

English

The term "Device" as used in this document refers to any computing device that uses any Operating System created by Microsoft Corporation.

This license applies to the SOTI MobiControl product ("SOFTWARE") and its components including:

SOTI MobiControl Manager

SOTI MobiControl Package Studio

SOTI MobiControl Deployment Server

SOTI MobiControl Device Agent

By installing the software, you are agreeing to be bound by the terms of this agreement.

If you do not agree to the terms of this agreement, promptly exit the setup program and return all accompanying items (including written documentation) to the place you obtained them from.

COPYRIGHT

The SOFTWARE including source code, documentation, design, and structure is the proprietary property of SOTI Inc. and is protected by copyright laws and international treaty provisions. Title to the Program, or any copy, modification or merged portion of the Program, shall at all times remain with SOTI. Therefore, you must treat the software like any other copyrighted material except that you may:

- (a) Make one copy of the SOFTWARE solely for backup or archival purposes, or
- (b) Transfer the SOFTWARE to a single hard disk or other memory device provided you keep the original solely for backup or archival purposes, or
- (c) Transfer the SOFTWARE to a single system, which includes a host computer with a hard disk and one Device, provided you keep the original solely for backup or archival purposes. The backup copy must include all copyright information contained in the original. You may not copy the written materials accompanying the SOFTWARE.
- (d) This license grants you the right to install and use the software on a single Device at a time. To use the software on multiple Devices at the same time, you need to purchase a license for each Device onto which the software is to be installed. This is not a concurrent use license for Devices.
- (e) This license grants you the right to install and use the MobiControl Manager and MobiControl Package Studio software on as many desktop or notebook computers as you deem necessary.
- (f) This license grants you the right to install the MobiControl Deployment Server software on a single server. To install MobiControl Deployment Server software on multiple computers, licenses for each additional computer must be purchased from SOTI Inc.

You may not:

- (a) Transfer or rent the Program or use, copy, modify, distribute the Program in whole or part, except as expressly permitted in this agreement.
- (b) Unassemble or otherwise reverse engineer the Program.

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

LIMITED WARRANTY

Except as specifically stated in this agreement, the Program 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 Program will substantially perform the functions or generally conform to the Program's specifications published by SOTI and included in this package.

SOTI does not warrant that the functions contained in the Program will meet your requirements or that the operation of the Program will be entirely error free or appear precisely as described in the Program documentation.

LIMITATION OF REMEDIES AND LIABILITY

To the maximum extent permitted by applicable law, the remedies described below are accepted by you as your only remedies.

SOTI's entire liability and your exclusive remedies shall be:

If the Program does not substantially perform the functions or generally conform to the Program's specifications published by SOTI, you may within 30 days of delivery write to SOTI to report a significant defect. If SOTI is unable to correct the defect within 90 days of receiving your report, you may terminate your license and this agreement by returning the Program with the original receipt and your money will be refunded.

To the maximum extent permitted by applicable law, in no event will SOTI be liable to you for any damages, including lost profits, lost savings, or other incidental or consequential costs or damages, including costs associated with data usage over communication networks (e.g. cellular), arising out of the use or inability to use the Program, even if SOTI or a dealer authorized by SOTI had been advised of the possibility of such damages. In any case SOTI's entire liability under any provision of this Agreement shall be limited to the amount actually paid by you for the Software. These limitations do not apply to any liabilities that cannot be excluded or limited by applicable laws.

GENERAL

SOTI does not guarantee the performance of the software for use under every possible configuration. If any provision of this agreement is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby.

Any questions concerning this agreement should be made in writing to SOTI Inc, support@soti.net

SERVICE

The standard agreement includes 12 months of product service. Extended periods of service can also be purchased.

Product service includes the following during the validity period of the service agreement:

- Priority phone technical support during company business hours
- Priority email technical support
- Free major and minor product updates and releases

Other service options such as 24/7 support can be purchased at an additional cost as needed.

Service Period Co-Termination

The product service period for all licenses in the same deployment (i.e. managed through the same MobiControl database) must terminate on the same date.

Whenever additional licenses are purchased you have the option to either: 1) pro-rate the built-in service period of the additional licenses to terminate earlier with the existing service period, or 2) extend the service period of the existing licenses to co-terminate with the service period of the additional licenses. The service period for existing licenses must be valid before additional licenses can be purchased.