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English

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13.2 SOTI's total liability in respect of each individual free or trial service (and any and all support services provided in connection with the same) (howsoever arising under or in connection with this Agreement) shall not exceed an amount of \$50.00 USD.

14. INDEMNIFICATION

14.1 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) negligent acts or omissions, willful misconduct or fraud in connection with this Agreement;

(ii) violation of any statute, law, ordinance or regulation, or (ii) infringement of any patent, copyright, trademark, trade secret or other intellectual property or other rights of a third party.

14.2 Licensee shall indemnify, keep indemnified and hold harmless SOTI (on SOTI's own behalf on behalf of each of SOTI's Affiliates) from and against any losses, claims, damages, liability, data protection losses, costs (including legal and other professional fees) and expenses incurred by it (or any of its Affiliates) as a result of the Licensee's breach of this Agreement.

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 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 Order and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order, 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.

15.3 Termination

Without prejudice to any other rights, SOTI may terminate this Agreement without notice from SOTI in the event the Licensee fails to comply with the rights and obligations of this Agreement and the rights and obligations of any associated SOTI products and/or services. In the event of such termination, the Licensee must return or destroy all copies and components of the Software with written confirmation.

15.4 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.

15.5 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, weapon systems 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. Should the Licensee engage or attempt to engage in high risk activity, Licensee shall (i) assume and accept sole responsibility for all risks arising out of, associated with or related to engaging in high risk activity; (ii) be solely responsible for any injury, loss or damage that Licensee sustains while engaged in high risk activity; (iii) hold harmless and indemnify SOTI from any and all liability for any damage to property of, or personal injury to, any third party resulting from Licensee's engagement in high risk activity; and (iv) hold harmless, indemnify and release SOTI, its Affiliates, subsidiaries, officers, directors, agents, employees and representatives from liability for any and all claims, demands, actions and costs which may arise as a result of Licensee's engagement in high risk activity. For added clarity, where the Licensee utilizes the Software in the performance of high risk activity, the abovementioned shall also apply in the event of a failure or deficiency in the functionality or operation of the Software.

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

a) North, Central and South America. If the Licensee lives in (or, if a business, the principal place of business is in) North, Central or South America, you are contracting with SOTI, Inc., an Ontario, Canada registered corporation located at 6975 Creditview Road, Unit 4, Mississauga, Ontario, L5N 8E9, Canada. 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. The Parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement.

b) United Kingdom. If the Licensee lives in (or, if a business, the principal place of business is in) the United Kingdom or Russia you are contracting with SOTI Limited, an England and Wales registered corporation located at 5-7 Drury Lane, Solihull, United Kingdom, B91 3BB. This Agreement will be governed by and construed in accordance with English Law and the courts of England will have exclusive jurisdiction to settle any dispute which arises out of or in connection with this Agreement and the Parties hereby agree to submit to the jurisdiction of the courts of England. The Parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contract (Rights of Third Parties) Act (UK) 1999 by any person not a Party to it.

c) India and Sri Lanka. If the Licensee lives in (or, if a business, the principal place of business is in) India or Sri Lanka you are contracting with SOTI India Private Limited., a corporation organized under the laws of India located at 2nd Floor, Bestech Business Tower, Sohna Road, Sector 48, Gurugram, Haryana 122004 India. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, will be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Center (SIAC), which rules are deemed to be incorporated by reference into this section. The Tribunal will consist of one arbitrator to be appointed by the President of SIAC. The language of arbitration will be English. The decision of the arbitrator will be final, binding, and incontestable, and it may be used as a basis for judgment in any country or region.

d) Africa, Asia, Europe, Middle East, or South Pacific. If the Licensee lives in (or, if a business, the principal place of business is in) Africa, Asia (except for India or Sri Lanka), Europe (except for the United Kingdom or Russia), Middle East, or South Pacific you are contracting with SOTI Ireland Limited., a corporation organized under the laws of Ireland located at First Floor Island House, Cathedral Square, Galway City, Galway. This Agreement shall be governed by and construed under the laws of Ireland. 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 Dublin, Ireland.

16.4 Complete Agreement; Amendments & Severability

This Agreement constitutes the entire agreement between the Licensee and SOTI relating to the use of the Software and supersedes all prior or concurrent understanding regarding such subject matter. 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 Compliance

Each party shall comply with Corruption of Foreign Public Officials Act, applicable Bribery Laws and all SOTI policies and procedures (if any) with which each party is required to comply relating to prevention of bribery and corruption as updated from time to time by the written agreement of the parties.

Any resale and/or delivery of the Software or related services to any country shall not violate any applicable National and International Law. It is unlawful and a specific violation of this Agreement to deliberately communicate, transmit in any manner, means or medium, any unsolicited information or material to any individual or groups of individuals (that is: spamming) about SOTI's product offering or services. It is also a violation of the Agreement to use such methods to promote the Software. This prohibition specifically includes but is not limited to unsolicited commercial e-mail.

In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations. For clarity, Licensee is solely responsible for compliance related to the manner in which it chooses to use the Software.

16.6 Sanctions

Licensee covenants that it shall not -- directly or indirectly -- sell, export, re-export, transfer, divert, or otherwise dispose of any software, source code, or technology (including products derived from or based on such technology) received from SOTI under this Agreement to any other person, entity, or destination prohibited by the laws or regulations of the United Nations, United Kingdom, Canada, and the United States of America, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. SOTI shall notify Licensee of any countries, jurisdictions or territories that Licensee may not export, re-export, transfer, divert, or otherwise dispose of any Software, source code or technology. Licensee's intentional breach of this sanctions compliance clause shall constitute cause for immediate termination of this Agreement.

16.7 Monitoring Compliance

During the active term of the Software and for seven (7) years thereafter, the Licensee shall maintain full and accurate records regarding the number of licensed Devices monitored by the Software and shall make such information available to SOTI upon request. The Licensee shall allow and procure for SOTI (and any representatives of SOTI) access to its premises to inspect use of the Software and audit (and take copies of) the relevant records of the Licensee in each case to the extent necessary to verify that the Licensee is in compliance with its obligations under this Agreement.

Unless agreed to as otherwise in writing, the inspection and audit as referred to above shall be undertaken during Licensee's normal business hours, subject to reasonable prior notice, and not more than once in any given twelve (12) month period.

16.8 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.

16.9 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.

16.10 Set Off

Licensee shall pay all sums that it owes to SOTI under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

16.11 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.

16.12 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.



16.13 Notice

Any notice or other communication given by a party under this Agreement shall be (i) in writing and in English; and (ii) signed by, or on behalf of, the party giving it (except for notices sent via email). Notices and other communications intended for SOTI shall be sent to:

SOTI Inc, 6975 Creditview Road, Unit 4, Mississauga, Ontario, Canada, L5N 8E9 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 Service Level Terms ("Services") which is incorporated by reference into this Agreement and made available through the following link <http://www.soti.net/mcsla.pdf>

Services for on premise perpetual Software must be purchased 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 Order. SOTI shall perform for Licensee, Services with respect to the Software on the condition that the Licensee has a valid Order 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 active Service. It is understood that SOTI cannot guarantee the Services if Licensee tampers or modifies the SQL Database unless explicitly communicated and agreed to in writing with SOTI.

Should SOTI be requested to provide professional services to the Licensee beyond SOTI's standard Services, the resulting professional services shall be provided to the Licensee under a statement of work ("SOW"), terms of which are incorporated by reference into this Agreement 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 or its representative, as provided in this Agreement. All professional services provided at Licensee's site shall be subject to SOTI's then-current expense reimbursement policies.

18. THIRD PARTY NOTICE

18.1 Portions of the Software may utilize or include third party software and other copyrighted material. 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 or source code is provided "AS IS" or "AS AVAILABLE", with no warranties or representations 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.

19. LOCATION BASED SERVICES

To the extent that the Software contains location based service functionality, the following terms apply. 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>; <https://privacy.microsoft.com/en-us/privacystatement>. 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.

20. ANTI-VIRUS AND URL FILTERING

To the extent that the Software contains anti-virus and URL filtering functionality, the following terms apply. The Anti-Virus and URL Filtering feature in the Software is powered by BitDefender. The Terms of Use and Privacy Policy may be accessed at: <https://www.bitdefender.com/site/Main/view/end-user-license-minimum-terms.html>; <https://www.bitdefender.com/site/view/legal-privacy-policy-for-bitdefender-business-solutions.html>