurisdiction over the recovery of any Estate Property (or property transferred by the Debtor with Bankruptcy Court approval) from any Person wrongly asserting ownership, possession or control of the same, whether pursuant to sections 542, 543, 549, 550 of the Bankruptcy Code or otherwise, as well as to punish any violation of the automatic stay under section 362 of the Bankruptcy Code or any other legal rights of the Debtor under or related to the Bankruptcy Code; and

(c) Permit the taking of any default judgment against any Person who has submitted himself or herself to the jurisdiction of the Bankruptcy Court.

**ARTICLE XIII  
MISCELLANEOUS PROVISIONS**

**13.1 Conditions to Confirmation**

The Confirmation Order will not be effective unless (a) the amount, priority or extent of the administrative, priority or secured claims are satisfactory to the Plan Sponsor in its reasonable discretion, (b) the Confirmation Order shall be in form and substance acceptable to the Plan Sponsor, in its reasonable discretion, and shall provide for the Plan Sponsor and the DIP Lender to acquire the New Equity subject to the Subscription Option, free and clear of all Liens, Claims, and encumbrances of any kind, except as otherwise provided in the Plan, and (c) the final version of the Plan, Plan Supplement, and any other documents, or schedules thereto, shall have been filed in form and substance acceptable to the Plan Sponsor in its reasonable discretion.

**13.2 Conditions to Effectiveness**

The Plan will not be effective unless (a) the conditions to confirmation above have been either satisfied, or waived, by the Plan Sponsor, (b) the Confirmation Order has been entered by the Bankruptcy Court, and no stay or injunction is in effect with respect thereto, (c) Plan Sponsor and the DIP Lender shall acquire the New Equity subject to the Subscription Option, free and clear of all Liens, Claims, and encumbrances of any kind, except as otherwise provided in the Plan, and (d) no material adverse change or development shall have occurred with respect to the Debtor's IP or capital structure of the Debtor.

**13.3 Exemption from Transfer Taxes**

The Plan and the Confirmation Order provide for (a) the issuance, transfer or exchange of notes, debt instruments and equity securities under or in connection with the Plan; (b) the creation, assignment, recordation or perfection of any lien, pledge, other security interest or other instruments of transfer; (c) the making or assignment of any lease; (d) the creation, execution and delivery of any agreements or other documents creating or evidencing the formation of the Reorganized Debtor or the issuance or ownership of any interest in the Reorganized Debtor; or (e) the making or delivery of any deed or other instrument of transfer under the Plan in connection with the vesting of the Debtor's assets in the Reorganized Debtor or the Distribution Trustee pursuant to or in connection with the Plan, including, without limitation, merger agreements, stock purchase agreement, agreements of consolidation, restructuring, disposition, liquidation or dissolution, and transfers of tangible property. Pursuant to section 1146 of the Bankruptcy Code and the Plan, any such act described or contemplated herein will not be subject to any stamp tax, transfer tax, filing or recording tax, or other similar tax.

**13.4 Securities Exemption**

Any rights issued under, pursuant to or in effecting the Plan, including, without limitation, the New Equity in the Reorganized Debtor or the Beneficial Interest in the Distribution Trust, and the offering and issuance thereof by any party, including without limitation the Proponents or the Estate, shall be exempt from Section 5 of the Securities Act of 1933, if applicable, and from any state or federal securities laws requiring registration for offer

or sale of a security or registration or licensing of an issuer of, underwriter of, or broker or dealer in, a security, and shall otherwise enjoy all exemptions available for Distributions of securities under a plan of reorganization in accordance with all applicable law, including without limitation section 1145 of the Bankruptcy Code. If the issuance of the New Equity does not qualify for an exemption under section 1145 of the Bankruptcy Code, the New Equity shall be issued in a manner, which qualifies for any other available exemption from registration, whether as a private placement under Rule 506 of the Securities Act, Section 4(2) of the Securities Act, and/or the safe harbor provisions promulgated thereunder.

### **13.5 Defects, Omissions and Amendments of the Plan**

The Proponents may, with the approval of the Bankruptcy Court and without notice to holders of Claims and Equity Interests, insofar as it does not materially and adversely affect holders of Claims and Equity Interests, correct any defect, omission, or inconsistency in the Plan in such a manner and to such extent necessary or desirable to expedite the execution of the Plan. The Proponents may propose amendments or alterations to the Plan before the Confirmation Hearing as provided in section 1127 of the Bankruptcy Code if, in the opinion of the Bankruptcy Court, the modification does not materially and adversely affect the interests of holders of Claims, so long as the Plan, as modified, complies with sections 1122 and 1123 of the Bankruptcy Code and the Debtor has complied with section 1125 of the Bankruptcy Code. The Proponents may propose amendments or alterations to the Plan after the Confirmation Date but prior to substantial consummation, in a manner that, in the opinion of the Bankruptcy Court, does not materially and adversely affect holders of Claims, so long as the Plan, as modified, complies with sections 1122 and 1123 of the Bankruptcy Code, the Proponents have complied with section 1125 of the Bankruptcy Code, and after notice and a hearing, the Bankruptcy Court confirms such Plan, as modified, under section 1129 of the Bankruptcy Code.

### **13.6 Withdrawal of Plan**

The Proponents reserve the right to withdraw the Plan at any time prior to the Confirmation Date. If the Proponents withdraw the Plan prior to the Confirmation Date, or if the Confirmation Date or the Effective Date does not occur, then the Plan shall be deemed null and void. In such event, nothing contained herein shall be deemed to constitute an admission, waiver or release of any claims by or against the Debtor or any other person, or to prejudice in any manner the rights of the Debtor, the Debtor's Estate, or any person in any further proceedings involving the Debtor.

### **13.7 Due Authorization By Creditors**

Each and every Creditor who elects to participate in the Distributions provided for herein warrants that the Creditor is authorized to accept in consideration of its Claim against the Debtor the Distributions provided for in the Plan, and that there are no outstanding commitments, agreements, or understandings, express or implied, that may or can in any way defeat or modify the rights conveyed or obligations undertaken by the Creditor under the Plan.

### **13.8 Filing of Additional Documentation**

By April 27, 2015, the Debtor may file with the Bankruptcy Court such Plan Supplement, agreements and other documents as may be reasonably necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan or any Plan Document, which shall also constitute "Plan Documents."

### **13.9 Governing Law**

Except to the extent the Bankruptcy Code or the Bankruptcy Rules are applicable, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

### **13.10 Successors and Assigns**

The rights, benefits and obligations of any entity named or referred to in the Plan or any Plan Document shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such entity.

### **13.11 Transfer of Claims**

Any transfer of a claim shall be in accordance with Bankruptcy Rule 3001(e) and the terms of this Section 13.11. Notice of any such transfer shall be forwarded to the Debtor by registered or certified mail, as set forth in Section 13.12 hereof. Both the transferee and transferor shall execute any notice, and the signatures of the parties shall be acknowledged before a notary public. The notice must clearly describe the interest in the claim to be transferred. No transfer of a partial interest shall be allowed. All transfers must be of one hundred percent (100%) of the transferor's interest in the claim.

### **13.12 Notices**

Any notice required to be given under the Plan or any Plan Document shall be in writing. Any notice that is allowed or required hereunder except for a notice of change of address shall be considered complete on the earlier of (a) three (3) days following the date the notice is sent by United States mail, postage prepaid, or by overnight courier service, or in the case of mailing to a non-United States address, air mail, postage prepaid, or personally delivered; (b) the date the notice is actually received by the Persons on the Post-Confirmation Service List by facsimile or computer transmission; or (c) three (3) days following the date the notice is sent to those Persons on the Post-Confirmation Service List as it is adopted by the Bankruptcy Court at the hearing on confirmation of the Plan, as such list may be amended from time-to-time by written notice from the Persons on the Post-Confirmation Service List.

(a) If to the Debtor, at:

Hipcricket, Inc.  
c/o Pachulski Stang Ziehl & Street



10100 Santa Monica Blvd., 13th Floor  
Los Angeles, California 90067  
Attn: Ira Kharasch and Linda Cantor  
Email: ikharasch@pszjlaw.com  
Email: lcantor@pszjlaw.com

(b) If to the Plan Sponsor, at:

ESW Capital, LLC  
c/o Haynes and Boone, LLP  
1221 McKinney Street, Suite 2100  
Houston, Texas 77010  
Attention: Charles A. Beckham, Jr.  
Email: charles.beckham@haynesboone.com  
Fax: 713-236-5638

and

30 Rockefeller Plaza, 26th Floor  
New York, NY 10112  
Attention: Trevor R. Hoffmann  
Email: trevor.hoffmann@haynesboone.com  
Fax: 212-884-9558

(c) If to the DIP Lender, at:

ESW Capital, LLC  
c/o Haynes and Boone, LLP  
1221 McKinney Street, Suite 2100  
Houston, Texas 77010  
Attention: Charles A. Beckham, Jr.  
Email: charles.beckham@haynesboone.com  
Fax: 713-236-5638

and

30 Rockefeller Plaza, 26th Floor  
New York, NY 10112  
Attention: Trevor R. Hoffmann  
Email: trevor.hoffmann@haynesboone.com  
Fax: 212-884-9558

- (d) If to the U.S. Trustee, at:

Office of the United States Trustee  
Andrew R. Vara, Acting United States Trustee, Region 3  
c/o Jane M. Leamy  
844 King Street, Room 2207  
Lockbox #35  
Wilmington, DE 19899-0035  
Fax: 302-573-6497

- (e) If to the Committee, at

Committee of Unsecured Creditors of Hipcricket, Inc.  
c/o Pepper Hamilton LLP  
Hercules Plaza, Suite 5100  
1313 Market Street  
P.O. Box 1709  
Wilmington, DE 19899-1709  
Attn: Donald J. Detweiler and Henry Jon Jaffe  
Email: detweilerd@pepperlaw.com  
Email: jaffeh@pepperlaw.com  
Fax: (302) 421-8390

and

Committee of Unsecured Creditors of Hipcricket, Inc.  
c/o Cooley LLP  
The Grace Building  
1114 Avenue of the Americas  
New York, NY 10036-7798  
Attn: Jay Indyke and Jeffrey L. Cohen  
Email: jindyke@cooley.com  
Email: jcohen@cooley.com  
Fax: (212) 479-6275

- (f) If to any Creditor or Interest Holder in his capacity as such, at his address or facsimile number as listed on the Post-Confirmation Service List.

### **13.13 U.S. Trustee Fees**

The Debtor will pay pre-confirmation fees owed to the U.S. Trustee on or before the Effective Date of the Plan. After confirmation, the Distribution Trustee will file with the court and serve on the U.S. Trustee quarterly financial reports in a format prescribed by the U.S. Trustee, and the Distribution Trustee will pay post-confirmation quarterly fees to the U.S. Trustee until a final decree is entered or the case is converted or dismissed as provided in 28 U.S.C. § 1930(a)(6).

#### **13.14 Implementation**

The Debtor, the Reorganized Debtor, the Plan Sponsor, and the Distribution Trustee shall be authorized to perform all reasonable, necessary and authorized acts to consummate the terms and conditions of the Plan and the Plan Documents.

#### **13.15 No Admissions**

Notwithstanding anything herein to the contrary, nothing contained in the Plan shall be deemed an admission by the Debtor with respect to any matter set forth herein, including, without limitation, liability on any Claim or Equity Interest or the propriety of the classification of any Claim or Equity Interest.

### **ARTICLE XIV SUBSTANTIAL CONSUMMATION**

#### **14.1 Substantial Consummation**

The Plan shall be deemed substantially consummated on the Effective Date.

*[Remainder of Page Intentionally Left Blank]*

#### **14.2 Final Decree**

On full consummation and performance of the Plan and Plan Documents, the Distribution Trustee may request the Bankruptcy Court to enter a final decree closing the Bankruptcy Case and such other orders that may be necessary and appropriate.

Dated: March 31, 2015

#### **HIPCRICKET, INC.**

/s/ Todd Wilson

Todd Wilson

Chief Executive Officer

110 110th Avenue NE, Suite 410

Bellevue, Washington 98005

**Debtor and Debtor-in-Possession and Proponent**

#### **ESW CAPITAL, LLC**

/s/ Andrew Price

Andrew Price

Chief Financial Officer

401 Congress Ave., Suite 2650

Austin, Texas 78701

**Plan Sponsor and Proponent**

**EXHIBIT A**  
**Glossary of Defined Terms**

“Administrative Claim” means any cost or expense of administration of the Bankruptcy Case incurred on or before the Effective Date entitled to priority under section 507(a)(1) and allowed under section 503(b) of the Bankruptcy Code, including without limitation, any actual and necessary expenses of preserving the Debtor’s estate, including wages, salaries or commissions for services rendered after the commencement of the Bankruptcy Case, certain taxes, fines and penalties, any actual and necessary postpetition expenses of operating the business of the Debtor, certain postpetition indebtedness or obligations incurred by or assessed against the Debtor in connection with the conduct of its business, or for the acquisition or lease of property, or for providing of services to the Debtor, including all allowances of compensation or reimbursement of expenses to the extent allowed by the Bankruptcy Court under the Bankruptcy Code, and any fees or charges assessed against the Debtor’s Estate under Chapter 123, Title 28, United States Code. With respect to quarterly U.S. Trustee fees, the Debtor shall pay, from the Distribution Reserve, any accrued such fees on the Effective Date and timely pay all post-confirmation quarterly fees as they accrue until the date of the closing of the Bankruptcy Case. Professional Compensation Claims shall only be Allowed for duly employed Professionals in the Bankruptcy Case in accordance with applicable law. For the avoidance of doubt, the Allowed DIP Claim shall be deemed to be an Administrative Claim for all purposes hereunder.

“Administrative Claim Bar Date” means the first Business Day that is ten (10) days after the Confirmation Hearing.

“Administrative Claimant” means any Person entitled to payment of an Administrative Claim.

“Allowance Date” means the date that a Claim or Equity Interest becomes an Allowed Claim or Allowed Equity Interest.

“Allowed Claim” means, with respect to any Claim, a Claim allowable under 11 U.S.C. § 502 (a) for which a proof of claim was filed on or before, as applicable, the General Bar Date, the Governmental Unit Bar Date, the Administrative Claim Bar Date or the Rejection Claim Bar Date, and as to which no objection or other challenge to the allowance thereof has been timely Filed, or if an objection or challenge has been timely Filed, such Claim is allowed by a Final Order; or (b) for which a proof of claim is not filed and that has been listed in the Schedules of Assets and Liabilities and is not listed as disputed, contingent, or unliquidated; or (c) that is deemed allowed by the terms of the Plan. For purposes of determining the amount of an Allowed Claim (other than a Claim specifically Allowed under the Plan), there shall be deducted therefrom an amount equal to the amount of any claim that the Debtor may hold against the Creditor under 11 U.S.C. § 553. Notwithstanding anything to the contrary in the Plan, the Debtor may, in its discretion, treat a Claim as an Allowed Claim to the extent it is allowed by an Order that is not a Final Order.

“Allowed Administrative Claim” means an Administrative Claim to the extent it is or becomes an Allowed Claim.

“Allowed Administrative Tax Claim” means an Administrative Claim of a Governmental Unit to the extent it is or becomes an Allowed Claim.

“Allowed DIP Claim” means the Administrative Claim of the DIP Lender under the DIP Note.

“Allowed Equity Interests” means an Equity Interest to the extent it is or becomes an Allowed Claim.

“Allowed General Unsecured Claim” means a General Unsecured Claim to the extent it is or becomes an Allowed Claim.

“Allowed Secured Claim” means a Secured Claim other than the Allowed DIP Claim, to the extent it is or becomes an Allowed Claim.

“Allowed Subordinated Claim” means a Subordinated Claim to the extent it is or becomes an Allowed Claim.

“Allowed Priority Unsecured Non-Tax Claim” means any Claim, other than an Administrative Claim or a Priority Tax Claim, to the extent it is or becomes an Allowed Claim and entitled to priority in payment under section 507(a) of the Bankruptcy Code.

“Allowed Priority Tax Claim” means any Claim, to the extent it is or becomes an Allowed Claim and entitled to priority in payment under section 507(a)(8) of the Bankruptcy Code.

“Approved Budget” means the Budget agreed to by the Debtor and the DIP Lender and attached as Exhibit A to the DIP Note.

“Available Cash” means all of the Cash held by the Reorganized Debtor including Cash deposited or held in the Distribution Reserve on account of disputed or undetermined Administrative Claims, Priority Tax Claims, Priority Unsecured Non-Tax Claims, and General Unsecured Claims to the extent that those Claims are disallowed in whole or in part after the Effective Date, less the Distribution Reserve.

“Avoidance Actions” means any and all rights, claims, and causes of action arising under any provision of Chapter 5 of the Bankruptcy Code.

“Avoided Lien” means a Lien to the extent it has been set aside, invalidated, or otherwise avoided pursuant to an Avoidance Action or otherwise.

“Ballot” means the form of ballot which the Debtor will transmit to Creditors who are, or may be, entitled to vote on the Plan.

“Bankruptcy Case” means *In re Hipcricket, Inc.*, Case No. 15-10104 (LSS) in the United States Bankruptcy Court for the District of Delaware.

“Bankruptcy Code” means the Bankruptcy Reform Act of 1978, as amended, Title 11, United States Code, as applicable to this Bankruptcy Case.

“Bankruptcy Court” means the United States Bankruptcy Court for the District of Delaware, together with the District Court as to matters as to which the reference is withdrawn under 11 U.S.C. § 157(d).

“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure.

“Beneficial Interest” means an interest that entitles the holder thereof to a Distribution in accordance with the Distribution Trust Agreement.

“Beneficiary” means the holder of a Beneficial Interest, whether individually or as agent on behalf of other entities.

“Business Day” means any day other than a Saturday, Sunday, or a “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

“Cash” means Cash, wire transfer, certified check, cash equivalents and other readily marketable securities or instruments, including, without limitation, readily marketable direct obligations of the United States of America, certificates of deposit issues by banks, and commercial paper of any Person, including interest accrued or earned thereon.

“Charter Documents” means the articles of certificate of incorporation and the bylaws of the Debtor or Reorganized Debtor, as applicable, and any amendments to the foregoing.

“Chief Executive Officer” means Todd Wilson, in his capacity as the Chief Executive Officer of the Debtor.

“Claim” has the meaning assigned to such term by section 101(5) of the Bankruptcy Code.

“Claim Objection Deadline” means the first Business Day that is 120 days after the Effective Date, as may be extended by order of the Bankruptcy Court.

“Claims Against Third Parties” means Avoidance Actions.

“Class” means one of the classes of Claims or Equity Interests defined in Article III of the Plan.

“Clerk” means the Clerk of the Bankruptcy Court.

“Closing” means the closing of the transactions contemplated under Article VI of the Plan.

“Collateral” means all Estate Property securing the repayment of the DIP Credit Facility.

“Committee” means the Committee of Unsecured Creditors appointed by the U.S. Trustee on January 30, 2015.

“Confirmation Date” means the date upon which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court.

“Confirmation Hearing” means the hearing held by the Bankruptcy Court pursuant to section 1128 of the Bankruptcy Code to consider confirmation of this Plan, as such hearing may be adjourned or continued from time to time.

“Confirmation Order” means the Order of the Bankruptcy Court approving and confirming the Plan in accordance with the provisions of Chapter 11 of the Bankruptcy Code.

“Consideration” means Cash paid by the Plan Sponsor in the amount of \$8,250,000, subject to the Subscription Option. For the avoidance of doubt, the Consideration payable by the Plan Sponsor under the Plan shall be reduced on a dollar-for-dollar basis to reflect the amount of Allowed DIP Claim exchanged for New Equity pursuant to the Subscription Option.

“Creditor” means any person that holds a Claim against the Debtor that arose on or before the Effective Date, or a Claim against the Debtor of any kind specified in sections 502(f), 502(g), 502(h) or 502(i) of the Bankruptcy Code.

“Cure Amount” means the amount of Cash required to cure defaults necessary to assume an Executory Contract under 11 U.S.C. § 365(b) as determined by the Bankruptcy Court or pursuant to any agreement among the Reorganized Debtor and the other party(ies) to the Executory Contract and as listed in the Schedule of Assumed Contracts and Unexpired Leases

“Cure Amount Objection Bar Date” means May 1, 2015.

“D&O Policies” means all current and prior director and officer insurance policies of Debtor and all rights of any nature with respect thereto, including all insurance recoveries thereunder and rights to assert claims with respect to any insurance recoveries.

“Debtor” means Hipcricket, Inc., a Delaware corporation and debtor-in-possession in the Bankruptcy Case.

“Debtor-in-Possession” means the Debtor in its capacity as debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

“DIP Note” means the Debtor-In-Possession Note, dated as of [ 2015], by and between the Debtor and the DIP Lender and approved by the Bankruptcy Court, as subsequently amended or modified.

“DIP Lender” means ESW Capital, LLC, in its capacity as debtor-in-possession lender under the DIP Note.

“Disallowed Claim” means a Claim, or any portion thereof, that (a) has been disallowed by either a Final Order or pursuant to a settlement, or (b)(i) is listed in the Schedules of Assets and Liabilities at zero or as contingent, disputed or unliquidated, including by amendment hereby of such Schedules of Assets and Liabilities, and (ii) as to which a bar date has been established but no proof of claim has been filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code, any Final Order, or applicable law, or which is not deemed allowed by the terms of the Plan.

“Disclosure Statement” means the Disclosure Statement for the Plan of Reorganization of Hipcricket, Inc. dated March 20, 2015, filed by the Proponents with the Bankruptcy Court, as may be amended or supplemented.

“Disclosure Statement Approval Date” means the date the Order Approving Disclosure Statement is entered on the docket of the Bankruptcy Case.

“Disputed Claim” means a Claim as to which a proof of claim or interest has been Filed or deemed Filed under applicable law, as to which an objection has been or may be timely Filed and which objection, if timely Filed, has not been withdrawn on or before any date fixed for Filing such objections by the Plan or Order of the Bankruptcy Court and has not been overruled or denied by a Final Order. Prior to the time that an objection has been or may be timely Filed, for the purposes of the Plan, a Claim shall be considered a Disputed Claim to the extent that: (i) the amount of the Claim specified in the proof of claim exceeds the amount of any corresponding Claim in the Schedules of Assets and Liabilities to the extent of such excess; (ii) no corresponding Claim has been scheduled in the Schedules of Assets and Liabilities; or (iii) the Claim has been scheduled in the Schedules of Assets and Liabilities as contingent, disputed or unliquidated or in the amount of \$0.

“Disputed Cure Amount” means, with respect to an Executory Contract for which a Proof of Cure



Claim is filed, the amount that the counterparty to such Executory Contract asserts is necessary to assume such Executory Contract under 11 U.S.C. § 365(b).

“Distribution” means, except as otherwise provided in the Plan, the property required by the Plan to be distributed to the holders of Allowed Claims.

“Distribution Date” means any date that a Distribution is made under the Plan or the Distribution Trust Agreement.

“Distribution Record Date” means the Confirmation Date.

“Distribution Reserve” means a reserve established to hold, in one or more segregated accounts to be established by the Debtor, Cash equal to the aggregate of (a) Cash that would have been distributed on the Distribution Date on account of Disputed or undetermined (i) Administrative Claims had they been Allowed Claims, provided that with respect to Administrative Claims for which applications for compensation of professionals or other periods retained or to be compensated pursuant to sections 327, 328, 330, 331 and 503(b) of the Bankruptcy Code are or will be pending but are then undetermined, the amount of Cash deposited shall be the amount sought by such persons or the maximum amount such persons indicate that they intend to apply for, (ii) Priority Unsecured Non-Tax Claims, and (iii) General Unsecured Claims, plus (b) accrued interest on all Cash in the Distribution Reserve, plus (c) Cash in the amount of all taxes previously incurred by the Debtor (and not paid or otherwise provided for under the Plan) and all taxes and professional fees estimated to be incurred by the Reorganized Debtor, including professional fees of the Reorganized Debtor; plus (d) Cash in the amount of all estimated costs and expenses of effectuating the corporate actions contemplated by Article VI of the Plan, plus (f) Cash in the amount of the estimated operating expenses of the Reorganized Debtor, if any.

“Distribution Trust” means the trust established under the Plan and the Distribution Trust Agreement.

“Distribution Trust Account” means the segregated interest bearing account established by the Distribution Trust into which shall be deposited (a) the Distribution Trust Fund, (b) the proceeds of the Distribution Trust Avoidance Actions, and (c) the proceeds of the liquidation of all other Distribution Trust Assets.

“Distribution Trust Agreement” means the trust agreement that establishes the Distribution Trust and governs the powers, duties, and responsibilities of the Distribution Trustee and the Oversight Board. The Distribution Trust Agreement shall be part of the Plan Supplement.

“Distribution Trust Assets” means, collectively, (a) the Distribution Trust Avoidance Actions, (b) the Distribution Trust Fund, and (c) the D&O Policies.

“Distribution Trust Available Cash” means the cash on deposit in the Distribution Trust Account at any time, less the Distribution Trust Operating Reserve.

“Distribution Trust Avoidance Actions” means the Avoidance Actions against any Insider held by the Debtor on the Effective Date and transferred to the Distribution Trust at the Closing.

“Distribution Trust Fund” means Consideration to be funded to the Distribution Trust Account after payment of certain obligations on the Effective Date, including the Allowed DIP Claim and obligations under 6.4(e) of the Plan.

“Distribution Trust Operating Expenses” means the reasonable costs and expenses, including professional fees, of the Distribution Trustee in administering the Distribution Trust.

“Distribution Trust Operating Reserve” means such reserve of Cash determined from time to time by the Distribution Trustee pursuant to the Distribution Trust Agreement to be reasonably necessary to pay Distribution Trust Operating Expenses, including (a) the unpaid liabilities, debts, or obligations of the Distribution Trust; (b) the fees and expenses of the Distribution Trustee; (c) all fees and expenses of professionals retained by the Distribution Trust; and (d) any and all other costs associated with the liquidation or preservation of the Distribution Trust Assets.

“Distribution Trust Register” means the register of Beneficial Interests in the Distribution Trust.

“Distribution Trust Registrar” means the registrar of the Distribution Trust Register appointed by the Distribution Trustee.

“Distribution Trustee” means the Person appointed to administer the Distribution Trust with such rights, duties, and obligations as set forth in the Distribution Trust Agreement, subject to the authority of the Oversight Board.

“District Court” means the United States District Court for the District of Delaware.

“Effective Date” means the first Business Day following the Confirmation Date on which (a) the Confirmation Order is not stayed, (b) all conditions to the effectiveness of the Plan have been satisfied or waived as provided in the Plan, and (c) the Reorganized Debtor has Filed a notice of the Effective Date.

“Equity Interest” means any interest in the Debtor represented by ownership of common or preferred stock including, to the extent provided by applicable law, any warrant, option or other security to acquire any of the foregoing.

“Estate” means the estate created upon the filing of the Bankruptcy Case pursuant to section 541 of the Bankruptcy Code, together with all rights, claims and interests appertaining thereto.

“Estate Property” means all right, title, and interest in and to any and all property of every kind or nature owned by the Debtor or its Estate on the Effective Date as defined by 11 U.S.C. § 541.

“Executory Contracts” means executory contracts and unexpired leases as such terms are used in 11 U.S.C. § 365, including all operating leases, capital leases, and contracts to which the Debtor is a party or beneficiary on the Confirmation Date.

“File or Filed” means a request for relief encompassed within a pleading or other document is Filed when and on such date as such pleading or other document is entered on the docket of the Bankruptcy Court in this Bankruptcy Case. A proof of claim is Filed when and on such date as such proof of claim is entered on the claims register in this Bankruptcy Case.

“Final Distribution” means a Distribution made under the Plan which represents the only or last Distribution to be made to a particular Class of Creditors.

“Final Distribution Date” means the date upon which the Reorganized Debtor makes a Final Distribution.

“Final Order” means an order or judgment which has not been reversed, stayed, modified, or

amended and as to which the time for appeal has expired and no stay has been obtained.

“General Bar Date” means the deadline for filing proofs of claim established by the Bankruptcy Court as May 4, 2015, at 4:00 p.m. prevailing Eastern time.

“General Unsecured Claim” means a Claim other than an Administrative Claim, a Priority Unsecured Non-Tax Claim, or a Priority Tax Claim.

“Governmental Unit” means United States; State; Commonwealth; District; Territory; municipality; department, agency, or instrumentality of the United States (but not a United States trustee while serving as a trustee in a case under title 11 of the United States Code), a State, a Commonwealth, a District, a Territory, or a municipality; or other domestic government.

“Governmental Unit Bar Date” means July 19, 2015, at 4:00 p.m. prevailing Eastern time, the deadline for Governmental Units to File proofs of claim in the Bankruptcy Case.

“Insider” has the meaning set forth in section 101(31) of the Bankruptcy Code.

“Interest Holder” means any holder or owner of an Equity Interest.

“IP” means intellectual property, including, without limitation, the following: (i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (ii) all copyrights and applications for copyright, domestic or foreign, together with the underlying works of authorship (including titles), whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and all other rights and works of authorship, all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating any copyrights, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, and all other rights, claims and demands in any way relating to any such copyrights or works, including royalties and rights to sue for past, present or future infringement, and all rights of renewal and extension of copyright; (iii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof; (iv) all trade secrets, trade dress, trade styles, logos, other source of business identifiers, mask-works, mask-work registrations, mask-work applications, software, confidential and proprietary information, customer lists, license rights, advertising materials, operating manuals, methods, processes, know-how, algorithms, formulae, databases, quality control procedures, product, service and technical specifications, operating, production and quality control manuals, sales literature, drawings, specifications, blue prints, descriptions, inventions, name plates, catalogs, internet websites, and internet domain names and associated URL addresses; (v) the entire goodwill of or associated with the businesses now or hereafter conducted by the Debtor connected with and symbolized by any of the aforementioned properties and assets; and (vi) all accounts, payment intangibles, commercial tort claims and other rights to payment, all other proprietary rights or other intellectual or other similar property, and all other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, and all proceeds of any IP.

“Lien” means a charge against or interest in property to secure payment of a debt or performance of an obligation which has not been avoided or invalidated under any provision of the Bankruptcy Code or other applicable law.

“New Equity” means the all of the equity interest in the Reorganized Debtor, issued on the Effective Date, to the Plan Sponsor, and to the DIP Lender under and subject to the Subscription Option, in the total amount of 1,000 shares, free and clear of all Liens, Claims and encumbrances of any kind, except as provided in the Plan.

“Objection to Cure Amount” means the document filed in the Bankruptcy Court by a counterparty to an Executory Contract required in the event that such counterparty disputes the Cure Amount identified in the Schedule of Assumed Contracts and Unexpired Leases.

“Order Approving Disclosure Statement” means the Order (A) Approving the Disclosure Statement, (B) Scheduling a Hearing to Consider Confirmation of the Plan, (C) Establishing Voting and Objection Deadlines, and (D) Approving Forms of Ballots and Solicitation Procedures entered by the Bankruptcy Court.

“Ordinary Course Creditor(s)” means a Creditor with an Ordinary Course Liability.

“Ordinary Course Liability” means an Administrative Claim (other than a Professional Compensation Claim or an Administrative Tax Claim) based on liabilities incurred in the ordinary course of the Debtor’s business operations.

“Oversight Board” means the three (3) Person board appointed by the Committee to oversee, direct and approve the actions of the Distribution Trustee in accordance with the Distribution Trust Agreement. The initial members of the Oversight Board shall be identified in the Plan Supplement.

“Person” means an individual, a corporation, a partnership, an association, a joint stock company, a joint venture, an estate, a trust, an unincorporated association or organization, a governmental unit or any agency or subdivision thereof or any other entity, and the Protected Parties.

“Petition Date” means January 20, 2015, the date on which the Debtor filed its voluntary Chapter 11 petition commencing the Bankruptcy Case.

“Plan” means this Plan of Reorganization of the Debtor, as it may be amended or modified.

“Plan Documents” means, collectively, those material documents executed or to be executed in order to consummate the transactions contemplated under the Plan, which will be filed with the Bankruptcy Court on or before April 27, 2015.

“Plan Sponsor” means ESW Capital, LLC or an affiliate, in such capacity.

“Plan Supplement” means, collectively, any such documents as are referenced as such in this Plan to be Filed hereafter to supplement or clarify aspects of the Plan.

“Post-Confirmation Service List” means the list of those parties who have notified the Reorganized Debtor in writing, at or following the Confirmation Hearing, of their desire to receive electronic notice of all pleadings filed by the Reorganized Debtor and have provided the e-mail address to which such notices shall be sent.

“Priority Unsecured Non-Tax Claim” means any Claim (other than an Administrative Claim or a Priority Tax Claim) to the extent entitled to priority in payment under section 507(a) of the Bankruptcy Code.

“Priority Tax Claim” means any Claim held by a Governmental Unit entitled to priority in payment under section 507(a)(8) of the Bankruptcy Code.

“Professional” means a professional employed in the Bankruptcy Case pursuant to Final Order under sections 327, 328, 363, or 1103 of the Bankruptcy Code; provided that for the purposes of any bar dates, duties or other requirements imposed by the Plan (as distinguished from benefits or rights provided by or pursuant to the Plan), any professional not so employed in the Bankruptcy Case, but asserting any right or claim like a Professional on account of any service for or engagement by any foreign representative or foreign proceeding, shall have to comply with such same bar dates, duties and requirements as a Professional as one condition precedent to seeking any standing in the Bankruptcy Case, any Allowance of any Claim or any other right under the Plan like a Professional, with the Reorganized Debtor and other parties in interest reserving all other challenges and defenses thereto.

“Professional Compensation Claim” means a Claim for compensation or reimbursement of expenses of a Professional retained in the Bankruptcy Case or any Chapter 11 trustee, and requested in accordance with the provisions of 11 U.S.C. §§ 326, 327, 328, 330, 331, 503(b) and 1103; provided that for the purposes of any Claim asserted by any professional not so employed in the Bankruptcy Case, but asserting any Claim like a Professional on account of any service for or engagement by any foreign representative or foreign proceeding, the holder of such Claim shall have to comply with the same bar dates, duties and requirements as the holder of a Professional Compensation Claim as one condition precedent to seeking any standing or treatment as such, with the Reorganized Debtor and other parties in interest reserving all other challenges and defenses thereto.

“Pro Rata Share” means as to a particular holder of a particular Claim, the ratio that the amount of such Claim held by such Claimholder bears to the aggregate amount of all Claims in the particular Class or category. Such ratio shall be calculated as if all Claims in the particular Class or category asserted against Debtor are Allowed Claims as of the Effective Date, unless specifically provided otherwise in the Plan.

“Proponents” means the Plan Sponsor and the Debtor, in their capacity as proponents of the Plan.

“Protected Parties” (each one, a “Protected Party”) means (a) the Debtor; (b) the Reorganized Debtor; (c) the Distribution Trust; (d) the Distribution Trustee; (e) the Plan Sponsor and its affiliates; (f) the DIP Lender; (g) the Committee and its members; and (h) directors, officers, agents, attorneys, accountants, consultants, equity holders, financial advisors, investment bankers, professionals, experts, and employees of any of the foregoing, in their respective capacities as such. Any affiliate or other party related to any Protected Party shall also be a Protected Party to the extent that such affiliate or related party is alleged or charged to be directly or indirectly liable on any derivative, vicarious liability, alter ego or other theory for imposing liability on an affiliate or related party for the conduct or liability of the Protected Party. For the avoidance of doubt, the target of any Distribution Trust Avoidance Action shall not be, and is not, a Protected Party.

“Qualified Ordinary Course Creditor” means of the Ordinary Course Creditors, the DIP Lender.

“Rejection Claim Bar Date” means either (as applicable) (i) in respect to Executory Contracts rejected pursuant to a revocation notice filed pursuant to Section 8.3(b) of the Plan, the date that is thirty

(30) days after the filing of such revocation notice, or (ii) as to all other Executory Contracts, the date that is thirty (30) days after the Effective Date.

“Reorganized Debtor” means the Debtor as it exists after the Effective Date.

“Rights of Action” means any and all claims, debts, demands, rights, defenses, actions, causes of action, suits, contracts, agreements, obligations, accounts, defenses, offsets, powers, privileges, licenses and franchises of any kind or character whatsoever, known or unknown, suspected or unsuspected, whether arising before, on, or after the Petition Date, in contract or in tort, at law or in equity, or under any other theory of law, of the Debtor or its Estate.

“Schedule of Assumed Contracts and Unexpired Leases” means the schedule identifying the Executory Contracts and Unexpired Leases to be assumed by the Reorganized Debtor under the Plan. The Schedule of Assumed Contracts and Unexpired Leases is attached as Exhibit B to the Plan.

“Schedules of Assets and Liabilities” means the Debtor’s Schedules of Assets and Liabilities, as may be amended or supplemented, and filed with the Bankruptcy Court in accordance with section 521(a)(1) of the Bankruptcy Code, including as amended by the Plan or any Plan Supplement.

“Secured Claim” means a claim secured by the Debtor’s assets, except for the Allowed DIP Claim.

“Shareholder Lawsuit” means the lawsuit styled and captioned, *Leibsohn v. Hipcricket Technologies, Inc.*, Case No. 13-3-40007-3, pending in the Superior Court of Washington for King County.

“Subordinated Claim” means any Claim subject to subordination under section 510(b) of the Bankruptcy Code, including, but not limited to, any Claim resulting from or related to the Shareholder Lawsuit.

“Subscription Option” means the ability of the Qualified Ordinary Course Creditor to, at its option, exchange a total of up to \$3,000,000 of its Allowed DIP Claim for up to a total of 600 shares of New Equity at a rate of \$5,000 of its Allowed DIP Claim for one (1) share of New Equity. The Consideration payable by the Plan Sponsor under the Plan shall be reduced on a dollar-for-dollar basis to reflect the amount of Allowed DIP Claim exchanged for New Equity pursuant to the Subscription Option.

“Treasury Regulations” means the regulations promulgated under the Internal Revenue Code by the Department of the Treasury of the United States.

“U.S. Trustee” means the Office of the United States Trustee for Region 3.

“Yahoo!” means Yahoo! Inc., and its current or future wholly-owned U.S. affiliates.

“Yahoo! IP” means U.S. or foreign patents, copyrights, trademarks, trade secrets, or other intellectual property owned by Yahoo!.

“Yahoo! Rights” means the rights, claims, interests, and defenses of Yahoo! set forth in Section 10.3 of the Plan.

**EXHIBIT B****Schedule of Assumed Contracts and Unexpired Leases**

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
121 Mobile Solutions	Non-Disclosure Agreement	\$0.00
30 Second Software d/b/a Digby	Non-Disclosure Agreement	\$0.00
3d Magic Factory	Non-Disclosure Agreement	\$0.00
a-10 Clinical Solutions	Non-Disclosure Agreement	\$0.00
Aarons, Inc.	Non-Disclosure Agreement	\$0.00
Abbott Diabetes Care Inc	FreeStyle Promise Program 5-26-2011	\$0.00
Academy Limited	Non-Disclosure Agreement	\$0.00
Acosta Sales & Marketing	Non-Disclosure Agreement	\$0.00
Actavis (Forest Labs)	Actavis (Forest Labs) Mobile ADLIFE Support SOW dated 12-2014 (OPP-0000010978)	\$0.00
Adconion Direct Inc	Non-Disclosure Agreement	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Adrea Rubin Media Inc	Non-Disclosure Agreement	\$0.00
Adspace Ink LLC	Non-Disclosure Agreement	\$0.00
Aenta Life Insurance Company	Short/Long-Term Disability, Basic Life, Voluntary Term Life Insurance Coverage provided by Aenta Life Insurance Company	\$0.00
Aetna	Aetna medical and dental PPO plans	\$0.00
Aetna Life Insurance Company	Aetna Group Health and Dental Plans (Hipcricket - 805393)	\$0.00
Aimia	Aimia - MSA 03-2013	\$0.00
AIMIA	AIMIA - File Upload Tool Dated 06-2014	\$0.00
Aimia Inc	Non-Disclosure Agreement	\$0.00
Air 1 & K Love	Air 1 & K Love - Standard 2014-2016 Addendum- 03-23-2015	\$0.00
AirCload Inc	Non-Disclosure Agreement	\$0.00
Airpush Inc	Non-Disclosure Agreement	\$0.00



COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Akron Beacon Journal Broadcast	Akron Beacon Journal Broadcast dated 06-2012	\$0.00
Alma DDB	Non-Disclosure Agreement	\$0.00
Amar, Jean-Luc	Confidentiality and Non-Solicitation Agreement	\$0.00
Amazon	Non-Disclosure Agreement	\$0.00
Amazon Hosting Services	Amazon Hosting Services	\$52,577.11
American Cancer Society	American Cancer Society - Amendment 4 02-2014	\$0.00
American Cancer Society	American Cancer Society - SMS Renewal 05-2013	\$0.00
American Cancer Society Inc	American Cancer Society Inc (ACS #10483) 01-2011	\$0.00
American Greeting Corporation	Non-Disclosure Agreement	\$0.00
American Greetings corporation	Non-Disclosure Agreement	\$0.00
Arnsberry, Marc	Confidentiality and Non-Solicitation Agreement	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
AOL, Inc.	Patent License and Settlement Agreement, effective February 5, 2013, by and between Augme Technologies, Inc. and AOL Inc.	\$0.00
Aravamudhan, Saranath	Confidentiality and Non-Solicitation Agreement	\$0.00
Arby's	Arby's - Hey Chef Neville SOW 11-2012	\$0.00
Arbys Restaurant Group	Arbys Restaurant Group MSA SOW Hey Chef Neville 11-2013	\$0.00
Ariadna	LAN USA Q1 March 2015	\$0.00
Armed Forces Communications dba \	Non-Disclosure Agreement	\$0.00
Ascent Marketing Partners	Non-Disclosure Agreement	\$0.00
AscentMarketing	AscentMarketing-MMSSweeps Jul-Oct 2014 SOW 04-2014	\$0.00
AscentMarketing	AscentMarketing-SMSSweepsJune-July 2014, 03-2014	\$0.00
Asphalt Green	Asphalt Green - Text to Offer SOW - 02-12-2015	\$0.00
AstraZeneca Pharmaceuticals	Non-Disclosure Agreement	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
AT & T Mobility llc	Non-Disclosure Agreement	\$0.00
AT&T Adworks LLC	Non-Disclosure Agreement	\$0.00
Audible Magic	Non-Disclosure Agreement	\$0.00
Avalanche Media Group, LLC	Wingstop DFW Avalanche Dated 11-24-2014	\$0.00
Balakrishnan, Selvamuthu	Confidentiality and Non-Solicitation Agreement	\$0.00
Balzo, Martin	Confidentiality and Non-Solicitation Agreement	\$0.00
BCH	KY Kingdom Louisville 2015	\$0.00
BCMS Corporate LLC	Non-Disclosure Agreement	\$0.00
Beanstock Media Inc	Non-Disclosure Agreement	\$0.00
Beasley FM Acquisition	Services Agreement, dated March 28, 2012, by and between Beasley FM Acquisition and Augme Technologies, Inc.	\$0.00
Beasley Media	Beasley Media – Text Contest Daily Winner SOW – 03-02-2015	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Beasley Miami WQAM WKIS	Beasley Miami WQAM WKIS Serv Agmt Renewal 05-2012	\$0.00
Beasley WXTU	Beasley WXTU - FM Philadelphia Show Text 2014 -05-2014	\$0.00
Belk Ecommerce LLC	Non-Disclosure Agreement	\$0.00
Benchmark	Non-Disclosure Agreement	\$0.00
Bender Helper Impact Inc	Non-Disclosure Agreement	\$0.00
Bernstein-Rein Advertising	McDonald's Q1 Breakfast Eastern Iowa Advertising	\$0.00
Best Western Intl	Non-Disclosure Agreement	\$0.00
Big River	Big River - VA Lottery Image Recognition MMS Platform 07-2013	\$0.00
Big River Advertising	Big River Advertising - Virginia Lottery SOW 3yr 03-2013	\$0.00
Birrell, Aaron	Confidentiality and Non-Solicitation Agreement	\$0.00
Bisk Education Inc	Non-Disclosure Agreement	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Blue Bite LLC	Non-Disclosure Agreement	\$0.00
Blue Box Group	Non-Disclosure Agreement	\$0.00
Blue Chip Worldwide Marketing	Non-Disclosure Agreement	\$0.00
Blue Kai	Non-Disclosure Agreement	\$0.00
Blue Messaging Mexico SAPI	Non-Disclosure Agreement	\$0.00
Boehringer Ingelheim	Master Marketing Services, dated November 16, 2012, by and between Boehringer Ingelheim and Augme Technologies, Inc.	\$0.00
Boehringer Ingelheim Pharmaceuticals, Inc.	Change Purchase Order (PO Number 45384258) dated 01-08-2014	\$0.00
Bonneville	Bonneville - KIRO AM 02-2013	\$0.00
Bonneville KIRO AM	Bonneville - KIRO AM Std Serv Agreement 03-2010	\$0.00
Border Media Partners	Border Media Partners - Sale of KBDR to MBM Radio 2012	\$0.00
Border Media Partners Laredo	Border Media Partners Laredo Service Agreement dated 07-2010	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Border Media Partners Laredo	Border Media Partners Laredo Renewal 02-2013	\$0.00
Borgford, Guy	Confidentiality and Non-Solicitation Agreement	\$0.00
BPN Chicago	Hillshire Farms Snacking Target King Soopers 3Q20014-2Q2015	\$0.00
Bradford, Tiffany	Confidentiality and Non-Solicitation Agreement	\$0.00
Bradshaw Advertising	Non-Disclosure Agreement	\$0.00
Brand Movers	Brand Movers - 02-02-20 15	\$0.00
Brand Movers	Brand Movers - United Football 08-2014	\$0.00
Brand Movers Inc.	One Day Event Program SOW 09-2014 (OPP-0000010816)	\$0.00
Brandmovers	Non-Disclosure Agreement	\$0.00
Brandmovers Inc	SMS Program 01-2014	\$0.00
Brar, Andrea	Confidentiality and Non-Solicitation Agreement	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Briabe Mobile LLC	Non-Disclosure Agreement	\$0.00
Brierley & Partners	Non-Disclosure Agreement	\$0.00
Brightag	Non-Disclosure Agreement	\$0.00
Brinker international	Non-Disclosure Agreement	\$0.00
Bristol Myers Squibb	Non-Disclosure Agreement	\$0.00
Broadcast Co of the Americas	Service Agreement dated 02-2011	\$0.00
Brooks, Kelli	Confidentiality and Non-Solicitation Agreement	\$0.00
Brown Forman Corp	Non-Disclosure Agreement	\$0.00
Bryan Broadcasting KNDE	Standard Service Agreement for 2008-2009	\$0.00
Bryan Broadcasting KNDE-FM	KNDE-FM Renewal Agreement dated 08-2011	\$0.00
Buchan, Britney	Confidentiality and Non-Solicitation Agreement	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Buck, Michael	Confidentiality and Non-Solicitation Agreement	\$0.00
Buelterman, Karen	Confidentiality and Non-Solicitation Agreement	\$0.00
Buffets Inc	Buffets Inc - MSA-SOW Buffets SMS Platform 07-2013	\$0.00
Buffets Inc	Buffets Inc Addendum	\$0.00
Buffets Inc	Buffets Inc - additional messages - 12-2014 (OPP-0000010914)	\$0.00
Bully Pulpit Interactive	Non-Disclosure Agreement	\$0.00
Burt Bees	Burt Bees SMS MMS 3year - 07-2014	\$0.00
Burts Bees	Burts Bees - Mobilization 09-2013	\$0.00
Burts Bees	Burts Bees - Mobilization 09-2013	\$0.00
Butler, Shine, Stern & Partners	Non-Disclosure Agreement	\$0.00
Buzzetti, Todd	Confidentiality and Non-Solicitation Agreement	\$0.00



COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
CACI, Inc. - Federal	Non-Disclosure Agreement	\$0.00
Caesars	Caesars MSA-SOW 08-2012	\$0.00
Caesars Entertainment	Caesars Entertainment SMS Program renewal- 2013-2014, 11-2013	\$0.00
Caesars Entertainment	Caesars Entertainment - Interactive Display Program - 11-2013	\$0.00
CallFire Inc	Non-Disclosure Agreement	\$0.00
Campbell Ewald	Campbell Ewald MSA SOW- Edward Jones SMS - 01-2014	\$0.00
Capital One	Non-Disclosure Agreement	\$0.00
Capital One	Capital One - ShareBuilder QR Code Platform 08-2013	\$0.00
Capital One	Capital One - ShareBuilder SMS 06-2013	\$0.00
Capital One	Capital One - Mobile ScratchandWin 02-2014	\$0.00
Capital One	Capital One - Strategy SOW 03-30-2012 - (OPP-0000005384)	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Capital One	Capital One Long Term MSA -11-2014 (OPP-0000010766)	\$0.00
Capital One	Capital One MobileShowcase Widget SOW 01-2014	\$0.00
Capital One	Capital One Brand Campaign SOW Aug - Oct 2014	\$0.00
Capital One	Capital One MSA 1 year extension to June 2015 - 05-2014	\$0.00
Capital One	Capital One - Spark Pay SMS Campaign 07-2014	\$0.00
Capital One	Capital One - Sports Sponsorship SMS Campaign 08-2014	\$0.00
Capital One Services Inc.	Capital One Services Inc. #CW2150440 MSA 06-06-2011	\$0.00
CapitalOne	CapitalOne ScanPay SOW 12-2013	\$0.00
CapitalOne	CapitalOne ScanPay SOW 12-2013 - (OPP-0000008724)	\$0.00
Carey, Kelsey	Confidentiality and Non-Solicitation Agreement	\$0.00
Carhatt	Non-Disclosure Agreement	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Carino, Marinelle	Confidentiality and Non-Solicitation Agreement	\$0.00
Catalist	Non-Disclosure Agreement	\$0.00
Catalist, LLC	Non-Disclosure Agreement	\$0.00
CBS Miami	CBS Miami – Short Code Trasfer SOW 02-03-2015	\$0.00
CC LA	CC LA - MyFM Text Tweet 2 Screen Nov. 8 2014 - 10-2014 - (OPP-0000010865)	\$0.00
CC LA - MyFM Text Tweet 2 Screen	CC LA - MyFM Text Tweet 2 Screen Nov. 8 2014 - 10-2014 - (OPP-0000010865)	\$0.00
CCSU	CCSU revised contract - May 1 2014 - 02-2014	\$0.00
CCSU Hosting	CCSU Hosting Addendum 09-2013	\$0.00
Celebrex HCP	Celebrex HCP Mobile 2014 Platform Renewal 12-12-2013 (0000010989)	\$0.00
Cellum Global Inc	Non-Disclosure Agreement	\$0.00
Celtic Chicago	Non-Disclosure Agreement	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Central Garden	Central Garden MSA 2012	\$0.00
Central Garden & Pet	Central Garden & Pet -Monthly Licensing Fee SOW 02-2014	\$0.00
Central Garden & Pet	Central Garden & Pet - Site Update Renewal - 03-02-2015	\$0.00
Chipotle	Chipotle 3 month extension addendum - 02-2014	\$0.00
Chrystal Farms	AllWhites Egg Whites 2015	\$0.00
Chung, Wanda	Confidentiality and Non-Solicitation Agreement	\$0.00
CIBO Global	Non-Disclosure Agreement	\$0.00
Citadel Broadcasting	Citadel Broadcasting MSA SOW re WIWF and WSSX Stations 10-25-2013	\$0.00
Clear Channel	Clear Channel MSA Final 11-2013	\$0.00
Clear Channel	Clear Channel Transfer Indy 2014 KD - 05-2014	\$0.00
Clear Channel	Clear Channel Transfers Detroit WJLB 2014 KD 05-2014	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Clear Channel	Clear Channel Transfers Detroit WNIC 2014 KD - 05-2014	\$0.00
Clear Channel add Ryan Seacrest	Clear Channel add Ryan Seacrest 2014 KD - 05-2014	\$0.00
Clear Channel Corporate iHeart National Code	Clear Channel Corporate iHeart National Code - 05-2014	\$0.00
Clear Channel Orlando WTKS	Clear Channel Orlando WTKS 77031 07-2014	\$0.00
Clear Channel Orlando WXXL	Clear Channel Orlando WXXL SOW 07-2014	\$0.00
Client Money Services Inc.	Services Agreement, dated January 1, 2012, by and between Client Money Services Inc. and Augme Technologies, Inc.	\$0.00
Clorox	Clorox - Aplicare Reminder Program SOW -03-2014	\$0.00
Clorox	Clorox HEB Sweepstakes SOW 2014 - 02-2014	\$0.00
Clorox	Clorox - Aplicare - Patient Reminder Messaging - 07-2014	\$0.00
Clorox	Clorox Gudhappens Mobilization SOW - 07-2012	\$0.00
Clorox	Clorox and Augme MSA	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Clorox	Clorox - Brita Mobile Slider Resizing SOW - 04-2014	\$0.00
Clorox	Clorox - Project Rosie QR Codes - 03-2014	\$0.00
Clorox	Clorox API Integration for Bienvenidos - 05-2014	\$0.00
Clorox	Clorox World Cup Campaign - 05-2014	\$0.00
Clorox	Clorox - Brita Data Feed SOW - 07-2014	\$0.00
Clorox	Clorox - Qr Program SOW - 03-02-2015	\$0.00
Clorox	Clorox - Contract Amendment 4 - 02-05-2015	\$0.00
Clorox - Burt Bees	Clorox - Burt Bees - Lip Crayon Inclusion & Home Page - 07-2014	\$0.00
Clorox - Burt Bees	Clorox - Burt Bees SOW - Additional Brand Coupons - 04-2014	\$0.00
Clorox - Burt Bees	Clorox - Burt Bees - Nature Knows Color - Lip Tip Addition - 07-2014	\$0.00
Clorox - Burt Bees	Clorox - Burt Bees - June Advertising - 06-2014	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Clorox - Burt's Bees	Clorox - Burt's Bees SMS Platform 08-2012	\$0.00
Clorox - Clorox.com	Clorox - Clorox.com SMS API Integration - 10-2014 - (OPP-0000010880)	\$0.00
Clorox - Clorox.com	Clorox - Clorox.com SMS API Integration - 10-2014 - (OPP-0000010880)	\$0.00
Clorox - Fresh Step	Clorox - Fresh Step - New Target landing pages - 06-2014	\$0.00
Clorox Brita	Clorox Brita on Pack QR and SMS Messaging SOW - 02-2014	\$0.00
Clorox Brita	Clorox Brita New Product Page - 05-2014	\$0.00
Clorox Brita	Clorox Brita on Pack QR and SMS Messaging SOW - 02-2014	\$0.00
Clorox Brita Filter	Clorox Brita Filter Reminder Registration Page - 06-2014	\$0.00
Clorox Burt Bees	Clorox Burt Bees Bee Keeper Mobile App 08-2014	\$0.00
Clorox Burt Bees	Clorox Burt Bees Brightening Mobile Page SOW - 03-2014	\$0.00
Clorox Burt's Bees	Clorox Burt's Bees - 1 Brands Coupon - 02-2014	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Clorox Fresh Step	Clorox Fresh Step - Social Test - 09-2014 - (OPP-0000010599)	\$0.00
Clorox Services Company	Services Agreement dated 03-03-2011, as amended 05-23-2013 (Contract ID: 00002047)	\$0.00
ClubLocal LLC	Non-Disclosure Agreement	\$0.00
CMGRP dba Weber Shandwick	Non-Disclosure Agreement	\$0.00
CMN	Services Agreement, dated May 8, 2012, by and between CMN and Hipcricket, Inc.	\$0.00
CMN	CMN 2013 Renewal 05-2013	\$0.00
CMN	CMN MSA 05-08-2012	\$0.00
CMN	CMN 2 month extension addendum June 2014 - July 2014 - 06-2014	\$0.00
Colburn, David	Confidentiality and Non-Solicitation Agreement	\$0.00
ColDEEZE	ColDEEZE Site updates SOW 11-2013	\$0.00
Cold-EEZE	Cold-EEZE MSA SOW - 06-2012	\$0.00



COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Cold-EEZE	Cold-EEZE MSA SOW - 06-2012 (OPP-000008548).	\$0.00
Colehnot & Cohen	Non-Disclosure Agreement	\$0.00
Colgate Palmolive Company	Non-Disclosure Agreement	\$0.00
Colonial Life	Cance and Critical Illness Insurance Coverage provided by Colonial Life	\$0.00
Communications Media Inc	Non-Disclosure Agreement	\$0.00
Consolidated Credit	Services Agreement dated 05-04-2011	\$0.00
Cook, Daniel	Confidentiality and Non-Solicitation Agreement	\$0.00
Core Innovation XS Energy	Core Innovation XS Energy 2012 Contract 12-15-2011	\$0.00
Core Innovations	Core Innovations MSA	\$0.00
Corporate Print Now Solutions	Non-Disclosure Agreement	\$0.00
Costco	Costco - Partner Landing Page SOW - 06-2014	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Costco	Costco 09-2010	\$0.00
Costco	Costco Addendum 03-2011	\$0.00
Costco	Costco - Mobile Landing Pages SOW - 02-2014	\$0.00
Costco	Costco Renewal SOW (tiered pricing)05-2014	\$0.00
Costco	Costco - HR Renewal - 03-16-2015	\$0.00
Costco Partners LP	Costco Partners LP Project - 06-2014	\$0.00
Costco Renewal	Costco Renewal SOW (tiered pricing)	\$0.00
Costco Wholesale Corporation	Brand Services Agreement, dated September [17], [2011], by and between Costco Wholesale Corporation and Hipcricket, Inc.	\$0.00
Cottage 8	Cottage 8 – MN State Feb-March MSA SOW - 02-04-2015	\$0.00
Cottage 8	Cottage8-MN State Univ Mankato-Feb-Mar 2015	\$0.00
Cottage 8	Cottage8- Boppy 2015 Annual	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Cottage 8	Delta Dental MN January - March 2015	\$0.00
Cox Communications, Inc.	Non-Disclosure Agreement	\$0.00
Cox Digital Solutions	Non-Disclosure Agreement	\$0.00
Cramer-Krasselt	SRP FY 15 COMMERCIAL EPCAF Jan, Feb, March	\$0.00
Cramer-Krasselt	SRP FY 14-15 ENVIRONMENTAL March, April	\$0.00
Cramer-Krasselt	SRP FY 15 ENERGY EFFICIENCY SUMMER	\$0.00
Cramer-Krasselt	SRP FY 15 TOD April	\$0.00
Crisp Media	Non-Disclosure Agreement	\$0.00
CRN Radio	CRN Radio SMS MSA SOW - 01-22-2015	\$0.00
Crossmark	Non-Disclosure Agreement	\$0.00
Cucheran, Robert	Confidentiality and Non-Solicitation Agreement	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Cumulus Dallas	Cumulus Dallas Auto Renewal Clause 10-2006	\$0.00
Cumulus Houston KRBE-FM	Cumulus Houston KRBE-FM 2014 Renewal	\$0.00
Cumulus Houston KRBE-FM	Cumulus Houston KRBE-FM Stepped Serv Agr 01-2009	\$0.00
Cumulus Indiana WMFS-FM	Cumulus Indiana WMFS-FM SHOWtext 03-2013	\$0.00
Cumulus Lansing WJIM	Cumulus Lansing WJIM Renewal 05-2013	\$0.00
Cumulus Media Cincinnati	Cumulus Media Cincinnati & SOW 1-05-2011	\$0.00
Cumulus Salt Lake City KFAN	Cumulus Salt Lake City KFAN renewal 2014 - 10-2014 (OPP-0000010830)	\$0.00
Cumulus Salt Lake City KFAN	Cumulus Salt Lake City KFAN MSA-SOW - 09-2012	\$0.00
Cumulus Salt Lake City KFAN	Cumulus Salt Lake City KFAN Renewal 2014 - 10-2014 (OPP-0000010830)	\$0.00
Cumulus Salt Lake City KHTB	Cumulus Salt Lake City KHTB Agreement - 05-2012	\$0.00
Cumulus Salt Lake City KHTB	Cumulus Salt Lake City KHTB Renewal - 05-2013	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Cumulus San Francisco	Cumulus San Francisco MSA - 04-2012	\$0.00
Cumulus SF	Cumulus SF Nov-14-Oct-15 - 12-2014 (OPP-0000010587)	\$0.00
Cumulus SF - KSJO	Cumulus SF - KSJO, July-Aug - 08-2014	\$0.00
Cumulus Tucson KHYT	Cumulus Tucson KHYT - 07-2012	\$0.00
Cumulus Tucson KSZR	Cumulus Tucson KSZR 2014 renewal - 04-2014	\$0.00
Cumulus Tucson KSZR	Cumulus Tucson KSZR - 05-2012	\$0.00
Cumulus Washington DC	Cumulus Washington DC - WRQX Renewal - 04-2013	\$0.00
Cumulus Washington DC WRQX	Cumulus Washington DC WRQX Renewal 04-2014	\$0.00
Cunningham, Kimberly	Confidentiality and Non-Solicitation Agreement	\$0.00
CVS Pharmacy	Non-Disclosure Agreement	\$0.00
Daiichi Sankyo	Non-Disclosure Agreement	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Daiichi Sankyo Inc.	Master Services Agreement, dated September 7, 2012, by and between Daiichi Sankyo Inc. and Augme Technologies, Inc.	\$0.00
Daiichi Sankyo, Inc.	Master Services Agreement, dated September 7, 2012, between Daiichi Sankyo, Inc. and Augme Technologies, Inc.	\$0.00
Daiichi-Sankyo	Daiichi-Sankyo - Right Fit App - App Changes - 05-2014	\$0.00
Daiichi-Sankyo	Daiichi-Sankyo - DSI Right Fit Work Order - 03-19-2015	\$0.00
Davenport Capital Management	Non-Disclosure Agreement	\$0.00
Deb Shops	Non-Disclosure Agreement	\$0.00
Deb Shops	Deb Shops	\$0.00
Deb Shops	Deb Shops - SMS Platform - 01-2013	\$0.00
Defi Momite Ltd	Non-Disclosure Agreement	\$0.00
Delano	Delano - AD Life Addendum - 03-05-2015	\$0.00
Delano Las Vegas	Delano Las Vegas - MSA and SOW for Mobile Registration Pages 02-2014	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Delano Las Vegas	Delano Las Vegas SOW AD LIFE 2014 - 02-2014	\$0.00
Dell	Non-Disclosure Agreement	\$0.00
Diageo	Services Agreement, dated October 1, 2012, by and between Diageo and Hiperticket, Inc.	\$0.00
Diageo BV Wines	Diageo BV Wines SMS Donation SOW - 07-2013 (OPP-00000010997)	\$0.00
Diageo - Text to Donate 2014	Diageo - Text to Donate 2014-2015 Renewal - 10- 2014 (OPP-0000010839)	\$0.00
Diamond Foods	Non-Disclosure Agreement	\$0.00
DiBella, Nikki	Confidentiality and Non-Solicitation Agreement	\$0.00
Dick, Kristopher	Confidentiality and Non-Solicitation Agreement	\$0.00
Dickey Broadcasting Co Dickey Publishing Inc	Dickey Broadcasting Co Dickey Publishing Inc - 06-2014	\$0.00
Diesel Films	Non-Disclosure Agreement	\$0.00
Digital Brand Expressions	Non-Disclosure Agreement	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Digital Town Inc	Non-Disclosure Agreement	\$0.00
Digitas	Non-Disclosure Agreement	\$0.00
Digitas Inc - Digitas Health	Digitas Inc - Digitas Health - Additional - 11-2014 (OPP 000010952)	\$0.00
Digitas Inc - Digitas Health	Digitas Inc - Digitas Health - Additional - 11-2014 (OPP 000011082)	\$0.00
Digitas, Inc.	Services Agreement, dated April 15, 2011, by and between Digitas, Inc. and Hipcricket, Inc.	\$0.00
Digitas_eBay	Digitas eBay DRTV SMS Sept-Oct Campaign - Revised SOW - 08-2014	\$0.00
Digitas_eBay DRTV	Digitas eBay DRTV SMS Sept-Oct Campaign - Revised SOW - 08-2014	\$0.00
Direct Connect	Direct Connect - OH Lottery Renewal - 05-2013	\$0.00
Direct Connect	Direct Connect - API Integration SOW - 12-2014 (OPP-0000010924)	\$0.00
Direct Connect Media	Direct Connect Media - 07-11-11	\$0.00
Direct Connect Media	Direct Connect Media Renewal - 05-2013	\$0.00



COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Direct Connect Media	Direct Connect Media SOW - 07-2012	\$0.00
Discovery - Angry Orchard	Discovery - Angry Orchard MSA SOW -02-12-2015	\$0.00
Dollar Tree Stores	Dollar Tree Stores - 2yr Agreement 04-2012	\$0.00
Dollar Tree Stores	Dollar Tree Stores - MTL Limit Increased 01 - 01-2013	\$0.00
Doner - Things Remembered	Doner - Things Remembered Master Serv Agr - 2-2010	\$0.00
Doner - Things Remembered	Doner - Things Remembered SMS Renewal - 02-2013	\$0.00
DPSG	DPSG - Circle K One of a Kind SOW - 04-2014	\$0.00
DPSG	DPSG - Fountain MMS - 11-2014 (OPP-0000010858)	\$0.00
DPSG Latin Grammys	DPSG Latin Grammys SOW - 08- 2014	\$0.00
Dr Pepper & Popeyes	Dr Pepper & Popeyes Instant Win SOW - 07-2014	\$0.00
Dr Pepper and Circle K	Dr Pepper and Circle K Football Program -SOW - 06-2014 06	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Dr Pepper Snapple	Dr Pepper Snapple MSA Addendum 1-2009	\$0.00
Dr Pepper Snapple Group	Dr Pepper Snapple Group MSA 01-2009	\$0.00
Dr Pepper Snapple Group	Dr Pepper Snapple Group Amendment 2012	\$0.00
Drawbridge	Non-Disclosure Agreement	\$0.00
Dreams Inc	Non-Disclosure Agreement	\$0.00
Dreby, Tracey	Confidentiality and Non-Solicitation Agreement	\$0.00
Duchesnay	Non-Disclosure Agreement	\$0.00
Dun & Bradstreet	Dun & Bradstreet - Hoovers SMS Platform MSA-SOW - 03-2013	\$0.00
Dun & Bradstreet	Dun & Bradstreet - Hoovers IO - June - 05-2014	\$0.00
Dynmark	Non-Disclosure Agreement	\$0.00
Eckmann, Jenna	Confidentiality and Non-Solicitation Agreement	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Educational Media Foundation	Educational Media Foundation - Air 1 & K-Love Renewal - 11-2012	\$0.00
Educational Media Foundation	Educational Media Foundation Serv Agr 2yr 12-2010	\$0.00
Edward Jones Recruitment	Edward Jones Recruitment SMS - 11-2014 (OPP-0000011017)	\$0.00
Efficiency Media	EfficiencyMedia-Alexian-Latina-1Q2015	\$0.00
Engauge Marketing	Non-Disclosure Agreement	\$0.00
Ensignten	Non-Disclosure Agreement	\$0.00
Envision	Non-Disclosure Agreement	\$0.00
Eureka Casino	Eureka Casino - SMS Renewal - 09-2013	\$0.00
Eureka Casino Brand	Eureka Casino Brand Serv Agr - 08-2010	\$0.00
Ewinery Solutions	Non-Disclosure Agreement	\$0.00
Exclaim Marketing LLC	Non-Disclosure Agreement	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Facebook (Atlas)	Non-Disclosure Agreement	\$0.00
Fandango LLC	Non-Disclosure Agreement	\$0.00
Farley, Katherine	Confidentiality and Non-Solicitation Agreement	\$0.00
Fell Swoop	Non-Disclosure Agreement	\$0.00
Fellowship Church	Fellowship Church Renewal Addendum - 11-2013	\$0.00
Fellowship Church	Fellowship Church Services Agr - 05-2009	\$0.00
Fielder, Bartholomew	Confidentiality and Non-Solicitation Agreement	\$0.00
Fisher Comm KOMO KPLZ KVI KUNS	Fisher Comm KOMO KPLZ KVI KUNS Services Agr - 03-2011	\$0.00
Fisher KUNS	Fisher KUNS-TV Renewal - 01-2013	\$0.00
FKQ	McDonald's FL Mozzarella Sticks ROD Q1 2015	\$0.00
FKQ	McDonald's FL Breakfast Mini Bundts March 2015	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Flex-Plan Services, Inc.	Flexible Spending Arrangement Provided by Flex-Plan Services, Inc.	\$0.00
Flood, Justin	Confidentiality and Non-Solicitation Agreement	\$0.00
Fluid Inc	Non-Disclosure Agreement	\$0.00
Foord, Jordan	Confidentiality and Non-Solicitation Agreement	\$0.00
Foot, Patrick	Confidentiality and Non-Solicitation Agreement	\$0.00
Ford	Ford Am SOW QR Code 10-2012 Maintenance Project - 01-01-2015 (OPP-0000010777)	\$0.00
Ford	FORD 2014 Texting Support - 02-2014	\$0.00
Ford	FORD QR Maintenance 2014 - 02-2014	\$0.00
Ford	FORD Tier II Mobile Texting Service 2014 - 02-2014	\$0.00
Ford	Ford - Mobile Tech Hub SOW - 01-2014	\$0.00
Ford	Ford - Team Detroit - Mobile Tech Hub Decommission - 08-2013	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Ford	Ford Amendment re Tri State FDAF Texting Service 01-2014	\$0.00
Ford	Ford Interactive Window Sticker Video Migration SOW - 03-2014	\$0.00
Ford Direct	Ford Direct FORD Short Code - 12-2014 OPP-0000011160	\$0.00
Ford Tech Hub Hosting	Ford Tech Hub Hosting - 12-2014 (OPP-0000011158)	\$0.00
FordDirect	FordDirect - HIP Tier II Mobile Texting Support - OPP 0000010778	\$0.00
FordDirect	FordDirect - Mobile Tech Hub SOW - 07-2012 (HC Signed ONLY)	\$0.00
FordDirect	FordDirect Master Services Agmnt - 10-31-2010	\$0.00
FordDirect	FordDirect Mobile Texting Southeast SOW - 03-2014	\$0.00
FordDirect	FordDirect - Texting Support - OPP 0000010776 - 01-01-2015	\$0.00
Forest ADLIFE	Forest ADLIFE FY15 Support Change Order 2 Oct thru Dec 2014 - 09-2014 (OPP-0000010781)	\$0.00
Forest ADLIFE	Forest ADLIFE FY15 Support Change Order 1 July 2014 - 05-2014	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Forest Labs	Forest Labs MSA - 09-29-2011	\$0.00
Forest Labs	Forest Labs Ad Life SOW April-June	\$0.00
Four Star Software re Fusion Media	Four Star Software re Fusion Media - SMS - 10-2014 (OPP-0000010440)	\$0.00
Fouts, Tyanna	Confidentiality and Non-Solicitation Agreement	\$0.00
Foxwoods Casino	Foxwoods Casino - 2015 Renewal SOW - 03-03-2015	\$0.00
Foxwoods Resort Casino	Foxwoods Resort Casino 06-2012 Revised MSA 06-2012	\$0.00
Frontier / KSL Media	Non-Disclosure Agreement	\$0.00
Full Sail University	Full Sail University Amway Promo Serv Agr 11-2010	\$0.00
Full Sail University	Full Sail University Renewal dated 12-2013	\$0.00
G2	Non-Disclosure Agreement	\$0.00
Gentalytix LLC	Non-Disclosure Agreement	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Geographic Solutions	Geographic Solutions-SMS Platform - 11-2014 (OPP-0000008919)	\$0.00
Geometry Global Johnson & Johnson	Geometry Global_Johnson n Johnson - Relief Short Code - 10-2014 (OPP-0000010919)	\$0.00
Geometry Global Johnson	Geometry Global Johnson - Relief Short Code - 10-2014 (OPP-0000010919)	\$0.00
Geoto	Non-Disclosure Agreement	\$0.00
Gerber Life Insurance Co	Non-Disclosure Agreement	\$0.00
Giormo, Doug	Confidentiality and Non-Solicitation Agreement	\$0.00
Giusti, Lars	Confidentiality and Non-Solicitation Agreement	\$0.00
Glades	Glades Media Contract WLLY - Auto Renew	\$0.00
Glades	Glades Media Renewal 01-2014	\$0.00
Glam Media Inc	Non-Disclosure Agreement	\$0.00
Global Advertising Strategies	Non-Disclosure Agreement	\$0.00



COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Goff, Gary	Confidentiality and Non-Solicitation Agreement	\$0.00
Google	Google-Shopping Express Coupon Set up - 09-2014 (OPP-0000010712)	\$0.00
Google	Google - - Coupon Setup - 10-2014 (OPP-0000010845)	\$0.00
Google	Google - Google Shopping Coupon Set Up 5 SOW - 01-22-2015	\$0.00
Google	Google - - Coupon Setup - 10-2014 (OPP-0000010845)	\$0.00
Google	Google Coupon Set up - 12-2014 (OPP-000011112)	\$0.00
Google	Google Extended SMS Contract - 12-2014 (OPP-0000011123)	\$0.00
Google Inc	Google Inc - Google Express Coupon Set up 3 - 10-2014 (OPP-0000010964)	\$0.00
Google Inc.	Google Inbound Services Agreement, dated March 26, 2014, by and between Google Inc. and Hiporicket, Inc.	\$0.00
Goulas, Stephen	Confidentiality and Non-Solicitation Agreement	\$0.00
Grey Global	Non-Disclosure Agreement	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Griffin KOTV KWTv	Griffin KOTV KWTv Renewal -11-2012	\$0.00
Gtech	Non-Disclosure Agreement	\$0.00
Halo Innovations	Halo-VideoTest-Feb-Mar 2015	\$0.00
Hearst Station WYYY-FM	Standard Services Agreement, dated January 1, 2010, by and between Hearst Station WYYY-FM and Hipericket, Inc.	\$0.00
Hearst WBAL	Hearst WBAL - AMTV Renewal 2015 - 12-2014 (OPP-0000010850)	\$0.00
Hearst WBAL	Hearst WBAL Stand Serv Agr 11-2009	\$0.00
Hearst WYYY	Hearst WYYY Renewal - 12-2012	\$0.00
Hearst WYYY	Hearst WYYY Renewal 2015 - 12-2014 (OPP-0000010851)	\$0.00
Hearst WMOR	Hearst WMOR Tampa Renewal - 08-2013	\$0.00
Hearst WMOR	Hearst WMOR Tampa Serv Agr - 7-2010	\$0.00
Hearst WBAL	Hearst WBAL Renewal - 12-2012	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Heath, Jennifer	Confidentiality and Non-Solicitation Agreement	\$0.00
Helbling, Karen	Confidentiality and Non-Solicitation Agreement	\$0.00
Helzberg	Helzberg - QR Codes - Renewal 12-2013 - 01-2014 (Inactive)	\$0.00
Helzberg Diamonds	Helzberg Diamonds - MSA-SOW - 12-2012 (Inactive)	\$0.00
Hilton Worldwide Hotels	Non-Disclosure Agreement	\$0.00
Hipcricket	Hipcricket - LAB3.0 Amendment - 01-29-2015	\$0.00
HMT Associates	Non-Disclosure Agreement	\$0.00
Hoag, Bonnie	Confidentiality and Non-Solicitation Agreement	\$0.00
Hocking Media Group	Planet Fitness - TEXAS Feb/March	\$0.00
Hocking Media Group	Planet Fitness - Brunswick, OH- Spring 2015	\$0.00
Hocking Media Group	Planet Fitness - Buckner, TX Grand Opening	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Hocking Media Group	Planet Fitness Nacogdoches/Lufkin TX	\$0.00
Hocking Media Group	Planet Fitness Florida	\$0.00
Hocking Media Group	Planet Fitness Orange, TX	\$0.00
Hocking Media Group	Planet Fitness Johnson City, TN	\$0.00
Hoenig, Doug	Confidentiality and Non-Solicitation Agreement	\$0.00
Hoovers	Hoovers Renewal Addendum 2014-02-2014	\$0.00
Horizon Media	Non-Disclosure Agreement	\$0.00
Horowitz, Elizabeth	Confidentiality and Non-Solicitation Agreement	\$0.00
Hostetter, David	Confidentiality and Non-Solicitation Agreement	\$0.00
Houlihan Lokey	Non-Disclosure Agreement	\$0.00
Houser, Lindsey	Confidentiality and Non-Solicitation Agreement	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURF AMOUNT
Hoy, Greg	Confidentiality and Non-Solicitation Agreement	\$0.00
Hubbard KSTP	Hubbard KSTP-FM Services Agreement - 5-2010	\$0.00
Hubbard KSTP	Hubbard KSTP Renewal 2013 - 04-2013	\$0.00
Hunt, Erin	Confidentiality and Non-Solicitation Agreement	\$0.00
Hustad, Erik	Confidentiality and Non-Solicitation Agreement	\$0.00
ICG	Non-Disclosure Agreement	\$0.00
Icon International Inc	Non-Disclosure Agreement	\$0.00
Ignition	Non-Disclosure Agreement	\$0.00
Illuminate PR LLC	Non-Disclosure Agreement	\$0.00
IMG – Toyota Gonzaga	IMG – Toyota Gonzaga SMS Promo MSA SOW - 02-06-2015	\$0.00
Infotech consulting	Non-Disclosure Agreement	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Infutor Data Solutions	Non-Disclosure Agreement	\$0.00
INK Church, Inc	INK Church, Inc MSA SOW SMS Program - 05-2014	\$0.00
Intel	Non-Disclosure Agreement	\$0.00
Intermedia	Intermedia MSA SOW Landing Page - 07-2014	\$0.00
Internap Network Services, Corp.	Sales Order dated December 28, 2012, by and between Internap Network Services, Corp. and Hipcricet, Inc.	\$23,404.53
Internet Creations	Non-Disclosure Agreement	\$0.00
Inverse Mobile LLC	Non-Disclosure Agreement	\$0.00
Invoca, Inc.	Non-Disclosure Agreement	\$0.00
iProspect	Non-Disclosure Agreement	\$0.00
Iqense, LLC	Non-Disclosure Agreement	\$0.00
ireferDR LLC	Non-Disclosure Agreement	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
ireferDR LLC	Non-Disclosure Agreement	\$0.00
ISIS	Brand Services Agreement, dated April 1, 2010, by and between ISIS and Hiporicket, Inc.	\$0.00
ISIS	ISIS - Platform License Agreement 09-2013	\$0.00
ISIS	ISIS SMS Platform Renewal and Siebuilder Upgrade - 05-2012	\$0.00
J Hallahan	Non-Disclosure Agreement	\$0.00
J Stokes	J Stokes SpeedDee Hosting and Maintenance -06-2014	\$0.00
J Stokes	J Stokes - SpeedDee Hosting Renewal - 03-2014	\$0.00
J Stokes	J Stokes SpeedDee Banner Updates SOW -03-2014	\$0.00
J Stokes Agency	Services Agreement, dated November 7, 2011, by and between J Stokes Agency and Augme Technologies, Inc.	\$0.00
J Stokes Agency	J Stokes Agency - Spee Dee Database Updates 2014 - 03-2014	\$0.00
J&J	J&J - Benadryl Q1 Mobile Site Updates - 03-24-2015	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
J&J - Publix Outdoor Essentials	J&J - Publix Outdoor Essentials - 11-2014 OPP-0000011059	\$0.00
J&J Wound Care	J&J Wound Care Resource App - 03-2014	\$0.00
Jamal, Avi	Confidentiality and Non-Solicitation Agreement	\$0.00
Javelin	Javelin - Service Agreement - 10-2012	\$0.00
Javelin	Javelin - AD LIFE Renewal - 02-2013	\$0.00
JC Penney	Non-Disclosure Agreement	\$0.00
Jeely & Bleiler N America	Non-Disclosure Agreement	\$0.00
JnJ Baby	JnJ Baby Mobile Site Updates SOW - 06-2014	\$0.00
Jo-Ann Stores, Inc.	Non-Disclosure Agreement	\$0.00
Johnson & Johnson	Johnson & Johnson - Red Cross Kit Mobilization SOW - 08-2012	\$0.00
Johnson & Johnson	Johnson & Johnson MSA 06-2012	\$0.00



COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Johnson & Johnson Consumer Products Company, Division of Johnson & Johnson Consumer Companies, Inc.	Master Application Service Provider Agreement, dated March 13, 2013, by and between Johnson & Johnson Consumer Products Company, Division of Johnson & Johnson Consumer Companies, Inc. and Augme Technologies, Inc.	\$0.00
Johnson & Johnson Red Cross	Johnson & Johnson Red Cross QR SMS - 06-2012	\$0.00
Johnson and Johnson Baby	Johnson and Johnson Baby ADLIFE RENEWAL	\$0.00
Jones, Jeff	Confidentiality and Non-Solicitation Agreement	\$0.00
Jones, Trevor	Confidentiality and Non-Solicitation Agreement	\$0.00
JP Morgan	Non-Disclosure Agreement	\$0.00
Jules Polensky	Non-Disclosure Agreement	\$0.00
Jung, David	Confidentiality and Non-Solicitation Agreement	\$0.00
KBDR, XHGT, KNEX, KQUR, KLTN	Services Agreement, dated July 1, 2010, by and between KBDR, XHGT, KNEX, KQUR, KLTN and Hipcricket, Inc.	\$0.00
Kelley Gallagher Marketing	Robert Brogden Buick March 2015	\$0.00
Kelley Gallagher Marketing	Family Center March 2015	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Kelley Gallagher Marketing	Overland Park Mazda March 2015	\$0.00
Kelley Gallagher Marketing	Volvo of Overland Park March 2015	\$0.00
Kellogg Company	Master Digital Marketing Services Agreement, dated June 1, 2012, between Kellogg Company and Augme Technologies, Inc.	\$0.00
Kellogg	Kellogg - Pringles Flavor Slam - Additional Scope - 03-2014	\$0.00
Kellogg	Kellogg - Grow My Store Addendum - 05-2014	\$0.00
Kellogg	Kellogg Hucks Scratch SOW - 06-2014	\$0.00
Kellogg Company	Master Digital Marketing Services Agreement, dated April 25, 2011, by and between Kellogg Company and Augme Technologies, Inc., as amended.	\$0.00
Kellogg's	Kellogg's - KFR MMS 2015 SOW - 02-27-2015	\$0.00
Kelloggs	Kelloggs MSA Extension to December 2014	\$0.00
Kelloggs	Kelloggs - Pringles Flavor Slam -05-2014	\$0.00
Kelloggs	Kelloggs - Amendment to MSA - 02-12-2015	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Kellogg's - Pringles Flavor Slam	Kellogg's - Pringles Flavor Slam- Redesign - 11-2014 (OPP-0000010969)	\$0.00
Kellogg's KFR	Kellogg's KFR SMS Platform - 2015 - 12-2014 (OPP-0000010939)	\$0.00
Kellogs	Kellogs KFR Platform SOW 05-2012	\$0.00
KFAN Cumulus Salt Lake City	KFAN Cumulus Salt Lake City 2013	\$0.00
Khandekar, CK	Confidentiality and Non-Solicitation Agreement	\$0.00
KHTB Cumulus Salt Lake City	KHTB Cumulus Salt Lake City Renewal 2014 - 06-2014	\$0.00
KHYT	KHYT 2014 renewal date 04-2014	\$0.00
KIIS_FM	KIIS FM Wango Tango Text/Tweet 2 Screen May 10, 2014 - 04-2014	\$0.00
Kimberly Clark	Non-Disclosure Agreement	\$0.00
Kimpton Hotels	Non-Disclosure Agreement	\$0.00
Kippen, Anthony	Confidentiality and Non-Solicitation Agreement	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Kirk, Ryan	Confidentiality and Non-Solicitation Agreement	\$0.00
KNBC	KNBC The Challenge 2014 Renewal - 06-2014	\$0.00
KNBC The Challenge	KNBC The Challenge 2014 Renewal - 06-2014	\$0.00
Knopp, Ryan	Confidentiality and Non-Solicitation Agreement	\$0.00
Knowledge Marketing	Non-Disclosure Agreement	\$0.00
Kopinski, Melissa	Confidentiality and Non-Solicitation Agreement	\$0.00
Kraft Food Group Inc	Kraft Food Group Inc - MSA & Rate Card - 02-2013	\$0.00
Kraft Foods Group	Kraft Foods Group - Oscar Mayer Lunchables QR Renewal 09-2013	\$0.00
KRBE	KRBE Stepped Serv agr 1-2009	\$0.00
KSM	Non-Disclosure Agreement	\$0.00
KSTP	KSTP - MMS Addendum - 03-12-2015	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
KXAS TV	KXAS TV local alert Quest agrmnt 10-2008	\$0.00
KXAS TV	KXAS TV Local Alert Quest Agreement 10-2008	\$0.00
Lathrope, Chuck	Confidentiality and Non-Solicitation Agreement	\$0.00
Leach, Brett	Confidentiality and Non-Solicitation Agreement	\$0.00
Lennar Corporation	Non-Disclosure Agreement	\$0.00
Letsche, Eric	Confidentiality and Non-Solicitation Agreement	\$0.00
LG Electronics	Non-Disclosure Agreement	\$0.00
Lincoln Financial Media	Lincoln Financial Media - MSA-SOW 07-2013	\$0.00
Lindsley, Nicholas	Confidentiality and Non-Solicitation Agreement	\$0.00
Lindsley, Stevie	Confidentiality and Non-Solicitation Agreement	\$0.00
Lipitor HCP Mobile Site	Lipitor HCP Mobile Site 2014 Renewal SOW - 12-2013	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Lipton, Sarah	Confidentiality and Non-Solicitation Agreement	\$0.00
Lisa Amore Marketing & PR	Non-Disclosure Agreement	\$0.00
Live Nation Entertainment	Live Nation SoCal Concert Promotion /Comedy 2015	\$0.00
Live Nation Entertainment	Live Nation SoCal Concert Promotion /Comedy 2015	\$0.00
Loc-Aid, Inc.	Geo-Fence and Applications Development Agreement dated 06-01-2011	\$0.00
Local Wisdom Inc	Non-Disclosure Agreement	\$0.00
Locally Owned Radio	Services Agreement dated 09-08-2014 (Contract ID: 00002529)	\$0.00
Loew, Marissa	Confidentiality and Non-Solicitation Agreement	\$0.00
Long John Silver's	Non-Disclosure Agreement	\$0.00
Long John Silver's	Long John Silver's 1 month extension date 03-2014	\$0.00
Long John Silver's	Long John Silver's SMS Platform MSA-SOW 03-2013	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Lovelace Health System	Lovelace Health System SMS - 12-2014 (OPP-0000010223)	\$0.00
Lowe Campbell Ewald	Lowe Campbell Ewald -- Edward Jones Recruitment SOW - 01-29-2015	\$0.00
Lyons, Ashley	Confidentiality and Non-Solicitation Agreement	\$0.00
M&C Saatchi Mobile	Non-Disclosure Agreement	\$0.00
MacDonald Garber	MacDonald Garber Renewal - 03-2014	\$0.00
MacDonald Garber	MacDonald Garber -- 2015 Renewal SOW - 01-29-2015	\$0.00
MacDonald Garber WKHQ WLXT WMKT	MacDonald Garber WKHQ WLXT WMKT Serv Agr 10-2010	\$0.00
Mack, Wilfried	Confidentiality and Non-Solicitation Agreement	\$0.00
MAN Marketing	Soaring Eagle Waterpark & Hotel 2014-2015	\$0.00
MAN Marketing	Soaring Eagle Casino FY2015	\$0.00
Mandalay Corp. dba Mandalay Bay Resort & Casino	Mandalay Corp. dba Mandalay Bay Resort & Casino - AD Life Addendum - 03-05-2015	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Marathon Patent Group	Non-Disclosure Agreement	\$0.00
Marina Maher Communicatios Inc	Non-Disclosure Agreement	\$0.00
Marketing Inspirations - Meadowlands	Marketing Inspirations - Meadowlands - SOW 2015 SMS - OPP-0000011165	\$0.00
Marriott Intl	Non-Disclosure Agreement	\$0.00
Mars Chocolate North America	Non-Disclosure Agreement	\$0.00
Marshall, Ben	Confidentiality and Non-Solicitation Agreement	\$0.00
Martini Media WBJZ	Martini Media WBJZ MSA SOW - 01-2014 01	\$0.00
Mastercard Intl Inc	Non-Disclosure Agreement	\$0.00
Match Drive Marketing Group	Match Drive Marketing Group-Landing Pages and AMOE - 03-2014	\$0.00
Match Marketing Group	Match Marketing Group - Jameson SMS Sweeps SOW - 07-2014	\$0.00
Match Marketing Group	Match Marketing Group MSA SOW - 02-2014	\$0.00



COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Match Marketing Group	Match Marketing Group - Pernod SOW - 07-2014	\$0.00
Mattel	Mattel - Barbie Hosting and Responsive Site Transition 2014 -02-2014	\$0.00
Mattel	Mattel MSA	\$0.00
Maxus - New York	B+L Biotrue 2015 RFP (Mobile)	\$0.00
Maxus Communications, LLC for SC Jo	Non-Disclosure Agreement	\$0.00
MBC	MBC MSA dated 11-2013	\$0.00
McCann Erickson	Non-Disclosure Agreement	\$0.00
McGovern, Sara	Confidentiality and Non-Solicitation Agreement	\$0.00
McNeil	McNeil - Imodium 2013-15 Platform - 04-2013	\$0.00
McNeil	McNeil - McNeil Dedicated Short Code 2-2013	\$0.00
McNeil	McNeil - Motrin 2013-15 Platform 04-2013	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
McNeil	McNeil - Sudafed 2013-15 Platform 04-2013	\$0.00
McNeil	McNeil - Tylenol 2013-15 Platform 04-2013	\$0.00
McNeil	McNeil - Tylenol Infant & Children SMS-QR Platform 08-2013	\$0.00
McNeil	McNeil - Zyrtec 2013-2014 Renewal 02-2013	\$0.00
McNeil	McNeil Consumer TYLENOL Get Relief Hosting 2013-2014 02-2013	\$0.00
McNeil	McNeil Consumer TYLENOL.COM Scholarship Short Code 01-24-2013	\$0.00
McNeil	McNeil Tylenol Adult-Child QR Code Renewal 12-2012	\$0.00
MEC	IKEA Bed & Bath FY15	\$0.00
Medi Media Health	Non-Disclosure Agreement	\$0.00
Media Promotions Group	Non-Disclosure Agreement	\$0.00
Media Works	Media Works - MD Lottery Aug-Dec 2013 Extension 07-2013	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
MediaVest	Heineken 2015 UCL Program	\$0.00
Menard Inc	Non-Disclosure Agreement	\$0.00
Mercadefé, Tony	Confidentiality and Non-Solicitation Agreement	\$0.00
Merck	Merck	\$0.00
Merck	Merck - Mobile Site Updates 05-2013	\$0.00
Merck	Merck CP Template Mobilization SOW 08-2012	\$0.00
Merck & Co Inc	Merck & Co Inc - Univadis Mobilization SOW 10-24-2011	\$0.00
Merck DR	Merck DR Scholls Miralax Mobile site Bayer Update - 07-2014	\$0.00
Merck Miralax	Merck Miralax SMS MMS Campaign Change Order 07-22-2014	\$0.00
Merck Miralax	Merck Miralax SMS MMS Campaign Task Order 06-2014	\$0.00
MetroPCS Wireless, Inc.	SMS Aggregator Services Agreement, dated October 2, 2009, by and between MetroPCS Wireless, Inc. and Hipcricket, Inc.	\$990.50

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
MGM	MGM - Luxor ADLIFE Renewal 2014 SOW - 04-2014	\$0.00
MGM	MGM - Luxor MMS SOW - 04-2014	\$0.00
MGM	MGM - AdLife 2014 renewal- Monte Carlo- 05-2014	\$0.00
MGM Grand	MGM Grand SOW ADLife Renewal - 02-2014	\$0.00
MGM Resorts	MGM Resorts 2012	\$0.00
MGM Resorts	MGM Resorts - SMS Platform Increase & Renewal 02-2013	\$0.00
MGM Resorts International	LAX Nightclub 2015	\$0.00
MGM Resorts International	Jabbawockeez 2015	\$0.00
MGM Resorts International	Cirque "O" 2015	\$0.00
MGM Resorts International	Mirage LOVE 2015	\$0.00
MGM Resorts International	Aria 2015	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
MGM Resorts International	Aria Food & Beverage 2015	\$0.00
MGS COMM	Florida Lottery Q3 - Q4 2014 (September - October) Campaign	\$0.00
Miller, Aaron	Confidentiality and Non-Solicitation Agreement	\$0.00
Miller, Kristi	Confidentiality and Non-Solicitation Agreement	\$0.00
Miller, Michael	Confidentiality and Non-Solicitation Agreement	\$0.00
MillerCoors	Non-Disclosure Agreement	\$0.00
MillerCoors	MillerCoors amended MSA - additional 04-2014	\$0.00
MillerCoors	MillerCoors MSA August 2013	\$0.00
MillerCoors – Justin Crisis Fund	MillerCoors – Justin Crisis Fund SOW - 02-11-2015	\$0.00
Mizuno	Mizuno - SMS May-March Running App download SOW - 02-2014	\$0.00
Mizuno	Mizuno revised SOW Running SMS App Revised from 3 month to 2 months - 03-2014	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Mizuno USA	Mizuno USA - Running SMS App Download One Month Extension - 06-2014 06	\$0.00
MKTG Inc	Non-Disclosure Agreement	\$0.00
Mobile Fuse	Non-Disclosure Agreement	\$0.00
Mobile Giving Foundation	Non-Disclosure Agreement	\$0.00
Mobile Marketing Association	Non-Disclosure Agreement	\$0.00
Mobile Posse	Non-Disclosure Agreement	\$0.00
Mondelez - Oreo Walmart	Mondelez - Oreo Walmart Sampling Promotion REVISED SOW - 02-2014	\$0.00
Mondelez - Stride Canada	Mondelez - Stride Canada Age Gate 09-2014	\$0.00
Mondelez- Oreo Walmart	Mondelez- Oreo Walmart sampling SMS coupon program revised MSA SOW - 02-2014	\$0.00
Monumental Sports	Monumental Sports SMS 05-2012	\$0.00
Monumental Sports	Monumental Sports SMS Renewal 09-2013	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Moov Corporation	Non-Disclosure Agreement	\$0.00
Moroch	McDonalds Dec Jan 2015	\$0.00
Moroch	McDonalds Annual + Placed	\$0.00
Mosaic US Holdings	Non-Disclosure Agreement	\$0.00
Motim technologies Limited	Non-Disclosure Agreement	\$0.00
Motim technologies Limited	Non-Disclosure Agreement	\$0.00
Motorola	Non-Disclosure Agreement	\$0.00
Motorola	Non-Disclosure Agreement	\$0.00
Mount Wilson Brcdstrs	Mount Wilson Brcdstrs Stepped Serv Agr 6-2009	\$0.00
Move Inc	Non-Disclosure Agreement	\$0.00
Mozes	Non-Disclosure Agreement	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Mr Landscaper	Mr Landscaper 2013-2023 10-yr 04-2013	\$0.00
Mr Landscaper	Mr Landscaper AGT and SOW	\$0.00
Mt Wilson - KKGGO	Mt Wilson - KKGGO Renewal 05-2013	\$0.00
Murray, Laura	Confidentiality and Non-Solicitation Agreement	\$0.00
MvHicultural Healthcare Marketing Group	Non-Disclosure Agreement	\$0.00
Naranjo, Cheryl	Confidentiality and Non-Solicitation Agreement	\$0.00
Natioanl Black Arts	Natioanl Black Arts , Text to Pledge SMS	\$0.00
Navig North America (nokia)	Non-Disclosure Agreement	\$0.00
NBC Universal KNBC	NBC Universal KNBC Renewal 06-2013	\$0.00
NBC Universal KNBC	NBC Universal KNBC Serv Agreement 3 Yr 07-2006	\$0.00
Nelson, Matthew	Confidentiality and Non-Solicitation Agreement	\$0.00



COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Nemyre, Conley	Confidentiality and Non-Solicitation Agreement	\$0.00
Nestle Healthcare Nutrition	Non-Disclosure Agreement	\$0.00
Nestle Waters (Ryan Partnership)	Nestle Waters (Ryan Partnership) Text to Win SOW - 03-2014	\$0.00
Nestle Waters (Ryan Partnership)	Nestle Waters (Ryan Partnership) HIPAA Compliance Redevelopment SOW - 07-2014	\$0.00
Nestle Waters (Ryan Partnership)	Nestle Waters (Ryan Partnership) Text to Win SOW - 03-2014	\$0.00
Nestle Waters	Nestle Waters - MSA Agreement 2012	\$0.00
Neustar	Non-Disclosure Agreement	\$0.00
Neustar, Inc.	Master Agreement, dated November 5, 2012, by and between NeuStar, Inc. and Hipcricet, Inc.	\$0.00
Neustar	Non-Disclosure Agreement	\$0.00
New Life Radio WRCM	New Life Radio WRCM 91.9 03-2012	\$0.00
New Media News	Non-Disclosure Agreement	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
News American Marketign	News American Marketign MSA 02-25-2011	\$0.00
NewsAmericaMarking	NewsAmericaMarking Email SOW NAM	\$0.00
Nexage, Inc.	Real Time Exchange Buyer Agreement, dated December 5, 2012, by and between Nexage, Inc. and Hipcricket, Inc.	\$26,415.77
Ng, Kwing	Confidentiality and Non-Solicitation Agreement	\$0.00
Noble & Associates	Non-Disclosure Agreement	\$0.00
Nolz, Jonathan	Confidentiality and Non-Solicitation Agreement	\$0.00
Norsan Group	Norsan Group SMS MSA-SOW 06-2012	\$0.00
Norsan Group	Norsan Group SMS MT Increase 02-2013	\$0.00
Norsan Multimedia	Norsan Multimedia SMS Messaging 07-2012	\$0.00
Norsan Multimedia - WOLS	Norsan Multimedia - WOLS 2013 Renewal 07-2013	\$0.00
Norsan Multimedia WOLS-FM	Norsan Multimedia WOLS-FM Contract 06-10-2009	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
North American Broadcasting - WRKZ	North American Broadcasting - WRKZ Renewal 02-2013	\$0.00
North American Broadcasting - WRKZ WTDA WMINI	North American Broadcasting - WRKZ WTDA WMINI Services Agreement 02-23-2011	\$0.00
Novation SMS Program	Novation SMS Program - 11-2014 (OPP-0000010822)	\$0.00
Novation, LLC	Non-Disclosure Agreement	\$0.00
NRG Energy	Non-Disclosure Agreement	\$0.00
Nudj	Non-Disclosure Agreement	\$0.00
Obscura Digital Inc	Non-Disclosure Agreement	\$0.00
Off Madison Ave	Arizona Office of Tourism National FY15	\$0.00
Ohana	Ohana 06 10_001	\$0.00
Ohana Broadcasting	Ohana Broadcasting Renewal 2014 03-2014	\$0.00
Olsen, Matthew	Confidentiality and Non-Solicitation Agreement	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
OMD Digital	Nissan National Hispanic FY14 Altima JFM	\$0.00
OMD Digital	Nissan National Hispanic FY14 MURANO Launch	\$0.00
Omega Mobile	Non-Disclosure Agreement	\$0.00
OMG a division of Prometheus Media	Non-Disclosure Agreement	\$0.00
Omicom Media Group	Non-Disclosure Agreement	\$0.00
One Mighty Roar LLC	Non-Disclosure Agreement	\$0.00
Onstad, Ingrid	Confidentiality and Non-Solicitation Agreement	\$0.00
OpenMarket Inc.	OpenMarket Commercial Services Agreement, dated March 30, 2009, by and between OpenMarket, Inc. and Hipcricket, Inc., as latest amended by Amendment No. 8 effective January 1, 2013.	\$128,032.14
optimedia	tmobile- hisp	\$0.00
Osceola Group Marketing	Seminole Hard Rock Hollywood Poker Showdown Feb - April 2015	\$0.00
Osceola Group Marketing	Seminole Hard Rock Hollywood March 2015	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Other Levels Pty	Non-Disclosure Agreement	\$0.00
Outsell LLC	Non-Disclosure Agreement	\$0.00
Ovation Brands	Ovation Brands Buffets Server Survey Project SOW 11-2013	\$0.00
Ozone Online	Non-Disclosure Agreement	\$0.00
Paco Media	Shoreline-ComEd-FRCampaign-Jan-Feb2015	\$0.00
Palms	Palms MSA-SMS SOW 10-2012	\$0.00
Pamal Broadcasting - WSPK WHUD Poughkeepsie	Pamal Broadcasting - WSPK WHUD Poughkeepsie - 12-2014 (OPP-0000010665)	\$0.00
Paradiso, Elpi	Confidentiality and Non-Solicitation Agreement	\$0.00
Paramore	Sevierville - Spring Campaign 2015	\$0.00
Parlari, Staci	Confidentiality and Non-Solicitation Agreement	\$0.00
Parsons, Jeremiah	Confidentiality and Non-Solicitation Agreement	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Pate, David	Confidentiality and Non-Solicitation Agreement	\$0.00
Paxton Media Group WPSD-TV	Services Agreement, dated April 1, 2010, by and between Paxton Media Group WPSD-TV and Hipcricket, Inc.	\$0.00
Pedone - New York	Lacoste Spring 2015	\$0.00
Peekay	Peekay SMS - MSA 08-2012	\$0.00
Peekay	Peekay SMS 08-2013	\$0.00
PepsiCo Inc	Non-Disclosure Agreement	\$0.00
Perion Networks LTd	Non-Disclosure Agreement	\$0.00
Perry Communications	Perry Communications - Fed Up at the Pump 05-2014	\$0.00
Pfizer	Augme - Pfizer MSA 08-2010	\$0.00
Pfizer	Pfizer - Flector Patch HCP Updates 01-2014	\$0.00
Pfizer	Pfizer - Tikosyn HCP Mobile 01-2014	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Pfizer	Pfizer - Flector Patch HCP 01-2014	\$0.00
Pfizer	Pfizer Addendum to MSA 08-2013	\$0.00
Pfizer - Lipitor	Pfizer - Lipitor AD LIFE 2014 to 2015 OPP-0000010991	\$0.00
Pfizer - Pristiq HCP	Pfizer - Pristiq HCP 2015 OPP-0000010992	\$0.00
Pfizer Inc.	Pfizer Chantix HCP Mobile Site Updates SOW dated 06-09-2014	\$0.00
Pfizer PristiqHCP	Pfizer PristiqHCP Desktop Mobile Site Updates New Savings Card 08-2014	\$0.00
Pfizer Sutent	Pfizer Sutent 2014 Ad Life Renewal SOW 2014 12-2013	\$0.00
Pfizer TIKOSYN HCP	Pfizer TIKOSYN HCP 2015 Ad Life - 0000010993	\$0.00
PfizerPRO 2014 Ad Life R	PfizerPRO 2014 Ad Life Renewal SOW 12413_Pfizer 12-2013	\$0.00
Pharmavite	Pharmavite - MSA & SOW1 05 11	\$0.00
Pharmavite	Pharmavite - MSA Amendment	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
PHD - New York	Carnival Cruises Hispanic LA '15	\$0.00
PHD New York	Enterprise FY2015 Mobile (Hispanic)	\$0.00
Phunware, Inc.	Non-Disclosure Agreement	\$0.00
Pinckney, David	Confidentiality and Non-Solicitation Agreement	\$0.00
Plockelman, Seth	Confidentiality and Non-Solicitation Agreement	\$0.00
PO 101116008 Kroger Holiday	PO 101116008 Kroger Holiday Download 09-2014 (OPF-0000010825)	\$0.00
Pointmarc Consulting LLC	Non-Disclosure Agreement	\$0.00
Position Marketing Group	Non-Disclosure Agreement	\$0.00
Possible Worldwide	Non-Disclosure Agreement	\$0.00
Post Foods LLC	Non-Disclosure Agreement	\$0.00
Potawatomi Bingo Casino	Potawatomi Casino/Hotel Advertising Jan-March '15	\$0.00



COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Potawatomi Bingo Casino	Potawatomi Casino/Hotel Advertising March Q3 2015	\$0.00
Potawatomi Bingo Casino	Potawatomi Casino/Hotel Advertising March Q3 2015	\$0.00
Potawatomi Bingo Casino	Potawatomi Casino/Hotel Advertising March Q3 2015	\$0.00
Potawatomi Bingo Casino	Potawatomi Casino/Hotel Advertising March Q3 2015	\$0.00
Poutonnet, Philippe	Confidentiality and Non-Solicitation Agreement	\$0.00
PPE Casino Resorts	Non-Disclosure Agreement	\$0.00
Premiere Radio Network	Premiere Radio Network 12-2010	\$0.00
Premiere Radio Networks	Premiere Radio Networks - Delilah 2012	\$0.00
Press Communications - WHTG	Press Communications - WHTG Serv Agrmt 03-09	\$0.00
Press Communications - WKMK	Press Communications - WKMK Serv Agrmt w_auto renewal 10-09	\$0.00
Press Communications - WWZY	Press Communications - WWZY dated 04-2013	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Press Communications WWYZ	Press Communications WWYZ - addendum adding mobile web platform - 01-2014	\$0.00
Press Communications WWYZ	Press Communications WWYZ Addendum 04-2013	\$0.00
Pristiq ADlife	Pristiq ADlife Platform Renewal 2014 02-2014	\$0.00
Privateer Holdings	Non-Disclosure Agreement	\$0.00
Pro Phase LabsCold EEZE	Pro Phase LabsCold EEZE Site Updates 2014 SOW 10-2014 (OPP-0000010860)	\$0.00
Pro Phase LabsCold EEZE	Pro Phase LabsCold EEZE Site Updates 2014 SOW 10-2014 (OPP-0000010860)	\$0.00
Promotion Network	Non-Disclosure Agreement	\$0.00
PSK W	PSK W - Shire Lialda Coupon Program-10-2014 (OPP-0000010801)	\$0.00
PSK W	PSK W - Lialda SMS Coupon Renewal 10-2013	\$0.00
PSK W	PSK W - Shire Lialda Coupon Program Renewal 10-2014 (OPP-0000010801)	\$0.00
PSK W	PSK W - Shire Lialda Coupon Program 10-2014 (OPP-0000010801)	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Publicis	Non-Disclosure Agreement	\$0.00
Pfizer Celebrex	Pfizer Celebrex 2014 HCP Mobile Site Updates 03-2014	\$0.00
Quedado, Janna	Confidentiality and Non-Solicitation Agreement	\$0.00
Questline Inc	Non-Disclosure Agreement	\$0.00
Queue Marketing Group	Non-Disclosure Agreement	\$0.00
R Communications	R Communications Addendum Renewal 02-2013	\$0.00
R Communications	R Communications Revised Addendum 03-2013	\$0.00
R Communications	R Communications Revised Addendum 03-2013	\$0.00
R Communications	R Communications - Renewal 12-2014 OPP-0000011118	\$0.00
R J Reynolds Tobacco Company	Non-Disclosure Agreement	\$0.00
Rachael Piper Consulting	United Methodist Church - Spring 2015	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Rademacher Companies	Rademacher Companies - SMS Platform 03-2013	\$0.00
Radius Networks Inc	Non-Disclosure Agreement	\$0.00
Ramar Communications	Ramar Communications addendum altering cancellation provision and MSA updates 10-2014	\$0.00
Ramar Communications - KXTQ KSTQ KLZK KJTV	Ramar Communications - KXTQ KSTQ KLZK KJTV 02-2012	\$0.00
Ratner Companies LC	Ratner Companies LC - Hair Cuttery Bubbles Salon Cielo Promo Serv Agr 01-11	\$0.00
Ratner Companies LC	Ratner Companies LC - Hair Cuttery Mobile Site Hosting 09-2013	\$0.00
Ratner Companies, LC	Mobile Website and Applications Development Agreement, dated May 1, 2011, by and between Ratner Companies, LC and Hipcricket, Inc.	\$0.00
Rauxa Direct	Non-Disclosure Agreement	\$0.00
Razorfish LLC	Non-Disclosure Agreement	\$0.00
RCG, LLC	Non-Disclosure Agreement	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Reach Media Inc	Reach Media Inc - 24 month Renewal 01-2014	\$0.00
Reach Media Inc	Reach Media Inc - Tom Joyner Show Standard Serv Agr 10-2009	\$0.00
Redbox Automated Retail	Non-Disclosure Agreement	\$0.00
Reisling Radio Partners	Reisling Radio Partners MSA SOW-12-2014 (OPP-0000009777)	\$0.00
Resource Interactive	Resource Interactive -Bush Beans SMS Extension Jul-Oct 2014 - 06-2014	\$0.00
Resource Ventures Ltd.	Vendor Master Services Agreement, dated February 19, 2014, by and between Resource Ventures Ltd. and Hiperticket, Inc.	\$0.00
Retailence Corp	Non-Disclosure Agreement	\$0.00
RevHealth LLC	Non-Disclosure Agreement	\$0.00
Rixner, Alyson	Confidentiality and Non-Solicitation Agreement	\$0.00
Rocketfuel Inc	Non-Disclosure Agreement	\$0.00
ROI Media Consultants	Non-Disclosure Agreement	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
RSE	CA Community Colleges 2015	\$0.00
RSE	CA Dept of Health: NEOBP Latino Online	\$0.00
RSE	CA Dept of Health: NEOBP Latino Online	\$0.00
Salesforce.com	Master Service Agreement between Salesforce.com and Hipcricket, Inc.	\$0.00
SC Johnson	SC Johnson (Vault Comm as Agent for) - KIWI QR code - 03-01-2012	\$0.00
Schirle, Doug	Confidentiality and Non-Solicitation Agreement	\$0.00
Screenvision	Screenvision 10-15-2011	\$0.00
Screenvision	Screenvision Renewal 2014 Addendum 12-2013	\$0.00
Screenvision	Screenvision 2014 Renewal -10-2014 (OPP-0000010751)	\$0.00
Seattle App Lab	Non-Disclosure Agreement	\$0.00
Sepulveda	Non-Disclosure Agreement	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Serra, Luis	Confidentiality and Non-Solicitation Agreement	\$0.00
Seven 11	Non-Disclosure Agreement	\$0.00
Simon Property Group	Non-Disclosure Agreement	\$0.00
SingleTouch Systems	Non-Disclosure Agreement	\$0.00
SK&G	Baha Mar Resort 2015	\$0.00
Sklar, Scott	Confidentiality and Non-Solicitation Agreement	\$0.00
Slooce Technologies Inc	Non-Disclosure Agreement	\$0.00
South Central Media Knoxville	Standard Services Agreement, dated November 1, 2009, by and between South Central Media Knoxville and Hipcricket, Inc.	\$0.00
South Central Media WSTO and WIKY	Standard Services Agreement, dated August 1, 2009, by and between South Central Media WSTO and WIKY and Hipcricket, Inc.	\$0.00
South Central Radio Group	South Central Radio Group addendum 2-2010	\$0.00
South Central Radio Group	South Central Radio Group addendum Evansville Aug 2008	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
South Central Radio Group Knoxville	South Central Radio Group - Addendum Knoxville	\$0.00
South Central Radio Group Knoxville	South Central Radio Group Knoxville business in motion SOW 11-2008	\$0.00
South Central Radio Group Knoxville	South Central Radio Group Knoxville-radio business in motion program agreement	\$0.00
South Central Radio Group Nashville	South Central Radio Group Nashville - Radio Business in Motion Program Agmt	\$0.00
Southern States Cooperative, Inc.	Non-Disclosure Agreement	\$0.00
SouthStar	SouthStar 4 month extension - 01-2014	\$0.00
Southstar Communities LLC	Non-Disclosure Agreement	\$0.00
Spalding Associates	Non-Disclosure Agreement	\$0.00
Spanish Broadcasting System Inc WSKQ WPAT WLEY KRZZ KLAX KXOL	Spanish Broadcasting System Inc WSKQ WPAT WLEY KRZZ KLAX KXOL Serv Agr 05-2010	\$0.00
Spanish Broadcasting Systems	Spanish Broadcasting Systems Renewal 08-2013	\$0.00
Sparkfly	Non-Disclosure Agreement	\$0.00



COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Sprague, Aaron	Confidentiality and Non-Solicitation Agreement	\$0.00
Springer Mountain Farms	Technology Platform License & Services Agreement dated 03-02-2011	\$0.00
Springer Mountain Farms	Springer Mountain Farms SOW - QR in Store tracking Program - 02-2014	\$0.00
Springer Mountain Farms	Springer Mountain Farms Mobile Web SOW 2012	\$0.00
Springer Mountain Farms	Springer Mountain Farms SMS Program 04-2012	\$0.00
Springer Mountain Farms	Springer Mountain Farms SOW - Restaurant Donation Program 02-2014	\$0.00
Sprint	Non-Disclosure Agreement	\$0.00
St. Johns & Partners Advertising	Zaxbys	\$0.00
Starcom	Starcom - Pro Bono GCFD SOW - 01-23-2015	\$0.00
Starcom Media Vest	Non-Disclosure Agreement	\$0.00
Starcom Mediavest	Non-Disclosure Agreement	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Starcomm	PRO BONO - Feed America	\$0.00
Stein Mart	Stein Mart - SMS Platform 2yr 2012	\$0.00
Stephens, Michael	Confidentiality and Non-Solicitation Agreement	\$0.00
Stovall, Douglas	Confidentiality and Non-Solicitation Agreement	\$0.00
Sulak, Ronald	Confidentiality and Non-Solicitation Agreement	\$0.00
Sultan, Alan	Confidentiality and Non-Solicitation Agreement	\$0.00
Sumotext	Non-Disclosure Agreement	\$0.00
Sun, Chevy	Confidentiality and Non-Solicitation Agreement	\$0.00
Sunkist Growers	Sunkist Growers - AD Life 2012	\$0.00
Sunkist Growers Canadian	Sunkist Growers Canadian Short Code Renewal 10-2012	\$0.00
SunkistGrowers	SunkistGrowers-SiteBuilderExtension - 10-2014 (OPP-0000010780)	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Super Chix	Super Chix - SMS MSA SOW - 03-2014	\$0.00
Sync Marketing	Sync Marketing Aug-Nov Sweepstakes - 08-2014	\$0.00
Sync Marketing	Sync Marketing MSA SMS Sweepstakes - 07-2014	\$0.00
T+ink, Inc.	Non-Disclosure Agreement	\$0.00
Tapjoy	Non-Disclosure Agreement	\$0.00
Taqtile Mobility	Non-Disclosure Agreement	\$0.00
Tatango Inc	Non-Disclosure Agreement	\$0.00
Tatango Inc	Non-Disclosure Agreement	\$0.00
TBC, Inc.	Brand Services Agreement, dated August 1, 2010, by and between TBC, Inc. and Hipcricket, Inc.	\$0.00
TD Wang Advertising Group	Non-Disclosure Agreement	\$0.00
Tealium inc	Non-Disclosure Agreement	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Team Detroit	Team Detroit SYNC Homepage Banner SOW - 12-2014 (OPP_0000010841)	\$0.00
Team Detroit Inc	Non-Disclosure Agreement	\$0.00
TechnoWit Solutions	Non-Disclosure Agreement	\$0.00
The Marketing Arm	The Marketing Arm MSA 06-2013	\$0.00
The Taubman Company LLC	Non-Disclosure Agreement	\$0.00
The Via Agency	Non-Disclosure Agreement	\$0.00
The Weinstein Company	Non-Disclosure Agreement	\$0.00
The Wine Group LLC	Non-Disclosure Agreement	\$0.00
Things Remembered	Things Remembered SOW Send to Phone API Support 02-2014	\$0.00
Things Remembered	Things Remembered SMS Renewal dated 04-2014	\$0.00
Thomas Reuters	Non-Disclosure Agreement	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Thorsrud, Alexa	Confidentiality and Non-Solicitation Agreement	\$0.00
Times and News Publishing	Times and News Publishing - WGTY Renewal Addendum -07-2014	\$0.00
Times and News Publishing WGTY - FM	Times and News Publishing WGTY - FM Contract 07-2012	\$0.00
Times and News Publishing WGTY - FM	Times and News Publishing WGTY - FM Contract 06-2013	\$0.00
Times and News Publishing WGTY-FM	Standard Services Agreement, dated August 1, 2009, by and between Times and News Publishing WGTY-FM and Hipericket, Inc.	\$0.00
TMA	TMA - State Farm Text-to-Donate Campaign 08-2013	\$0.00
TMA Resources	Non-Disclosure Agreement	\$0.00
Todd, Taylor	Confidentiality and Non-Solicitation Agreement	\$0.00
Tomorrow Networks	Non-Disclosure Agreement	\$0.00
Tomy International Inc	Non-Disclosure Agreement	\$0.00
TPN Holdings LLC	Non-Disclosure Agreement	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
TracFone Wireless	Non-Disclosure Agreement	\$0.00
Triad Retail Media	Non-Disclosure Agreement	\$0.00
Triax	Non-Disclosure Agreement	\$0.00
Twin Falls Radio (Locally Owned Radio) KIRQ-FM	Twin Falls Radio (Locally Owned Radio) KIRQ-FM campaign agreement 11-2008	\$0.00
Tyler Media KTUZ-FM-TV KUTU-TV	Tyler Media KTUZ-FM-TV KUTU-TV Serv Agr 06-2010 (INACTIVE)	\$0.00
Tyler Media KTUZ-FM-TV KUTU-TV	Tyler Media KTUZ-FM-TV KUTU-TV Addendum 04-2013 (inactive)	\$0.00
UC Berkley	UC Berkley - Sleep Study SMS - 11-2014 (OPP-0000010627)	\$0.00
UM Dodge Challenger Charger	UM Dodge Challenger Charger Q1 Agreement - 01-19-20 15	\$0.00
Unidos Financial Services	Non-Disclosure Agreement	\$0.00
Unilever	Non-Disclosure Agreement	\$0.00
United Way to Toledo	United Way to Toledo MSA SOW - 12-2014 (OPP-0000011085)	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Universal McCann	Universal McCann - BMW Dealer 2014 SMS - 02-2014	\$0.00
Universal McCann	Universal McCann MSA	\$0.00
Universal McCann Detroit	FY15 QA Chrysler CBC CHRYSLER HISPANIC VIDEO AL WON T2IN 1CHYCA159	\$0.00
Universal McCann Detroit	FY15 QA Jeep CBC ASIAN HEAVY UP LFEEST T2IN 1CJPCA161	\$0.00
Universal McCann Detroit	FY15 QA Ram CBC RAM HISPANIC VIDEO AL WON T2IN 1CDMCA159	\$0.00
Universal Studios Licensing LLC	Non-Disclosure Agreement	\$0.00
VA Lottery	VA Lottery Direct SMS Agreement dated 10-2014 (OPP-0000010887)	\$0.00
VA Lottery	VA Lottery - Alert Changes SOW - 03-23-2015	\$0.00
VA Lottery Direct	VA Lottery Direct SMS Agt 10-2014 (OPP-0000010887)	\$0.00
VA Lottery Moneyball Alert	VA Lottery Moneyball Alert - 08-2014	\$0.00
VA Lottery Moneyball Alert	VA Lottery Moneyball Alert- 08-2014	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Vain Media	Non-Disclosure Agreement	\$0.00
Velcera/FidoPharma	Non-Disclosure Agreement	\$0.00
Veolia Transportation	Non-Disclosure Agreement	\$0.00
Vigen, Catie	Confidentiality and Non-Solicitation Agreement	\$0.00
Virgin, Thomas	Confidentiality and Non-Solicitation Agreement	\$0.00
Virginia Lottery	Contract, dated October 7, 2014, by and between Virginia Lottery and Hipcricket, Inc.	\$0.00
Vision Service Plan	VSP Vision Care Plan	\$0.00
Visionary Related Entertainment, LLC	Shared Short Code Services Agreement, dated May 1, 2009, by and between Visionary Related Entertainment LLC KDDB-FM, KPOI-FM, KQMQ-FM, KUUU-FM and KUMU-FM and Hipcricket, Inc.	\$0.00
Viverae	Non-Disclosure Agreement	\$0.00
VNC Communications	Non-Disclosure Agreement	\$0.00
VoodooVox Inc	Non-Disclosure Agreement	\$0.00



COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Walgreens	Non-Disclosure Agreement	\$0.00
Webster, Anita	Confidentiality and Non-Solicitation Agreement	\$0.00
Weisknight	Non-Disclosure Agreement	\$0.00
WFG Money Services	WFG Money Services Addendum 5year renewal & changing volume limits - 02-2014	\$0.00
WFMS	WFMS Showtext Serv Agr 2-2009 (Cumulus Indianapolis)	\$0.00
WFMS	WFMS Showtext Serv Agr 3-2010 (Cumulus Indianapolis)	\$0.00
WHDH	WHDH 01-08-2001	\$0.00
WHDH	WHDH 2015 Extension & MT Increase 05-2013	\$0.00
Wheeler Broadcasting	Wheeler Broadcasting Renewal 04-2014	\$0.00
Wheeler Broadcasting Group	Contract Addendum dated 6/14/2013 (Contract ID: 00002062)	\$0.00
Wheeler Broadcasting WXLK-FM	Wheeler Broadcasting WXLK-FM Roanoke Serv Agr 01-2011	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
Wheeler, Susannah	Confidentiality and Non-Solicitation Agreement	\$0.00
WHTG	WHTG addendum adding website builder platform 01-2014	\$0.00
WHTG-FM	Agreement dated 03-01-2009, as amended 12-16-2013	\$0.00
Williams, Clinton	Confidentiality and Non-Solicitation Agreement	\$0.00
Winkler, Susanna	Confidentiality and Non-Solicitation Agreement	\$0.00
Wireless Developer Inc	Non-Disclosure Agreement	\$0.00
Wise, Mindy	Confidentiality and Non-Solicitation Agreement	\$0.00
WJIM FM Cumulus Broadcasting, Lansing	Services Agreement, dated May 1, 2012, by and between WJIM FM Cumulus Broadcasting, Lansing and Hipcricket, Inc.	\$0.00
WKMK	WKMK - addendum adding website builder 01-2014	\$0.00
World Financial Group	Non-Disclosure Agreement	\$0.00
WPSD-TV	WPSD-TV (Paxton Media) Std Serv Agr 02-01-2010	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
WPSD-TV	WPSD-TV (Paxton Media) Serv Agr 02-01-2012	\$0.00
WRQX Citadel Broadcasting Company	Services Agreement, dated May 1, 2012, by and between WRQX Citadel Broadcasting Company and Hipericket, Inc.	\$0.00
Wynn Las Vegas	Non-Disclosure Agreement	\$0.00
Xicom	Non-Disclosure Agreement	\$0.00
XS Energy ( Core Innovations)	XS Energy ( Core Innovations) 2014 Renewal SOW 01-2014	\$0.00
Yillo LLC	Non-Disclosure Agreement	\$0.00
You Technology Inc	Non-Disclosure Agreement	\$0.00
YTH	YTH - Colorado Health Reminders SOW - 01-26-2015	\$0.00
Zoetis	Zoetis - SOW SMS-MMS Coupon & Rebate Program 05-2013	\$0.00
Zumiez	Non-Disclosure Agreement	\$0.00
Zumobi Inc	Non-Disclosure Agreement	\$0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT
	TOTAL:	\$231,420.05