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This License was last updated on the 7th day of March, 2012 and is effective between Licensee and SOTI as of the date of the Licensee accepting this License.

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

“Documentation” means all reference materials provided with the Software.

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“Licensee Data” means all electronic data or information submitted by Licensee to the Software and Services.

“Software” means SOTI’s MobiControl® product and, but not limited to, the following components:

- MobiControl® Manager
- MobiControl® Package Studio
- MobiControl® Deployment Server
- MobiControl® Device Agent
- MobiControl® Web Console
- MobiScan®

“SOTI” means the licensor of the MobiControl® Software with its principal place of business at 5770 Hurontario Street, Suite 1100, Mississauga, Ontario L5R 3G5 Canada.

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

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- c) install the MobiControl® Deployment Server component on the number of servers this license is purchased for; and
- d) make one copy of the Software solely for backup or archival purposes.

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.

4. FEES AND PAYMENT

4.1 Invoicing and Payment

The Licensee will be invoiced based on the Licensee providing SOTI with a valid purchase order (whereby accepting the terms and conditions for payments in such cases) or alternative documentation of reasonable acceptance by SOTI, for the purchase request. Licensee will provide SOTI or its respective authorized representative with prompt payment in an acceptable form of payment such as, but not limited to, bank transfer, credit card, and company cheque. Such payments shall be in advance, 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, if any amount owing 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, 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. 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 service **Terms of Use** and **Privacy Statement** for Microsoft’s Bing Maps technology may be accessed at: <http://go.microsoft.com/fwlink/?LinkId=21969>; <http://go.microsoft.com/fwlink/?LinkId=21970> . 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.

7. RESTRICTIONS

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- (d) 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
- (e) interfere with or disrupt the integrity or performance of the Software or third-party data contained therein;

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8. CONFIDENTIALITY

8.1 Definition of Confidential Information

"Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Licensee Confidential Information shall include Licensee Data; SOTI's Confidential Information shall include the Software; and Confidential Information of each party shall include the terms and conditions of this Agreement and all registration forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. Confidential Information shall not include any information that (i) 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) 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) is independently developed by the Recipient, (iv) is approved for release by prior written consent of the Disclosing Party, (v) is received by the Recipient from a third party and there was no knowledge or reason to know on the part of the Recipient that the third party had obtained the information from the Disclosing Party under obligation of confidentiality.

8.2 Protection of Confidential Information

The Receiving Party shall use the same degree of care that it uses to protect its own confidential information, but in no event less than reasonable care not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

8.3 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 in accordance with Section 7.4 (Compelled Disclosure) 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.

8.4 Compelled Disclosure

The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled to do so by law, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8.5 Privacy Policy

At all times Licensee information will be treated in accordance with SOTI's Privacy Policy.

9. LIMITED WARRANTY

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10. 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, 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.

11. 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.

12. TERM AND TERMINATION

12.1 Term of Agreement

This Agreement commences on the date Licensee accepts it and continues until all perpetual or subscriptions 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.

12.2. 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.

12.3 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 imitation of Licensee's access to or use of the services, Software, website, or any content on or through the website.

12.4 Refund or Payment upon Termination

Upon any termination for cause by Licensee, SOTI 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.

13. MISCELLANEOUS

13.1 Applicable Law

This License shall be construed in accordance with the laws of the Province of Ontario excluding its conflict of law provisions. The Licensee agrees to sole venue in the provincial or federal courts located in the Province of Ontario, and hereby consents to the jurisdiction of such courts over itself in any action relating to this License.

13.2 Amendments & Severability

SOTI reserves the right to change the License, as it may deem necessary, without the approval and/or prior written consent of the Licensee. If any provision of this License 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 License shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

13.3 Waiver

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

13.4 Notice

Any questions or concerns regarding this License 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

14. PRODUCT SUPPORT AND MAINTENANCE SERVICES

Product Support and Maintenance Services (“Services”) may be purchased for a term (“Service Contract”), typically in increments of twelve (12) months. SOTI shall perform for Licensee, Services with respect to the Software as long as Licensee has a valid Service Contract with SOTI. 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 with SOTI. The following Services are included:

- SOTI[®] Technical Support Service. SOTI will provide technical support via telephone, email, and the SOTI Support Portal. For Technical Support details for your region please refer to www.soti.net and select “Support” or contact support@soti.net.
- SOTI[®] Skin Catalogue Service
- SOTI[®] Location Based Service
- SOTI[®] Messaging Service
- SOTI[®] Enrollment Service
- SOTI[®] Agent Builder Service
- Free software upgrades (Major & Minor releases)

Other service options such as 24/7 support can be purchased at an additional cost as needed. For any additional purchases please contact your SOTI representative. Alternately, you may contact SOTI at:

- 1-888-624-9828 (Toll free from US & Canada only)
- 1-905-624-9828

If the Licensee wishes to re-activate the Services after the Service Contract has expired, for example one (1) month after Service Contract expiry, then the commencement date of the extension of Services shall be backdated as of the date of expiry of the original Service Contract. The customer is responsible for payment of the lapsed time between expiry and renewal of Services.

Service Period Co-Termination

The Product Support and Maintenance period for each device license within a deployment must terminate on the same date.

Whenever additional licenses are purchased the Licensee has the option to either: 1) prorate the Service Contract for the additional licenses such that expiration coincides with the existing service period, or 2) extend the Service Contract for the existing licenses to coincide with the Service Contract of the additional licenses. An existing Service Contract must be in force before additional licenses may be purchased. SOTI has the right to deny the Licensee the addition of licenses until such Service Contract is in place and is active.