

OTHER PROVIDER TERMS IN GEOTAB END USER AGREEMENT

By accepting the Geotab End User Agreement, you also accept these Other Provider Terms. Our Products contain or function in connection with software, services and other products made or offered by companies that are not affiliated with Geotab, many of which require Geotab to pass through their terms to you and/or require you to accept their terms as a condition to your use of our Products. These Other Provider Terms contain important terms and conditions that affect your rights and obligations. Some of the providers detailed below reserve the right to amend their terms from time to time, as specified below, and by accepting such Other Provider Terms as part of the Geotab End User Agreement, you agree to accept amended versions of such Other Provider Terms. You agree that it is your responsibility to review, determine applicability and comply with the terms set forth below as well as to check for updates and changed URLs.

A. DATA STORAGE

We use more than one provider for data storage services. Currently we use a third party co-location facility in Canada to house our data storage servers, and we use Google Cloud Platform as our primary cloud data storage provider. As such, your data will be stored either on our servers at the Canadian co-location facilities or on Google's servers in various locations. The following terms are applicable to data storage services. If you have any questions about where your Individual Vehicle Data is stored, please contact us.

Google Cloud Platform Terms

Consent. You consent to the transmission, storage, use and processing of your data by Geotab and/or Google according to this Agreement using Google's Cloud Platform. Additionally, you consent to Google processing and storing your data anywhere Google or its agents and sub-processors maintain facilities for which Geotab has contracted, except if you are located in Europe, in which case we have made arrangements to have your data stored on Google servers in Europe. By using the services, you consent to this processing and storage of your data. Under this Agreement, Google is merely a data processor.

Google Cloud Platform Acceptable Use Policy. You agree to be bound by the Google Cloud Platform Acceptable Use Policy, available at: <https://cloud.google.com/terms/aup>. Violation of the Google Cloud Platform Acceptable Use Policy may result in immediate removal (and loss) of your data.

U.S. Government Users. The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable Federal Acquisition Regulations and their agency supplements.

B. POSTED SPEED LIMIT DATA

If you are using posted speed limit data provided by HERE, the following terms apply to you.

Copyright. The posted speed limit data ("Speed Data") is provided for your personal, internal use only and not for resale. It is protected by copyright, and is subject to the following terms and conditions which are agreed to by you, on the one hand, and Geotab Inc. ("Geotab", "we" or "us") and our licensors (including their licensors and suppliers) on the other hand.

© 20XX HERE. Copyright notices for specific countries can be found at: <https://legal.here.com/terms/general-content-supplier/terms-and-notice/>. All rights reserved.

Internal Business Use Only. You agree to use this Speed Data together with our Products and services for the internal business purposes for which you were licensed, and not for service bureau, time-sharing or other similar purposes. Accordingly, but subject to the restrictions set forth in the following paragraphs, you may copy this Speed Data only as necessary for your internal business use to (i) view it, and (ii) save it, provided that you do not remove any copyright notices that appear and do not modify the Speed Data in any way. You agree not to otherwise reproduce, copy, modify, decompile, disassemble, create any derivative works of, or reverse engineer

any portion of this Speed Data, and may not transfer or distribute it in any form, for any purpose, except to the extent permitted by mandatory laws.

Restrictions. Except where you have been specifically licensed to do so by us, and without limiting the preceding paragraph, you may not (a) use this Speed Data with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation, positioning, dispatch, real time route guidance or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.

HERE End User Terms. Except for use as part of the MyGeotab service, where you have been specifically licensed by Geotab, you agree that you are bound by the HERE End User Terms, available at: <https://legal.here.com/us-en/terms/end-user-license-agreement>.

C. GOOGLE MAPS TERMS

If you are using map data provided by Google, the following terms apply to you.

Google Universal Terms of Service. You agree to be bound by Google's Universal Terms of Service, available at: <https://www.google.com/intl/ALL/policies/terms/>.

Google Maps / Google Earth Additional Terms of Service. You agree to be bound by the Google Maps Terms, available at: https://www.google.com/help/terms_maps.html.

Google Legal Notices. You agree to be bound by Google's Legal Notices, available at: http://www.google.com/intl/en-us/help/legalnotices_maps.html.

Google Maps Acceptable Use Policy. You agree to be bound by the Google Maps Acceptable Use Policy, available at: https://www.google.com/work/earthmaps/legal/universal_aup.html.

License to Google under Privacy Policy. You agree to grant Google a license to use your data to enable Google to provide and improve the map service and treat your data in accordance with Google's Privacy Policy, available at: <http://www.google.com/privacy/privacy-policy.html>.

Export Laws. You agree to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.

Prohibited Territory. You agree to refrain from using Google maps in the "Prohibited Territory", defined by Google as the countries listed at: http://www.google.com/enterprise/earthmaps/legal/us/maps_integrator_territory.html.

Consent. You agree to consent - and to obtain the consent of every driver and other person whose location can be determined with Geotab and Google services - to Geotab obtaining and caching location data, noting that such consent is revocable and that without such consent, services either cannot be provided or cannot be provided with the same functionality.

US Government Users. The Google Services were developed solely at private expense and is commercial computer software and related documentation within the meaning of the applicable U.S. civilian and military Federal acquisition regulations and any supplements thereto. If the user of the Services is an agency, department, employee, or other entity of the United States Government, under FAR 12.212 and DFARS 227.7202, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, including technical data or manuals, is governed by the terms and conditions contained in Google's standard commercial license agreement.

Google does not accept government flow down provisions, including but not limited to, the United States Federal Acquisition Regulations (FARs) and its supplements, Defense FARs or NASA FARs. Government flow down provisions, if any, will be addressed with supplementary documentation and require Google's signed acceptance of any supplementary documentation.

The Universal Terms section entitled "Business uses of our Services" is replaced in its entirety with the following:

"If you are using our Services on behalf of a government entity, that entity accepts these terms. Solely to the extent permitted by applicable law, regulation, or privileges and immunities, that entity will hold harmless and indemnify Google and its affiliates, officers, agents and employees from any claim, action or proceedings arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, judgements, litigation costs and legal fees."

For city or state government entities in the United States and European Union, the Universal Terms section regarding governing law and venue will not apply.

For United States federal government entities, the Universal Terms section regarding governing law and venue is replaced in its entirety with the following:

"This Agreement will be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws. Solely to the extent permitted by federal law (A) the laws of the State of California (excluding California's conflict of laws rules) will apply in the absence of applicable federal law; and (B) any dispute arising out of or relating to this Agreement or the Services will be litigated exclusively in the federal courts of Santa Clara county, California, and the parties consent to personal jurisdiction in those courts."

All access of use of Google Maps/Google Earth by or for the United States federal government is subject to the "U.S. Government Restricted Rights" section in Legal Notices; set out here for convenience:

- A. This computer software is submitted with restricted rights under the Google Terms of Service, the Google Maps/Google Earth Additional Terms, and the Google Maps/Google Earth APIs Terms of Service. It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.
- B. This computer software may be:
 - a. Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;
 - b. Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;
 - c. Reproduced for safekeeping (archives) or backup purposes;
 - d. Modified, adapted or combined with other computer software, provided that the modified, adapted or combined portions of the derivative software incorporating any of the delivered, restricted computer software will be subject to the same restricted rights;
 - e. Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (B)(a) through (d) of this notice; and
 - f. Used or copied for use with a replacement computer.
- C. Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (B) of this notice.
- D. Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.
- E. This notice will be marked on any reproduction of this computer software, in whole or in part.

D. HERE MAPS TERMS

If you are using map data provided by HERE, the following terms apply to you.

HERE End-User Terms. You understand and acknowledge that map and related data or services provided by or through HERE (the “HERE Location Platform Services”), is subject to HERE’s end-user terms (designated to apply to either business or consumer end-users, as applicable), privacy policy and other end-user communications provided by HERE or as set forth at, or linked through, <http://here.com/services/terms> and “report an issue” links for purposes of reporting e.g. privacy concerns related to images (collectively, “End User Terms”), and you confirm that you accept and agree to such End User Terms.

E. MAPBOX MAP TERMS

If you are using map data from Mapbox, the following terms apply to you.

License to Use Your Data. Limited to the purpose of hosting your content so that mapping services can be provided, you grant Mapbox a non-exclusive, worldwide, royalty-free, transferable right and license (with the right to sublicense), to use, copy, cache, publish, display, distribute, modify, create derivative works, and store such content and to allow others to do so. This right and license enables Mapbox to host and mirror your content on its distributed platform. You warrant, represent, and agree that you have the right to grant Mapbox these rights.

US Government. If you are a US Government User there are modified/additional terms that apply to you; available at: <https://www.mapbox.com/usg-tos/>.

F. HOS TABLET TERMS

If you have purchased a Garmin tablet from Geotab as part of Geotab’s HOS service, the following terms apply to you.

I. Garmin Terms

The device firmware embedded in and the Garmin Telematics software (the firmware and software collectively, the “Software”) loaded on your Garmin Telematics devices are owned by Garmin Ltd. or its subsidiaries (collectively, “Garmin”). The Software is protected under copyright laws and international copyright treaties. The Software is licensed, not sold. The Software is provided under this Agreement. Your use of the Software and the Garmin Telematics devices are subject to the following terms and conditions which are agreed to by you as the end user of the Software and the Garmin Telematics devices, on the one hand, and Garmin and its licensors and affiliated companies of Garmin and its licensors, on the other hand. Garmin’s licensors, including the licensors, service providers, channel partners, suppliers and affiliated companies of Garmin and its licensors, are each a direct and intended third party beneficiary of this Agreement and may enforce their rights directly against you in the event of your breach of this Agreement.

IMPORTANT: CAREFULLY READ THIS ENTIRE AGREEMENT BEFORE USING THE GARMIN TELEMATICS DEVICES. USING GARMIN’S TELEMATICS DEVICE INDICATES YOUR ACKNOWLEDGMENT THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE, RETURN THE COMPLETE PRODUCT WITHIN 7 DAYS OF THE DATE YOU ACQUIRED IT (IF PURCHASED NEW) FOR A FULL REFUND TO THE DEALER FROM WHICH YOU PURCHASED THIS PRODUCT.

1. License: Subject to the terms and conditions of this Agreement, Garmin hereby grants you during the Term a limited, non-exclusive, personal, revocable, non-assignable, non-sub licensable and non-transferable license to (i) execute the Software on the Garmin Telematics device in machine-readable form only and (ii) use the Garmin Telematics devices in accordance with the terms of this Agreement.
2. Updates; Support or Maintenance: Garmin may extend, enhance, or otherwise modify the Software at any

time without notice, but Garmin shall not be obligated to provide you with any updates to the Software. If updates are made available by Garmin, the terms of this Agreement will govern such updates, unless the update is accompanied by a separate license in which case the terms of that license will govern. You further acknowledge that Garmin has no express or implied obligation to announce or make available any updates of the Software to anyone in the future. You acknowledge that the value-added reseller from whom you obtained the Garmin Telematics device and not Garmin is responsible for providing support and maintenance for your Garmin Telematics device.

3. Authorized uses of the Garmin Telematics devices:

(a) You may only use the Garmin Telematics devices to track the location of assets for use in the internal operation of your business and not for resale, rent, distribution or sublicense. You shall not use the Garmin Telematics devices to track a person or group of people. If you use the Garmin Telematics device to track the location of a vehicle used in the internal operation of your business, then you must first inform the driver of the vehicle that (i) the location of the vehicle will be tracked, and (ii) track logs might be uploaded to Garmin on an anonymous basis in a way that does not personally identify the driver or any other person if and when the Garmin Telematics device is connected to a computer. You must not use the Garmin Telematics device to track the location of a vehicle without the driver's knowledge. If Garmin has a reasonable belief that you are using the Garmin Telematics devices for purposes or in ways other than those authorized purposes and ways stated above, then Garmin may terminate the service to your Garmin Telematics devices immediately. Any use of the Garmin Telematics device other than as specified above shall be deemed a material breach of this Agreement. Without limiting the generality of foregoing, you must not use the Garmin Telematics device to track, stalk, harass, harm or threaten to harm, or invade the privacy of any person.

4. Compliance with Laws and Regulations: You covenant that your use of the Garmin Telematics device will comply with applicable laws and regulations regarding the use of location tracking products and services. You are solely responsible for complying with any orders, rules and regulations of the Federal Communications Commission, or any other Federal, State or local governmental authority, applicable to your purchase, installation or operation of the Garmin Telematics device. Garmin will not be responsible for your use of the Garmin Telematics device in violation of any laws or regulations.

5. Confidentiality; Prohibitions

5.1 Confidentiality: You acknowledge the confidentiality of the Software. At all times during the Term and thereafter, you shall keep confidential and not disclose, directly or indirectly, and shall not use for your benefit or any other individual or entity, confidential information of Garmin.

5.2 Prohibitions: All intellectual property rights in the Software and the Garmin Telematics device shall remain with Garmin. You shall not remove, obscure or alter any copyright, trademark, restrictive legend or other proprietary rights notices contained in the Software or the Garmin Telematics device. You shall not reverse engineer, de-compile, disassemble or create derivative works of the Software or the Garmin Telematics device.

6. Indemnification: You agree to indemnify, defend and hold harmless Garmin and its directors, officers, employees, independent contractors and agents (each a "Garmin Indemnified Party") from any and all claims, losses, liabilities, damages, expenses and costs (including without limitation attorneys fees and court costs) (collectively "Losses") incurred by a Garmin Indemnified Party as a result of your breach of this Agreement, a breach of any certification, covenant, representation or warranty made by you in this Agreement, or claims otherwise related to or arising from your use of the Garmin Telematics device.

7. Term and Termination

7.1 Term: The term of this Agreement shall continue for as long as you use the Garmin Telematics device. However, this Agreement and all rights granted by Garmin hereunder will terminate automatically without notice

from Garmin if you fail to comply with any of its terms or conditions. Garmin also reserves the right to discontinue offering any data or services provided by a third party if such supplier ceases to supply such data or services to Garmin or Garmin's contract with such supplier terminates for any reason.

7.2 Effect of Termination: Upon the termination of this Agreement for any reason, you shall immediately cease all use of the Garmin Telematics device, and erase and destroy all copies of Garmin confidential information in your possession or control. The provisions of Sections 3, 4, 5, 6, 7, 8 and 9 will survive any termination of this Agreement. Garmin will not be liable for compensation, indemnity, or damages of any sort as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement will be without prejudice to any other right or remedy Garmin may have, now or in the future.

8. NO WARRANTY; DISCLAIMER OF ACTUAL AND CONSEQUENTIAL DAMAGES

(a) EXCEPT FOR THE MANUFACTURER'S LIMITED WARRANTY APPLICABLE TO THE GARMIN TELEMATICS DEVICE AND EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, THE SOFTWARE AND THE GARMIN TELEMATICS DEVICE, AND ANY SERVICES ASSOCIATED WITH OR SUPPORTING THE USE OF THE GARMIN TELEMATICS DEVICE, ARE PROVIDED BY GARMIN ON AN "AS-IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS. GARMIN SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AS TO THE SOFTWARE, THE GARMIN TELEMATICS DEVICE AND THE SERVICES PROVIDED UNDER THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, GARMIN DOES NOT WARRANT THAT THE GARMIN TELEMATICS DEVICE, INCLUDING THE SOFTWARE OR THE OPERATION THEREOF WILL BE ACCURATE, RELIABLE, UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL AGENTS. GARMIN DOES NOT REPRESENT NOR WARRANT THAT THE GARMIN TELEMATICS DEVICE WILL PREVENT ANY LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY. YOU ASSUME ALL RISK FOR LOSS OR DAMAGE TO PROPERTY THE LOCATION OF WHICH IS BEING TRACKED BY A GARMIN TELEMATICS DEVICE. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY GARMIN OR ITS SERVICE PROVIDERS, SUPPLIERS, CHANNEL PARTNERS AND LICENSORS, OR BY AGENTS AND EMPLOYEES OF GARMIN, ITS SERVICE PROVIDERS, SUPPLIERS, CHANNEL PARTNERS OR LICENSORS, SHALL CREATE A WARRANTY, AND YOU ARE NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION.

(b) Location data provided by any service is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Garmin nor any of its licensors guarantees the availability, accuracy, completeness, reliability, or timeliness of location data or any other data displayed.

(c) GARMIN DISCLAIMS ALL LIABILITY FOR ANY LOSS, INJURY OR DAMAGE RESULTING FROM USE OF THE GARMIN TELEMATICS DEVICE. IN NO EVENT WILL GARMIN BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, EXEMPLARY, AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE GARMIN TELEMATICS DEVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT GARMIN IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, IN WHICH CASE SUCH EXCLUSION OR LIMITATION APPLIES TO THE FULLEST EXTENT ALLOWABLE UNDER THE APPLICABLE LAW.

(e) THE APPLICATION IS FOR YOUR USE ONLY AND YOU MAY NOT RESELL THE USE OF THE GARMIN

TELEMATICS DEVICE TO ANY OTHER PARTY.

(f) Speed limit alerts are provided as a guide only, and should not be relied upon for actual speed management. Users should always defer to posted road signs for speed limits. Additionally, while Garmin endeavors to maintain an accurate database of speed limits, such limits often change and information about speed limits provided to Garmin may not be accurate. As a result, Garmin cannot and does not guarantee the accuracy or completeness of such speed limit database.

(g) The Garmin Telematics device is equipped with a Restricted Mode that limits access to certain device features while the vehicle is in motion that may cause driver distraction. You assume any and all risk and liability that may result from disabling this feature. Garmin is not responsible or liable for any accidents or incidents that may occur as a result of disabling Restricted Mode.

9. General Legal Terms

9.1 Assignment: This Agreement may not be assigned, nor may any of your obligations under this Agreement be delegated, in whole or in part, by you, either voluntarily or by operation of law, merger, or any other means without Garmin's express prior written consent and any attempted assignment without such consent will be null and void.

9.2 Severability: If a court of competent jurisdiction finds any clause of this Agreement to be unenforceable for any reason, that clause of this Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

9.3 Waiver and Construction: Failure by Garmin to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Any laws or regulations that provide that the language of a contract will be construed against the drafter will not apply to this Agreement.

9.4 Government End Users: If you are an agency, department, or other entity of the United States Government, or funded in whole or in part by the U.S. Government, then use, duplication, reproduction, release, modification, disclosure or transfer of the Software and Garmin Telematics Device is restricted in accordance with the LIMITED or RESTRICTED rights as described in any applicable DFARS or FAR. In case of conflict between any of the FAR and/or DFARS that may apply to the Software and the Garmin Telematics Device, the construction that provides greater limitations on the Government's rights shall control. The contractor/manufacturer is Garmin International, Inc., 1200 East 151st Street, Olathe, Kansas 66062, USA. For purpose of any public disclosure provision under any federal, state or local law, it is agreed that the Software and the Garmin Telematics Device constitute trade secrets and/or a proprietary commercial product and not subject to disclosure.

9.5 Export Control: You agree not to export or re-export the Software or the Garmin Telematics Device to any country in violation of the export control laws of the United States of America.

9.6 Dispute Resolution: Any litigation or other dispute resolution between you and Garmin arising out of or relating to this Agreement or your use of the Garmin Telematics Device will take place in the State of Kansas. You and Garmin agree to submit to the personal and exclusive jurisdiction of the United States District Court for the District of Kansas and the Kansas state courts located in Johnson County, Kansas with respect any such litigation or dispute resolution. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of Kansas, except that body of Kansas law concerning conflicts of law. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If either party takes legal action to enforce any right under this Agreement, the prevailing party shall be entitled to recover all reasonable costs, including attorney fees.

9.7 Entire Agreement: This Agreement constitutes the entire agreement between you and Garmin with respect

to the use of the Software and the Garmin Telematics Device, and supersedes all prior understandings regarding such subject matter. Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern. If you are located in the province of Quebec, Canada, the following clause applies: The parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

II. SOTI Terms

PLEASE READ THE FOLLOWING SOFTWARE LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE INSTALLING, COPYING, DOWNLOADING OR USING THE SOFTWARE OR SOFTWARE UPDATE. THIS AGREEMENT GOVERNS THE PURCHASE, USE, UPDATE AND RENEWAL OF USE OF SOTI SOFTWARE. BY CLICKING "ACCEPT" AND BY INSTALLING, COPYING, DOWNLOADING OR USING THE SOFTWARE OR SOFTWARE UPDATE, YOU ARE AGREEING TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AS WELL AS SOTI'S TERMS OF USE AND PRIVACY POLICY PROVIDED FOR ON THE SOTI WEBSITE. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT DO NOT INSTALL OR USE THE SOFTWARE AND PROMPTLY EXIT THE SETUP SOFTWARE AND RETURN ALL ACCOMPANYING ITEMS (INCLUDING ALL FORMS OF DOCUMENTATION) TO THE ORIGINAL PLACE OF ORIGIN.

1. DEFINITIONS

"Device" means any computing device/instrument that is supported by the Software.

"Documentation" means all user guides, specifications, manuals, and reference materials provided with the Software, as such may be updated by SOTI from time to time.

"Licensee" means the end user or the entity, who agrees to the terms and conditions of this Agreement and to whom this license is granted. "You" and "Your" will be understood as the Licensee interchangeably as required in the wording of the Agreement for comprehension purposes.

"Licensee Data" means all electronic data or information submitted by Licensee to the Software and Services and shall include, but not be limited to, Licensee identifying information under the control of the Licensee and not available to the public.

"Software" means the SOTI MobiControl product and, but not limited to, the following components:

- BlitFire®
- MobiControl Package Studio
- MobiControl Deployment Server
- MobiControl Device Agent • MobiControl Web Console
- MobiControl Stage
- SOTI Hub

"SOTI" means SOTI Incorporated, a Province of Ontario registered corporation, and its affiliates.

2. PROPRIETARY RIGHTS

The Software (including any enhancements or updates), the components, all related Documentation, Software development kits, and application program interfaces are licensed, not sold, to the Licensee by SOTI for use

only under the terms of this Agreement. SOTI and its suppliers reserve all rights not expressly granted to the Licensee.

The Software, including but not limited to the source code, its components, Documentation, design and structure, any copies thereof is the proprietary property of SOTI or its suppliers and is protected by copyright laws and international copyright treaty provisions as well as other applicable intellectual property laws and treaties. All title and copyrights in and to the Software, or any copy, modification or merged portion of the Software shall at all times remain with SOTI. Licensee acknowledges and agrees that SOTI shall be the owner of any enhancements, updates, upgrades, new versions, or new releases of the Software or derivatives thereof that are developed by SOTI during the term of this Agreement and thereafter. Licensee expressly acknowledges and agrees that SOTI shall be the sole owner of any newly-developed, revised, or modified source code related in any way to the Software or SOTI's general business, regardless of whether developed, revised, or modified in response to Licensee's requests, suggestions, or ideas, even if performed as part of professional services paid for by Licensee.

Licensee exclusively owns all rights, title and interest in and to all of Licensee Data.

3. GRANT OF LICENSE

3.1 SOTI Duty

SOTI grants, upon payment of the license fee, the Licensee a non-transferable, nonexclusive, worldwide, perpetual right to:

- a) install and use the MobiControl Device Agents and MobiControl Stage on the number of Devices this license is purchased for. This is not a concurrent use license for Devices;
- b) install and use the MobiControl Web Console, and MobiControl Package Studio components on as many servers, desktop or notebook computers as the Licensee deems necessary;
- c) install the MobiControl Deployment Server component on the number of servers this license is purchased for; and
- d) make one (1) copy of the Software solely for backup, disaster recovery or archival purposes provided the Licensee reproduces in such copies any copyright, trademark or other proprietary markings and notices contained in the Software and/or Documentation.

3.2 Licensee Duty

The Licensee shall (i) be responsible for compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of Licensee Data and of the means by which Licensee acquired Licensee Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Software, and notify SOTI promptly of any such unauthorized access or use, and (iv) use the Software only in accordance with the information provided to Licensee, content made available on the SOTI website, and applicable laws and government regulations (v) shall be responsible for the security and privacy of any and all Software passwords, settings, and user data. Features of the Software may not be available in all languages or regions, some features may vary by region, and some may be restricted or unavailable from your service provider. A Wi-Fi or cellular data connection is required for some features of the Software. Licensee acknowledges that many features, built-in apps, and services of the Software transmit data and could impact charges to Licensee's data plan, and that Licensee is responsible for any such charges.

4. FEES AND PAYMENT

4.1 Payment

Unless otherwise documented and agreed to in writing, the Licensee shall provide SOTI or its respective

authorized representative payment of all fees within thirty (30) days of the date of invoice in an acceptable form such as, but not limited to, bank transfer, credit card, or company cheque. Such payments shall be made in advance on a monthly, annually or in accordance with any different billing frequency stated in the applicable order form.

It is the Licensee's responsibility to ensure and maintain that all information for accounting, billing, and technical purposes is current and accurate for services to be offered to the Licensee.

4.2 Suspension of Service and Acceleration

Unless otherwise documented and agreed to in writing, if any amount owing, not subject to a good faith dispute, by Licensee under this or any other agreement for SOTI's Software is thirty (30) or more days overdue, SOTI may, without limiting SOTI's other rights and remedies, accelerate Licensee's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, impose a penalty fee equal to the lower of two per cent (2%) per month or the highest rate then permitted by law and suspend SOTI's Service to Licensee until such amounts are paid in full.

4.3 Taxes

Licensee is responsible for paying all taxes associated with purchases hereunder. If SOTI has the legal obligation to pay or collect taxes for which the Licensee is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Licensee, unless Licensee provides SOTI with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. MANDATORY ACTIVATION

Activation associates the use of the Software for a specific Licensee installation. During said activation, the Software will send information about itself and the installation to SOTI and/or its suppliers. The information transferred is specific to the Software and the license purchased. Information includes the product version, registration code, installation ID, and the number of Devices registered in the system. BY USING THE SOFTWARE, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION. In addition to the initial activation, the Software will periodically and autonomously send the same information stated above to verify the current activation status of the Software. This is to automatically reflect changes to the license for the given installation.

6. THIRD PARTY SOFTWARE

Unless indicated as otherwise, third party software is available for an additional fee and/or is not required or necessary for the use of the Software. Except as explicitly stated within this Agreement, any third party software is provided "AS IS" or "AS AVAILABLE", with no warranties of any kind. Any third party software sublicense will terminate when this Agreement terminates, when the Licensee terminates, or when the Software is no longer being used by the Licensee. The Licensee shall not decompile, reverse engineer, adapt, translate, disassemble, modify, or create derivative works of the third party software, which shall be subject to the same restrictions as those set forth with respect to the Software within this Agreement.

7. LOCATION BASED SERVICES

The Software's location based services ("LBS") can be used with Devices that are equipped with a GPS receiver or devices that utilize cellular based location capabilities. The LBS feature in the Software is powered by Microsoft's Bing Maps technology. The

Terms of Use and Privacy Statement for Microsoft's Bing Maps technology may be accessed at:

<http://www.microsoft.com/maps/assets/docs/terms.aspx>; <http://privacy.microsoft.com/en-us/default.mspx> . In order to access this third-party system, the product registration code is passed from the Software to the SOTI and/or its suppliers LBS Server, which in turn requests a non-identifying token from Microsoft's Bing Maps

service on behalf of the end user.

8. RESTRICTIONS

Except as and only to the extent expressly permitted in this Agreement and by applicable law, the Licensee:

- (a) may not transfer, assign, sublicense, sell, resell, lease, lend or rent the Software or use, copy (except as expressly indicated as otherwise in this Agreement), modify or distribute the Software in whole or part;
- (b) may not decompile, reverse engineer, adapt, translate, disassemble, modify, or create derivative works of the Software or any part thereof;
- (c) may use the Software solely for internal use with the Licensee's ordinary business processes, only in accordance with all applicable laws and regulations, and in a manner consistent with this Agreement;
- (d) may not apply any procedure or process to the Software in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the Software or any algorithm, process, procedure, trade secret information contained in the Software;
- (e) may not use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights; or
- (f) may not interfere with or disrupt the integrity or performance of the Software or third-party data contained therein.
- (g) may not use the software to perform acts that would represent or be associated with any Intellectual Property violation, including, but not limited to the infringement or misappropriation of copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations or other entities.
- (h) may not exceed service limitations (including SMS messaging and data storage). SOTI is not responsible for any fees charged to recipients of any SMS messages sent from the Software.

If you do any of the foregoing, your rights under this Agreement will automatically terminate. Such termination shall be in addition and not in lieu of any criminal, civil or other remedies available to SOTI and/or its suppliers.

Malware: Licensee represents, warrants and covenants that Licensee will not cause or knowingly allow harmful software to be stored on, transmitted, or used with the Software, including but not limited to, the generation or dissemination of computer viruses, Trojan horses, time bombs, denial of service attacks, key logging and other monitoring software, worms, logic bombs, or other code or programs whose effect is to negatively impact the operation or performance of the Software or the safety, security, or privacy of users or owners of the Software, or to negatively impact the operation or performance of the wireless networks with which the Software may interact ("Networks") or to permit unauthorized use of or access to such Networks. Licensee may not knowingly use Software in any way that could cause harm to the Software or the Networks or impair their use by others. Licensee may not use Software to attempt unauthorized access to any service, system, data, account, or Network.

9. UPGRADES AND UPDATES

SOTI may, at any time, extend, enhance, or otherwise modify the Software by way of a version upgrade or update. If SOTI makes any available upgrades or updates, such upgrades or updates will be governed by this Agreement (unless a separate license is provided with the upgrades or updates, in which case the terms of that license shall govern the upgrades or updates). SOTI will use its commercially reasonable effort to notify Licensee of, or announce, any upgrades or updates (for clarity, such notification or announcement includes, without limitation, a notice posted at www.soti.net). Where upgrades or update is made available, such upgrades or updates may have APIs, features, services and/or functionality that are different from those found in the

software licensed under this Agreement.

10. USE OF DATA

10.1 Diagnostic and Usage Data

If You opt in to diagnostic and usage collection, You agree that SOTI, its subsidiaries and agents may collect, maintain, process and use diagnostic, technical, usage and related information in the form of metadata, including but not limited to technical information about Your Device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of Software updates, product support and other services to You (if any) related to the Software, and to verify compliance with the terms of this Agreement. SOTI may use this information, as long as it is collected in a form that does not personally identify You, to provide and improve SOTI's products and services. To enable SOTI's partners and third party providers to improve their software, hardware and services designed for use with SOTI products, SOTI may also provide any such partner or third party provider with a subset of diagnostic information that is relevant to that partner's or provider's software, hardware and/or services, as long as the diagnostic information is in a form that does not personally identify You.

10.2 Location Data

SOTI, its partners and licensees may provide certain services through Your Device that relies upon location information. To provide and improve these services, where available, and on the basis that Devices are GPS capable, SOTI, its partners and licensees may transmit, collect, maintain, process and use Your location data in the form of metadata, including the real-time geographic location of Your Device, and location search queries. The location data and queries collected by SOTI are collected in a form that does not personally identify You and may be used by SOTI, its partners and licensees to provide and improve location-based products and services. By using any location-based services on Your Device, You agree and consent to SOTI's, its partners' and licensees' transmission, collection, maintenance, processing and use of Your location data and queries to provide and improve such products and services. You may withdraw this consent at any time by disabling the location-based features in Your Device. Not using these location features will not impact the non-location-based functionality of Your Device. When using third party applications or services on Your Device that use or provide location data, You are subject to and should review such third party's terms and privacy policy on use of location data by such third party applications or services.

10.3 Protection of Licensee Data

Without limiting the above, SOTI shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Licensee Data. SOTI shall not (a) modify Licensee Data, (b) disclose Licensee Data except as compelled by law or as expressly permitted in writing by Licensee, or (c) access Licensee Data except to provide the Software and related services or prevent or address service or technical problems, or at Licensee request in connection with customer support matters.

10.4 Usage Limitations.

Licensee's optimal use of the Software may be subject to limitations based on the nature of the environment, which is subject to change from time to time. Such factors, including but not limited to, the number of devices on a particular instance, quantity of Software rules, frequency and/or retention of Licensee Data storage. Any such limitations are specified in the User Guide.

SMS messaging is not intended for broadcast purposes, and such features may be used solely for emergency purposes. Additional charges may apply.

10.5 Privacy Policy

At all times Licensee information will be treated in accordance with SOTI's Privacy Policy as provided for and made available on the SOTI website.

10.6 Content

Any and all content stored or accessed with the Software is the property of the applicable content owner and is protected by applicable law. Licensee is not granted any rights by SOTI to such content. SOTI is not liable for any content created, shared or published using the Software by Licensee.

11. Confidentiality

In the course of performing this Agreement, either party (the "Disclosing Party") may find it necessary to disclose to the other party (the "Receiving Party"), or Receiving Party may otherwise obtain from the Disclosing Party, certain information which is confidential information. "Confidential Information" means all information, that is identified orally or in writing as being confidential or information that is obviously confidential by its nature or is used in a context where the Receiving Party should have reasonably understood that the information should be treated as confidential, whether or not the word "confidential" is used. Confidential Information includes, but is not limited to, technical, financial or commercial information, trade secrets, knowhow, patents or patent pending filings, business plans, projections, marketing plans, client lists, customer lists and other information regarding customers or customer relationships, product plans and costs, methods of operation, schematics, studies, proposal strategy, specifications, drawings, photographs, models, mock-ups, designs, test results, research, process and fabrication information, programming code, computer software, software tools and descriptions of functions and features of software, source code, computer hardware designs and all other related materials that contain or reflect in whole or in part any such information or materials. Confidential Information does not include information (i) which was known to the Recipient prior to disclosure by the Discloser, and for which the Recipient can provide evidence that it was in its lawful possession free of any obligations to keep it confidential; (ii) which is in the public domain at the time of disclosure or becomes part of the public domain after disclosure otherwise than through a breach of this Agreement; (iii) which is independently developed by the Receiving Party; (iv) which is approved for release by prior written consent of the Disclosing Party; (v) which is received by the Receiving Party from a third party and there was no knowledge or reason to know on the part of the Receiving Party that the third party had obtained the information from the Disclosing Party under obligation of confidentiality; and (vi) which is required to be disclosed by governmental or judicial order or applicable law. The Receiving Party shall use Confidential Information received solely for the purpose of performing its obligations under this Agreement. The Receiving Party may disclose Confidential Information on a strictly "need to know" basis to its officers, contractors, or employees if each of such officer, contractor, or employee is also bound by a confidentiality agreement to protect the Confidential Information under conditions substantially similar as indicated in this Agreement, but in no event less than reasonable care. In the event the Receiving Party becomes legally compelled to disclose any Confidential Information of the Disclosing Party, the Receiving Party will provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. In the event that a protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party will furnish only that Confidential Information which is legally required and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information so disclosed.

12. LIMITED WARRANTY

Except as specifically stated in this Agreement, the Software is provided and licensed "AS IS" without warranty

of any kind, either express or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. SOTI warrants that the Software will substantially perform the functions or generally conform to the Documentation published by SOTI and included with the Software download for a period of ninety (90) days following the date on which the Licensee begins using the software after downloading and inputting the license keys provided by SOTI.

If the Software does not substantially perform the functions or generally conform to the Documentation published by SOTI, the Licensee may within thirty (30) days of delivery write to SOTI to report a significant defect. If, in SOTI's discretion, SOTI is unable to correct the defect within ninety (90) days of receiving your report, the Licensee may terminate this Agreement by returning the Software with the original receipt and the Licensee's will be refunded.

SOTI does not warrant that the functions contained in the Software will meet your requirements or that the operation of the Software will be entirely error free or appear precisely as described in the Documentation. SOTI does not guarantee the performance of the Software for use under every possible configuration, including but not limited to failure of the Software due to third party software or the Licensee's computer hardware or network.

SOTI will not warrant any Software: (1) that has not been used in accordance with this Agreement and the Documentation; (ii) that has been altered in any way by Licensee or any third party not under the control of SOTI, or their employees or agents; (iii) that is used in an operating environment other than as specified in the Documentation; (iv) where such nonconformity in the Software is due to abuse, neglect, or other improper use by the Licensee; or (v) where reported errors or nonconformities cannot be reproduced by SOTI, working, in good faith, with Licensee's assistance.

13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL SOTI OR ITS SUPPLIERS BE LIABLE FOR DAMAGES OF THIRD PARTIES CLAIMED AGAINST THE LICENSEE OR FOR PERSONAL INJURY, DEATH, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS,

LOSS OF REVENUE OR FAILURE TO REALIZE EXPECTED SAVINGS, LOSS AND/OR HARM OF DATA, DATA LEAKAGE, BUSINESS

INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES INCLUDING COSTS ASSOCIATED WITH DATA USAGE

OVER COMMUNICATION NETWORKS (E.G. CELLULAR), ARISING OUT OF OR RELATED TO LICENSEES USE OR INABILITY TO

USE THE SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE)

AND EVEN IF SOTI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER WILL SOTI AND ITS SUPPLIERS BE LIABLE FOR ANY DIRECT DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, ANY ALLEGED OR ACTUAL IMPROPER USE OR INSTALLATION OF THE SOFTWARE BY LICENSEE, ALLEGED OR ACTUAL NEGLIGENT ACTS OR OMISSIONS, WILLFUL MISCONDUCT, FRAUD OR FAILURE OF THE SOFTWARE DUE TO THIRD PARTIES SOFTWARE OR THE LICENSEE'S COMPUTER NETWORK. IN ANY CASE THE TOTAL LIABILITY OF SOTI AND ITS SUPPLIERS SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY LICENSEE FOR THE SOFTWARE WITHIN TWELVE (12) MONTHS PRECEDING THE CLAIM ("PERIOD") LESS THE AMOUNT CONSUMED FOR SUPPORT AND MAINTENANCE IN THE PERIOD PRECEDING THE CLAIM.

14. INDEMNIFICATION

Either party shall hold harmless the other party including its staff, officers, directors, partners and controlling persons from and against any and all third party claims, arising out of or relating to the indemnifying party's: (i) alleged or actual negligent acts or omissions, willful misconduct or fraud in connection with this Agreement, (ii) alleged or actual breach of this Agreement; (iii) alleged or actual violation of any statute, law, ordinance or regulation, or (iv) alleged or actual infringement of any patent, copyright, trademark, trade secret or other intellectual property or other rights of a third party.

15. TERM AND TERMINATION

15.1 Term of Agreement

This Agreement commences on the date the Licensee accepts the terms of this Agreement by downloading the Software and continues until all perpetual or subscription licenses granted in accordance with this Agreement have expired or been terminated. If Licensee uses the Software for a free trial period and does not purchase a perpetual or subscription license before the end of that period, this Agreement will terminate at the end of the free trial period.

15.2. Term of Purchased Subscription Licenses

Subscription licenses purchased by Licensee commence on the start date specified in the applicable registration form and continue for the subscription term specified therein. Except as otherwise specified in the applicable registration form, all subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless SOTI has provided the Licensee written notice of a pricing increase at least thirty (30) days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

15.3 Termination for Cause

Either party may terminate this Agreement for cause: (i) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

Licensee agrees that SOTI may, at its sole discretion, at any time discontinue providing or limit access to the services, Software, website, any areas of the website or content provided on or through the website. SOTI will terminate or limit Licensee's access to or use of the services, Software or website if, under appropriate circumstances, Licensee is determined to be a repeat infringer of third party copyright rights. Licensee agrees that SOTI shall not be liable to Licensee or any third-party for any termination or limitation of Licensee's access to or use of the services, Software, website, or any content on or through the website.

15.4 Refund or Payment upon Termination

Upon any termination for cause by Licensee, SOTI or the respective authorized representative shall refund Licensee any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by SOTI, Licensee shall pay any unpaid fees covering the remainder of the term after the effective date of termination. In no event shall any termination relieve Licensee of the obligation to pay any fees payable to SOTI or its respective authorized representative for the period prior to the effective date of termination.

16. MISCELLANEOUS

16.1 High Risk Activity

THE SOFTWARE MUST NOT BE USED FOR ANY HIGH RISK OR STRICT LIABILITY ACTIVITY. REAL TIME LOCATION DATA

ACCESSED VIA THE SOFTWARE MAY BE INACCURATE OR INCOMPLETE. LICENSEE'S USE OF THIS SOFTWARE IS AT ITS SOLE

RISK. Licensee shall not use the software for, including, without limitation, nuclear energy equipment, air or space traffic control, the operation of critical communication system, public transportation control, life support devices, or other ultra-hazardous uses where failure of the Software to perform would be reasonably expected to cause deaths, injuries or severe physical property or environmental losses. Any attempt to do so shall be deemed as a material breach under this Agreement.

16.2 Force Majeure

Except for payment obligations, neither party shall be liable for any delays or other non-performance resulting from circumstances or causes beyond its reasonable control that are not due to the negligence or misconduct of the party claiming relief under this section, including, without limitation, fire or other casualty, act of God, war, terrorism, or other violence, any law, order or requirement of any governmental agency or authority or other causes beyond the reasonable control of such party, provided that such party has informed the other party of such force majeure event promptly upon the occurrence thereof (including a reasonable estimate of the additional time required for performance to the extent determinable) and such party uses reasonable commercial efforts to effect the required performance as soon as reasonably practicable.

16.3 Applicable Law

This agreement shall be governed by and construed under the laws of the Province of Ontario, Canada. Each party irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to the service of process by mail or in any manner permitted by applicable law and consents to the jurisdiction of the courts of the Province of Ontario, Canada.

16.4 Amendments & Severability

This Agreement may not be amended or modified unless in writing, as mutually agreed and signed, by both SOTI and the

Licensee. If any provision of this Agreement is found to be invalid or unenforceable to any extent, then the invalid portion shall be deemed conformed to the minimum requirements of law to the extent possible. In addition, all other provisions of this Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

16.5 Audits

Licensee shall maintain records regarding the number of licensed Devices monitored by the Software and shall make such information available to SOTI upon request

16.6 Assignment

This Agreement, including any rights, or obligations under this license, may not be assigned or otherwise transferred by the Licensee to any other person, corporation or similar entity without the prior written consent of SOTI and any attempt to do so in violation of the terms hereof shall be null and void.

16.7 No Third Party Beneficiaries

This Agreement is for the benefit of the Licensee and SOTI and does not provide any third party the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

16.8 Language

In the event SOTI or another party has provided the Licensee with a translation of this Agreement from the English language to another language, the Licensee agrees that such translation is provided for convenience only; that the English version of this Agreement governs the relationship between SOTI and the Licensee; and, if there is any conflict between the English version of this Agreement and the translated version, the English version shall take precedence. All disputes under this Agreement shall be resolved in the English language.

16.9 Waiver

Neither the failure nor any delay by any Party in exercising any right under this Agreement will operate as a waiver of such right.

16.10 Notice

Any questions or concerns regarding this Agreement should be made in writing to the following:

SOTI Inc, 5770 Hurontario Street, Suite 1100, Mississauga, Ontario, Canada, L5R 3G5

Attn: Legal / Contracts

Email: legal@soti.net

Phone: + 1 905 624 9828 or 1 888 624 9828

Fax: + 1 905 624 3242

17. PRODUCT SUPPORT AND MAINTENANCE SERVICES

Software support and maintenance services shall be governed by the most current SOTI MobiControl Service Level Terms ("Services") which is incorporated by reference into this Agreement and made available through the following <http://www.soti.net/mcsla.pdf>).

Services for on premise perpetual Software must be purchased for specific terms ("Service Contract"), at a minimum of no less than a period of twelve (12) months, from the date of activation or from the date of renewal of the Service Contract. SOTI shall perform for Licensee, Services with respect to the Software on the condition that the Licensee has a valid Service Contract with SOTI.

Services for subscription as a service and cloud versions of the Software are incorporated with purchase.

SOTI has the right to deny access to the Services should the Licensee fail to have an active Service Contract. It is understood that SOTI cannot guarantee the Services if Licensee tampers or modifies the SQL Database unless explicitly discussed and agreed to in writing with SOTI.

Should SOTI be requested to provide services to the Licensee beyond SOTI's standard Services, the resulting services shall be provided to the Licensee by SOTI Professional Services, service terms of which are incorporated by reference into this License and made available through the following <http://www.soti.net/policies/professional-services-terms-and-conditions/> , billed at SOTI's then-current rates for professional services, and invoiced to the Licensee as provided in this Agreement. All professional services provided at Licensee's site shall be subject to SOTI's then-current expense reimbursement policies.