

Good Master Software License and Services Agreement

GOOD TECHNOLOGY CORPORATION (TOGETHER WITH ITS AFFILIATES, "GOOD") AGREES TO LICENSE CERTAIN OF ITS SOFTWARE AND PROVIDE RELATED SUPPORT & MAINTENANCE OR SERVICES TO YOUR BUSINESS OR ORGANIZATION ("CUSTOMER") ONLY IF (A) YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO LEGALLY BIND CUSTOMER AND (B) YOU ACCEPT AND AGREE ON BEHALF OF CUSTOMER TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS IN THIS GOOD SOFTWARE LICENSE AND SERVICES AGREEMENT (THIS "AGREEMENT"), WHICH SHALL BE DEFINITELY EVIDENCED BY ANY ONE OF THE FOLLOWING MEANS: YOUR CLICKING THE "ACCEPTANCE" OR "CONTINUE" BUTTON, AS APPLICABLE; YOUR SIGNATURE ON A TANGIBLE COPY OF THIS AGREEMENT; OR YOUR INSTALLATION OR USE OF THE SOFTWARE, AND SHALL BE EFFECTIVE ON THE DATE ON WHICH YOU INSTALL ANY SOFTWARE (INCLUDING ANY UPDATES OR UPGRADES) PROVIDED HEREUNDER. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT COPY, INSTALL OR USE THE SOFTWARE.

IF YOU ARE ACCESSING ANY GOOD SOFTWARE AS A SERVICE ("SaaS") PRODUCTS, THE APPLICABLE TERMS AND CONDITIONS SET FORTH IN THE GOOD ENTERPRISE SaaS TERMS OF SERVICE AT www.good.com/legal ARE INCORPORATED HEREIN BY REFERENCE.

UNLESS OTHERWISE SET FORTH HEREIN, THIS AGREEMENT MAY ONLY BE SUPERSEDED OR AMENDED BY A WRITTEN AGREEMENT AGREED UPON BY BOTH PARTIES THAT EXPRESSLY PURPORTS TO SUPERSEDE OR AMEND THIS AGREEMENT IN PART OR IN WHOLE.

- A. ORDERS.** Use of the Good software and services are subject to the terms and conditions contained herein, including those incorporated by reference, and to the terms of all applicable written or electronic order forms (each an "Order") submitted by or on behalf of Customer to Good. Each Order shall be accompanied by one of the following payment methods providing full payment for all Software and Services (defined below in Section E.3) set forth in the Order: (1) a check for immediately available funds, (2) a signed purchase order from Customer (a "Purchase Order") or (3) a credit card authorization signed by Customer. In some instances, Customer's purchasing relationship exists solely between Customer and an authorized reseller of Good's software and services (a "Reseller"), in which case the Reseller shall be responsible for submitting Orders and the appropriate payment method therewith. An Order is not binding until Good accepts the Order and issues Customer's order confirmation number (an "Order Confirmation").
- B. CONTROLLING DOCUMENTS; ORDER OF PRIORITY.** To the greatest extent possible, all documents governing Customer's use of the Good Software and Services shall be read together and construed consistently. Notwithstanding the foregoing sentence, in the event of any conflict, the controlling document(s) shall be determined in this order of priority:
- First, binding Orders shall control, with conflict among Orders to be determined in favor of the most recent in time.
 - Next in order shall be any fully executed amendments and addenda to this Agreement.
 - Next in order shall be the Good Terms of Service for Enterprise SaaS, as applicable.
 - Next in order shall be these terms and conditions, including documents linked to or incorporated by reference herein, such as the Acceptable Use Policy, Support and Maintenance Terms.
 - Finally, any additional signed agreements between the Parties in effect, but not qualifying as a Superseding Agreement.
 - All of the above shall be incorporated by reference herein, and shall be collectively referred to as the Agreement.

CONFIDENTIAL VERSION 9

Revision Date: January 2015

Notwithstanding anything to the contrary between Customer and Good (each a "Party" and together the "Parties"), all terms and conditions associated with Customer's form Purchase Order shall be disregarded and have no effect. Any agreements Customer has between itself and Reseller shall be solely binding between those parties and not on Good. Good shall be bound to Reseller, and solely to Reseller, with respect to its own agreements with Reseller.

C. FEES AND PAYMENT.

****NOTE THIS "FEES AND PAYMENT" SECTION IS ONLY APPLICABLE TO CUSTOMER'S PURCHASE(S) DIRECTLY FROM GOOD AND NOT THROUGH A RESELLER****

C.1. Fees. When contracting directly with Good, Customer will pay to Good the applicable fees in the form or manner set forth in each applicable Order. Unless otherwise set forth in an Order, the currency is US dollars. Fees are not refundable, unless this Agreement expressly provides for refund. All amounts due are exclusive of taxes, withholding, duties, levies, tariffs, and other governmental charges (including without limitation VAT), excluding taxes on Good's net income, (collectively, "Taxes"), and Customer is responsible for payment of all Taxes. The Parties will reasonably cooperate to lawfully minimize Taxes.

C.2. Payment. Good will invoice Customer for Software and Services upon acceptance of the Order, after delivery of the Software or Services. Good may invoice Customer electronically. Each invoice is due and payable within thirty days following the invoice date. At Customer's direction, Good can elect to charge the invoiced amount against a valid credit card in lieu of invoicing. If Good has not received payment within sixty days after the due date, interest will accrue on past due amounts at the rate of one percent per month or any lower legal maximum. In addition to any other rights it may have, Good may suspend services and use of software provided under the applicable Order in the event any payment under this Agreement is not paid when due after notice to Customer. For billing convenience, Good and Customer can elect to designate one date each year or quarter upon which renewal payments are due for all Software and Services. In the event that Customer activates more licenses or uses more services than are then permitted per applicable Orders, Customer agrees to pay for such additional software and services for the relevant time period upon invoicing by Good per the applicable pricing schedule between the Parties or, if none, at the then applicable standard rates subject to the terms of this Agreement. Customer agrees that this Agreement shall independently serve as full authorization to invoice Customer for all applicable fees.

C.3. Written Reconciliation. At Good's request from time to time not exceeding once per quarter, Customer will provide Good with a report detailing its use and circulation of software, and Good may inspect Customer's records related to such report not more frequently than annually to ensure payment of all applicable fees. Any on site review will be conducted during regular business hours at Customer's offices and will not unreasonably interfere with Customer's business. The parties will use reasonable good faith efforts to promptly resolve any discrepancies.

D. LICENSE, RESTRICTIONS AND CUSTOMER OBLIGATIONS

D.1. **GOOD PROPRIETARY SOFTWARE** (includes, without limitation, Good for Enterprise™, Good Connect™, Good Share™, Good Access™, Good Control, client and/or server software, whether provided as a standalone product or incorporated into a bundle that include such proprietary software).

D.1.1. **LIMITED LICENSE**. Subject to the terms and conditions of this Agreement and payment of all applicable fees Customer is granted a non-exclusive and non-transferable license to install and use the applicable components of the Good proprietary software set forth on the Order(s), which are intended for enterprises (Server licenses) or end users (client access licenses, or CALs),

in machine-readable form, (including all copies thereof, the “Software”) solely for its internal business purposes and, as applicable, in connection with authorized access to and use of the NOC Services (defined in Section E.2 below) in accordance with applicable Software user and administrative documentation provided by Good (“Documentation”). For sake of clarity, Software shall not include third party products resold by Good (regardless of whether or not supported by Good) or any other products not created by Good, including Applications (as defined below). The foregoing license does not cover functionality and modules that are not expressly included on the Order(s). No license is granted in the source code of the Software. Customer may make a reasonable number of archival or backup copies of the Software. The license granted herein is further restricted to the number and kind of Servers and/or Devices and/or Users (each defined below in Section E.2) set forth in the Order, and subject to support and maintenance terms and payment of support and maintenance fees. For Device-based licenses, a CAL shall be restricted to use with a single Device at any given time. For User-based licenses, a CAL shall be restricted to use across multiple Devices belonging to a single User. In some cases, a single Device may require more than one CAL if network switching is made on the Device (such as, for example, when a Device is a world phone, switching from CDMA to GSM). If the Order specifies that the Software is licensed on a non-restrictive per Device basis, CALs and/or Devices may be transferred from one Device to another, so long as use on the previous Device is discontinued. If the Order specifies that the Software is licensed on a per User basis, the Software may be used on multiple Devices by a single User. The term of the license shall be specified on the Order. Subscription licenses, term licenses or Support and Maintenance may be renewed at then-current pricing upon Customer’s timely payment of an invoice issued by Good prior to the end of the then-current term.

D.1.2. GENERAL RESTRICTIONS. Customer shall not remove or alter any copyright notice or any other notices that appear on the Software. Customer shall not (and shall not allow its personnel or any third party to): (i) modify or create derivative works of any Software without the express written consent of Good; (ii) reverse engineer, decompile, decrypt or attempt to discover any source code or underlying ideas or algorithms of any Software (except to the extent that applicable law prohibits reverse engineering restrictions, in which case advance notice to Good of such action shall be given); (iii) provide, lease, lend, transfer, assign, sublicense, use for timesharing or service bureau purposes or otherwise use or allow the use of the Software for the benefit of any third party (including by way of multiplexing or pooling) other than as permitted by Good in writing; (iv) disclose the results of any benchmark testing, technical results or other performance data relating to the Software without Good’s prior written consent; (v) use any Software, or allow the transfer, transmission, export, or re-export of any Software or portion thereof in violation of any export control laws or regulations, or in violation of any laws or regulations governing Customer; or (vi) disable, damage or attempt to penetrate the Service in any manner, including, without limitation, pursuant to an “ethical hack.”

D.1.3. CUSTOMER OBLIGATIONS.

- a) GENERAL. Customer shall be responsible for the compliance of each of its Users with all applicable laws and the terms and conditions of this Agreement, including without limitation, Good’s Acceptable Use Policy located at www.good.com/legal, which is incorporated by reference hereto. Customer will use the server portion of the Software solely to support its Users and limit access to its qualified information technology personnel. Upon termination or expiration of the license, Customer shall return or destroy all copies of the Software and certify that it has done so to Good upon request.

- b) GOOD MOBILE ANALYTICS AND REPORTING MODULE – ADDITIONAL OBLIGATIONS. If the Order indicates that Customer is purchasing the Good Mobile Analytics and Reporting Module, which may be licensed as a standalone module, bundled with the Good With Data Service, or bundled with other products or product suites, Customer acknowledges and agrees that such module allows Customer to monitor Users’ business data usage by the Good Authorized Apps as set forth in the Documentation. As between Good and Customer, Customer shall be solely responsible and liable for any such data collection and use, and shall notify Users of such collection and use to the extent required by applicable law.

D.1.4. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE GOOD SOFTWARE AND SERVICES ARE NOT DESIGNED FOR, NOT AUTHORIZED FOR, AND MUST NOT BE RELIED UPON FOR USE IN ANY SITUATION RELATING TO EMERGENCY, MISSION CRITICAL OR LIFE THREATENING SITUATIONS OR FOR ANY OTHER USE REQUIRING FAILSAFE PERFORMANCE OR WHERE FAILURE COULD LEAD TO DEATH, PERSONAL INJURY, OR ENVIRONMENTAL DAMAGE. THE GOOD SOFTWARE AND NOC SERVICES ARE NOT USABLE WITHOUT BANDWIDTH AND DEVICES, AND GOOD IS NOT RESPONSIBLE FOR PROVIDING DEVICES NOR BANDWIDTH NOR ITS QUALITY.

D.1.5. Good reserves the right to modify the Software or Services and its specifications (including the specification, standard or algorithm of the data encryption feature enabled by the Software or Services) from time to time as required and without further notice in order to comply with applicable laws, rules, regulations, decisions or orders of any governmental authority.

D.1.6. PRE-RELEASE TESTING/EARLY ACCESS/TRIAL LICENSE. Subject to the foregoing, Good may provide Customer with a free testing arrangement of certain Software, whether written, verbal or implied, in connection with pre-release or early access testing of code that is not generally or commercially available, or a trial license of commercially and generally available Software (“Test Software”). If Customer has been granted a license key prior to placing an Order for licenses, or prior to such licenses being generally available to Good’s commercial customers, in the absence of a written arrangement defining the scope of a trial, pre-release or early access testing arrangement, a 30-day non-production internal test license shall be assumed (“Test License”). Notwithstanding any terms and conditions described in this Agreement to the contrary, any Test License shall be subject to the following: (a) the Test License(s) shall be of limited duration and shall expire automatically upon completion of the pre-release, early access or trial test period, (b) the Test License shall terminate immediately without notice from Good if Customer fails to comply with any provision of this Agreement, (c) the Customer may terminate the Test License earlier at any time by destroying and/or returning to Good all copies of the Test Software, (d) upon any expiration or termination of the Test License, the Customer must return and/or destroy all copies of the Test Software, (e) Good shall have the right to terminate all access to the Test Software without notice to Customer upon expiration or termination of the Test License, and (f) is subject to the restrictions set forth in Section D.1.2. Customer acknowledges and agrees that (i) Good is under no obligation to deliver or develop generally available or production versions of any pre-release or early access software, or any features or functionality therein, and (ii) any Test Software-related feedback shall be deemed Good Confidential Information, and Good is free to use such feedback for any purpose, without permission or license from, or payment to, Customer.

D.1.7. ADDITIONAL PRODUCT TERMS. Customer hereby acknowledges and agrees that additional system requirements (which may include Third Party Products), restrictions and/or license terms for certain software or services may be set forth in an applicable Order Form, Documentation, or transaction addendum.

D.2. GOOD PLATFORM - GOOD DYNAMICS™ DEVELOPMENT LICENSE – ADDITIONAL TERMS AND CONDITIONS. If the Order indicates that Customer is purchasing Good Dynamics (GD) Custom App Development licenses (formerly referred to as the Good Dynamics Enterprise Deployment License), whether provided as a standalone product or incorporated into a Good bundle, the following additional terms and conditions apply:

D.2.1. Good Dynamics Custom App Development License. Subject to Customer's continuing compliance with the terms of this Agreement and timely payment of all fees set forth in the applicable Order, Good grants Customer a limited-term, non-exclusive, non-transferable right to copy and use the Good Dynamics Enterprise Server(s) and the Good Dynamics Client Libraries, in object code format, incorporated in Application(s), for the number of (a) GD CALs, (b) number of Applications per GD CAL (which may be single, specified maximum, or unlimited) specified in applicable Order(s), and solely for Customer's use of Applications in conjunction with the Good Dynamics Service by Customer and Customer's end users for Customer's internal business purposes, and not for distribution or delivery to any third party, commercial or otherwise, in accordance with the Documentation ("GD Custom App Development License"). No license is granted in the Good Dynamics Software source code. As used herein,

- c) "Application" means a Customer-proprietary or third-party mobile device software application program that has been wrapped in accordance with the Documentation or modified by Customer or any Good-authorized third party developer in accordance with the Good Dynamics Software Development Kit (SDK) Developer Terms and Conditions (available at http://www1.good.com/legal/gd_sdk_agreement.html), to use and/or incorporate any of the Good Dynamics Software. "Application" also includes bug fixes, updates, and upgrades of such third-party software application programs. Applications may be available on a commercial basis from Good-approved software vendors and third-party resellers (e.g., iTunes or Android Market, etc.), some of which may be resold by Good. If an Application is unavailable from such sources, Customer may need to create the Application using the Good Dynamics SDK under the terms of the Good Dynamics Software Development Kit (SDK) Developer Terms and Conditions, at Customer's sole expense. For clarity, Applications are not Good Software and Good disclaims all liability in connection with Applications, including without limitation all claims related to compatibility of Applications with Good Software and Services or claims related to breach of any warranties, express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement, even if such Applications are resold by Good.
- d) "Good Dynamics Client Access License" or "GD CAL" means the per-unit measurement utilized for the purpose of determining the extent of Customer's license rights with respect to the client component of the Good Dynamics Software under an Order, and the amount of Fees payable by Customer for such license rights. Each individual GD CAL unit purchased by Customer under this Agreement permits Customer to use or access one instance (or multiple instances of the Good Dynamics Client Libraries, if so indicated on the applicable Order) of the Good Dynamics Client Libraries in connection with one instance of an Application (or multiple Applications, if so indicated on the applicable

Order) on either a single Device, or a single User's Devices, as set forth in the applicable Order, subject to the license terms below. GD CALs may not be shared or used concurrently by more than one User, and if the Order indicates that the license is a per Device license, on more than one Device. Subject to the foregoing, a GD CAL may be transferred from one Application to another Application so long as the previous instance is uninstalled and any further use thereof is discontinued. Further, if the Order indicates that the license is per Device, a GD CAL may also be transferred from one Device to another Device, so long as the previous instance is uninstalled and any further use thereof is discontinued.

- e) "Good Dynamics Client Libraries" means the Good client runtime libraries portion of the Good Dynamics Software.
- f) "Good Dynamics Enterprise Server" means an instance of the Good enterprise server portion of the Good Dynamics Software, comprising the Good Control and Good Proxy software modules, configured to operate with one or more Applications and the Good Network Operations Center ("NOC").
- g) "Good Dynamics Service" or "GD Service" refers to the Good Dynamics Software and services provided by the Good NOC that (i) allow an Application incorporating the Good Dynamics Client Libraries to securely connect and communicate with the Good Dynamics Enterprise Server and (ii) provide application and policy management functions for such Application.
- h) "Good Dynamics Software" means the Good Dynamics Client Libraries and the Good Dynamics Enterprise Server, and all libraries, application programming interfaces (APIs), sample code and associated Documentation made available by Good to Customer under this Agreement, excluding any Open Source Software. "Good Dynamics Software" also includes any upgrades, updates, bug fixes or modified versions, related documentation and backup copies of the Good Dynamics Software licensed or provided to Customer by Good directly or indirectly throughout the term of this Agreement.
- i) "Good Dynamics Third Party Application" or "GDTPA" means an Application resold by Good which includes the ability to use Good NOC Services to securely enable such Good Dynamics Third Party Application. Use of a Good Dynamics Third Party Application is governed exclusively by terms and conditions between Customer and the respective third party supplier. Good does not and will not provide support and maintenance, professional services or any warranties on any Good Dynamics Third Party Application. Use of a Good Dynamics Third Party Application does require ISVs Apps Platform licenses or Good Dynamics Custom App Development Licenses, which are sold separately.

D.2.2. Application Restrictions. Customer acknowledges and agrees that Good reserves the right to accept, limit, or reject Customer's access to the Good Dynamics Service under the following circumstances.

- a) The Good Dynamics Service is intended for Applications sending and receiving asynchronous text-based data, and not voice, video or other bandwidth-intensive or latency-sensitive applications. Customer agree not to exploit or authorize or allow Applications to exploit the GD Service provided hereunder in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. Good reserves the right to (i) limit or terminate the GD Service with respect to Applications that in Good's reasonable judgment exceed acceptable NOC bandwidth use

limits; or (ii) charge additional fees for the GD Service for Applications that exceed Good's acceptable NOC bandwidth use limits.

- b) Applications must not contain any malware, malicious or harmful code, program, or other internal component (e.g., computer viruses, trojan horses, "backdoors") which could damage, destroy, or adversely affect the Good Dynamics Software, GD Service, or other software, firmware, hardware, data, systems, services, or networks.
- c) Customer may only use the Good Dynamics Client Libraries in accordance with the Good Dynamics Custom App Development License, and only in object code form in conjunction with and as a part of an Application that adds significant and primary functionality to the Good Dynamics Client Libraries.
- d) Unless otherwise approved in writing by Good, in its sole discretion, Customer may not use any Application with the GD Service which has as its primary functionality the mobile delivery of email/calendar/contacts or other functionality then-currently offered by Good.

D.2.3. If Good Dynamics Software is provided at no fee in connection with delivery of other Software applications (such as Good Connect™, Good Share™ or Good Access™), or provided solely for use as a secure platform for Good Dynamics Third Party Applications (for example, if the Order includes the purchase of a license to "ISVs Apps Platform"), Customer's use of the Good Dynamics Software is solely limited to use with such Software or securing such GDTPA. For clarity, if the Order does not indicate that Customer is purchasing a license to Good Dynamics (GD) or Good Dynamics Custom App Development licenses, but Good Dynamics is provisioned with the purchase of a license to Good Software or as ISVs Apps Platform, the additional rights set forth in Section D.2.1 do not apply, and shall not be granted to Customer.

D.2.4. Except as otherwise expressly set forth in this Section D.2, the Good Dynamics Software shall be deemed "Software" and the GD Service shall be deemed "NOC Services" under this Agreement.

E. GOOD HOSTED SERVICES.

E.1. GOOD SOFTWARE AS A SERVICE OPTIONS. Certain elements of Good products may be hosted by Good hosted services ("Good Cloud Offerings"). If Customer opts to deploy such products as Good Cloud Offerings, Customer's use of the Good Cloud Offerings shall be governed by the Good Terms of Service for Enterprise Good Cloud Offerings that are presented to Customer when accessing the Good Cloud Offerings and available at www.good.com/legal. Good shall be responsible for the Good-hosted portion of the Good Cloud Offerings, and as between Customer and Good, Customer shall be solely responsible for any other third party products or services used in connection with the Good Cloud Offerings. Details relating to the architecture and deployment of the Good Cloud Offerings and on-premises Software are available in the Documentation and at www.good.com. Customer hereby acknowledges and agrees that the architecture, encryption and security of the Good Cloud Offerings deployment differs from on-premises Software deployment as set forth in the Documentation.

E.2. NOC SERVICE. In connection with Customer's deployment of certain Software and Good Cloud Offerings, Good will provide the network operations center services ("NOC Services") that enable the secure exchange of Customer's encrypted data between Customer's servers running the applicable Good Software behind Customer's firewall ("Servers") and the Good-supported mobile devices ("Devices") of Customer's employees and contractors (each a "User").

E.3. Good will be responsible for all costs associated with maintaining the NOC Services and Good Cloud Offerings infrastructure. Customer, and/or each User, as applicable, is responsible for all costs associated with use of the Good Software, NOC Services, and/or Good Cloud Offerings, including but not limited to all Servers, Third Party Hosted Products, Devices, and Device data plans. As between Good and Customer, Customer and Customer's Users shall also be responsible for maintaining the security of the Servers, Devices, Third Party Products, account information, passwords (including but not limited to administrative and user passwords) and files, and for all uses of the same. A list of current Good-supported Devices is provided at <http://www1.good.com/support/devices-supported.html>. Good shall have no responsibility or liability with respect to Devices that are not on Good's list of supported Devices. As used herein, "Services" shall mean NOC Services, Support and Maintenance, and Professional Services, but shall not include Public Cloud Services, Third Party Hosted Products or any other third party services. For clarity, Good Cloud Offerings are not Software.

F. WITH DATA SERVICE - AUTHORIZED CARRIER DATA PLAN PAYMENT SERVICE. If the Order indicates that Customer is purchasing the Good authorized carrier data plan payment service ("With Data Service") whether provided as a standalone add-on service or included with a Good product or bundle, the following terms and conditions shall apply:

F.1. To use the With Data Service, each User must have an active personal account with a data plan from a Good authorized wireless carrier ("Authorized Carrier"), and must enroll in the With Data Service, which includes the With Data Terms of Service, as set forth in the Documentation and registration information provided by Good. A list of current Authorized Carriers is available at <http://www.good.com/with-data-eligible>. In addition, Customer must provide Good with accurate User email addresses so that Good can provide each User with enrollment information and instructions. If Customer fails to provide Good with accurate User email addresses, or if Users fail to timely or correctly enroll in the With Data Service, Good will be unable to provide the With Data Service to the User(s) not timely or correctly enrolled and will not issue refunds for such User(s) lack of ability to use the With Data Service.

F.2. After notification by Good to Users of successful registration in the With Data Service (each a "Registered User"), Good shall make monthly payments to each Registered User's Authorized Carrier account for each Registered User's consumption of data by Good proprietary and Good-authorized applications ("collectively "Authorized Apps") as detailed at <http://www.good.com/with-data-eligible>, up to the data cap set forth in the Order, at the rate set forth in the applicable Order ("Service Credit"). The Service Credit will appear on Users' monthly bills from their Authorized Carriers or, in cases where Good has a direct relationship with an Authorized Carrier, no Service Credit will appear on the Users' monthly bills because Good will pay the Authorized Carrier directly. The Service Credit applies only to data consumed using Authorized Apps and does not cover voice usage, data roaming, or any other charges (including, for the sake of clarity, data consumption by apps other than the Authorized Apps). Registered Users' mobile usage shall not be blocked, limited, or throttled in any way if monthly usage exceeds the data cap set forth on the Order; however, Good will only provide a Service Credit or direct carrier payment for actual monthly usage up to the data cap set forth in the Order. Notwithstanding the foregoing, as between Good and Users, Users are solely responsible for paying all Authorized Carrier bills.

F.3. Any disputes between individual Users (and not Customer) and Good relating to With Data Service shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules and supplementary procedures for consumer related disputes and shall be conducted by telephone, online, and/or be solely based on written submissions.

- G.** THIRD PARTY PUBLIC CLOUD HOSTED SERVICES. Certain Good products and services may be hosted by third party public cloud hosted services providers and provided as a service, such as Amazon Web Services (AWS) (“Public Cloud Services”). If Customer opts to deploy certain products as Public Cloud Services, or if such offerings are provided to Customer solely as Public Cloud Services, whether provided as a standalone offering or incorporated into a Good bundle, then notwithstanding anything to the contrary, Public Cloud Services are governed solely by the click-through terms and conditions that are presented to the Customer at the time the applicable Public Cloud Services customer account is created, which are also located at <http://media.www1.good.com/documents/AppCentral-SaaS-Agreement.pdf>.
- H.** THIRD PARTY PRODUCTS. Third party products or services (collectively, “Third Party Products”), which include without limitation, Applications (as defined in Section D.2.1(a)), third party products resold by Good (“Resold Products”), Public Cloud Services (defined in Section F), third party hosted applications (“Third Party Hosted Products”, such as Microsoft Office 365) and other third party products and services which may be used Customer in connection with certain Good Software, and Open Source Software (defined below in this Section G), are provided under agreement between the applicable third party provider and Customer (which may be a clickwrap license agreement, online terms and conditions, online terms of services, or signed agreement between Customer and such third party provider). Customer hereby acknowledges and agrees that Third Party Products are not Software or Services. Unless otherwise expressly set forth in an Order, Good shall not provide Support and Maintenance Services or Professional Services for any Third Party Products, even if third party-provided support and maintenance or professional services are resold by Good. Use of Third Party Products may be subject to additional fees and services. Customer hereby acknowledges and agrees that additional system requirements (which may include Third Party Products) and/or license terms and restrictions for certain software or services may be set forth in an applicable Order Form or transaction addendum. Good, on behalf of itself and its Resellers, expressly disclaims any warranties for and any liability arising from the use of any Third Party Products. As used herein, "Open Source Software" means any software or software component, module or package that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software or similar licensing or distribution models, including, without limitation, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (a) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL); (b) the Artistic License (e.g., PERL); (c) the Mozilla Public License; (d) the Netscape Public License; (e) the BSD License; and (f) the Apache License.
- I.** CONVERSION LICENSE. If the Order indicates that Customer is purchasing a conversion, (a) all CALs previously purchased by Customer (“Existing CALs”), regardless of whether deployed or not, shall be converted (“Converted CALs”) in accordance with this paragraph; (b) the measurement of license right usage of all Existing CALs shall convert from per-Device to per-User Converted CALs; (c) the license term of all Existing CALs perpetual licenses shall convert from perpetual to the limited-in-duration term (as stated on the applicable Order Form) Converted CALs; and (d) all purchases of future CALs shall conform to the terms and conditions related to the license rights and license term of the Converted CALs as described in this paragraph.
- J.** SUPPORT AND MAINTENANCE SERVICES. The Order may specify what level of support the Customer is ordering and, if offered by Good in Good’s sole discretion, whether Customer may purchase the services of a technical account manager (“TAM”) or client engagement manager (“CEM”). Subject to the payment of applicable support fees, Good will support and maintain the Software pursuant to the Good Support and Maintenance Terms found at www.good.com/support/termsandconditions, unless otherwise noted on an Order. For the avoidance of doubt, and except for Software licensed on a

subscription term basis (in which case fees for support may be included in the fees paid for the Software at Good's sole discretion), if Customer does not order at least the minimum level of support offered for such Software and/or Customer is not current on support fee payments, Good has no obligation to provide support, maintenance, correct software defects (subject to the limited warranty below), or provide future versions or upgrades to the Software. The term "Software", as used with respect to the license grant, shall include any upgrades, updates, bug fixes or modified versions provided to Customer by Good directly or indirectly pursuant to the Support and Maintenance Terms. For clarity, Good shall not provide support and maintenance services for Third Party Products, Applications or Test Software.

- K. TRAINING, DEPLOYMENT ASSISTANCE AND OTHER PROFESSIONAL SERVICES.** Good shall provide training and deployment services ("Professional Services") if set forth, and as described, in an applicable Order or Statement of Work. Customer hereby acknowledges and agrees that Good will not perform any custom software development for Customer hereunder. Good will retain all right, title and interest in and to all materials (including any and all intellectual property rights therein) provided under each Statement of Work or Order Form ("Services Materials"), which may include, without limitation, Good's pre-existing technology, software, documentation and any improvements thereto. Unless otherwise set forth in a separate license agreement between the Parties, Customer's rights to use the Services Materials are set forth in the Software license grant set forth in Section D1. Customer shall provide to Good copies of all applicable onsite safety policies and procedures, which be acknowledged by Good in a duly signed writing, prior to the commencement of any onsite Professional Services. Customer will provide to Good's assigned program manager with email confirmation of receipt and acceptance of the services rendered upon completion of the project. All Professional Services shall be deemed to be delivered, and Good not be obligated under to deliver further services, beyond sixty (60) days after the date specified on the Order or Statement of Work. Upon request, Good shall provide a certificate of insurance to Customer. Good warrants that the Professional Services provided hereunder shall be performed in a professional manner and in accordance with generally accepted US engineering practices. Customer must notify Good within one week of the occurrence of any breach of the Professional Services warranty. In the event of a breach by Good of the foregoing Professional Services warranty, Customer's sole and exclusive remedy for that breach is the re-performance of the relevant Professional Services by Good at Good's expense. GOOD HEREBY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES.
- L. LIMITED WARRANTY.** Good warrants that during the Warranty Period the Software will conform to the specifications set forth in the applicable user and administrative documentation provided by Good ("User Documentation"). The "Warranty Period" begins on the date Good initially makes the Software available for electronic download by Customer and ends ninety days later. Customer's sole and exclusive remedy under this limited warranty will be, at Good's option, repair or replacement of the Software or, if repair or replacement is not feasible, refund of the applicable fees paid upon termination of the license for such non-conforming Software. This warranty does not apply if the Software: (a) is licensed for pre-release, evaluation, testing or demonstration purposes; (b) has been altered, except by Good; (c) has not been installed, operated, repaired, or maintained in accordance with the relevant documentation; or (d) has been used in conjunction with Customer or third party software, accessories, products, services or ancillary or peripheral equipment and the problem is the result of such use and not of the Software itself. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, GOOD EXPRESSLY DISCLAIMS ALL WARRANTIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE SOFTWARE, GOOD CLOUD OFFERINGS OR SERVICES OR ANY OTHER ASPECT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. GOOD DOES NOT

WARRANT THAT THE SOFTWARE, GOOD CLOUD OFFERINGS OR SERVICES WILL MEET ALL OF CUSTOMER'S REQUIREMENTS OR THAT THE ACCESSIBILITY OR OPERATION OF THE SOFTWARE GOOD CLOUD OFFERINGS OR SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. DESPITE ANY OTHER PROVISION OF THIS AGREEMENT, GOOD MAKES NO WARRANTY WITH RESPECT TO BANDWIDTH OR ANY THIRD PARTY PRODUCTS OR THIRD PARTY HARDWARE, APPLICATIONS, SOFTWARE, AND SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SOFTWARE, GOOD CLOUD OFFERINGS AND ALL RELATED SERVICES ARE PROVIDED "AS IS". FOR CLARITY, GOOD PROVIDES NO WARRANTY ON TEST SOFTWARE, BETA TESTING OR EVALUATION OF GOOD CLOUD OFFERINGS OR THIRD PARTY PRODUCTS AND APPLICATIONS.

M. LIMITATION OF LIABILITY. SUBJECT TO (C) BELOW: (A) GOOD, ITS RESELLERS AND ITS SUPPLIERS EXCLUDE AND DISCLAIM ANY LIABILITY TO CUSTOMER AND ANY USER FOR (i) ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND (ii) LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT), LOSS OF INCOME, DATA, REVENUE, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA, OR COST OF SUBSTITUTE SOFTWARE OR SERVICES, OR OTHER ECONOMIC LOSS, WHETHER OR NOT CUSTOMER OR GOOD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE; (B) GOOD'S, ITS RESELLERS' AND ITS SUPPLIERS' AGGREGATE LIABILITY TO CUSTOMER AND ANY USER IN CONNECTION WITH THIS AGREEMENT OR CUSTOMER'S ACCESS TO AND USE OF THE GOOD SOFTWARE, GOOD CLOUD OFFERINGS AND SERVICES WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO GOOD IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM OR ACTION AROSE; (C) NEITHER GOOD, ITS RESELLERS NOR ITS SUPPLIERS EXCLUDE OR LIMIT THEIR LIABILITY IN RESPECT OF BODILY INJURY OR WRONGFUL DEATH ARISING FROM THEIR NEGLIGENCE, FRAUDULENT MISREPRESENTATION OR SUCH OTHER MISCONDUCT THAT CANNOT BE EXCLUDED BY APPLICABLE LAW. DESPITE ANY OTHER PROVISION OF THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW GOOD, ITS RESELLERS AND ITS SUPPLIERS SHALL HAVE NO LIABILITY DURING ANY EVALUATION, DEMONSTRATION, PRE-RELEASE OR TESTING PERIOD, OR WITH RESPECT TO BANDWIDTH DELIVERY, OR THIRD PARTY PRODUCTS, THIRD PARTY HARDWARE, OR SOFTWARE AND SERVICES NOT PROVIDED BY GOOD. TO THE MAXIMUM EXTENT PERMITTED BY LAW, GOOD, ON BEHALF OF ITSELF, ITS RESELLERS AND ITS SUPPLIERS, DISCLAIMS ANY AND ALL LIABILITY FOR EVENTS OR DAMAGES OF ANY NATURE OR KIND RESULTING FROM MISUSE OF THE SOFTWARE OR SERVICES. NO RESELLER CAN ENLARGE GOOD'S OBLIGATIONS UNDER THIS AGREEMENT NOR RESTRICT THESE LIMITATIONS OF LIABILITY. IT IS AGREED BETWEEN THE PARTIES THAT THE FOREGOING LIMITATIONS ARE REASONABLE IN LIGHT OF THE COST OF ALTERNATIVES. FOR CLARITY, NEITHER GOOD NOR ITS RESELLERS SHALL BE LIABLE FOR ANY CLAIMS ARISING FROM USE OF TEST SOFTWARE, TESTING OR EVALUATION OF GOOD CLOUD OFFERINGS, APPLICATIONS OR THIRD PARTY PRODUCTS.

N. INDEMNIFICATION.

N.1. Claims. Good shall defend Customer against any claim, and any lawsuit to the extent based thereon, that is brought by a third party against Customer alleging that the Software infringes a patent, trade secret, copyright or other intellectual property right ("Infringement Claim"), so long as Good is notified in writing by Customer as soon as reasonably practicable as to any such claim and Good is given sole authority and control of the defense of such claim. Customer shall provide reasonable information, cooperation and assistance in defending the Infringement Claim. For third party software or services supplied hereunder, Good's obligations shall be limited to any indemnities or defense commitments provided by such third party supplier. In addition to Good's obligation to defend, and subject to the same conditions, Good shall pay all damages finally awarded against Customer by a court of competent

jurisdiction to the extent based upon such Infringement Claim. If the Software is subject to an Infringement Claim or, if in Good's judgment, likely to become subject to an Infringement Claim, Good's obligations under this Section shall be fulfilled if at any time Good, in its sole discretion: (i) obtains the right or license for Customer to continue to use the Software purchased from Good; (ii) replaces or modifies the Software so as to be non-infringing and substantially functionally equivalent; or (iii) refunds the unearned portion (using a 24 month amortization period for perpetual licenses) of the purchase price paid to Good by Customer for such Software, at which time such licenses shall terminate. Good shall have no liability to Customer for any alleged or actual infringement, or otherwise, arising out of or in connection with Customer's ordering, use or transfer of Software after Good's notice to Customer that Customer shall cease use or transfer of such Software to avoid further infringement.

N.2. Exclusions. Good shall have no liability to Customer under this agreement for any alleged or actual infringement arising out of (a) use of Software in connection or in combination with (i) Applications, or (ii) equipment, devices, services or software not provided by Good; (b) use of Software in a manner for which it was not designed; (c) any modification of Software by anyone other than Good; (d) compliance with Customer's designs, specifications, guidelines or instructions; or (e) where Customer or its Users continue allegedly infringing activity after being notified thereof or after being informed of alternatives or modifications that would have avoided the alleged infringement. Good shall not be responsible for any compromise or settlement made by Customer without Good's prior written consent.

N.3. Disclaimer. THIS SECTION PROVIDES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND GOOD'S ENTIRE LIABILITY IN THE EVENT OF AN INFRINGEMENT CLAIM. CUSTOMER HAS NO RIGHT TO RECOVER AND GOOD HAS NO OBLIGATION TO PROVIDE ANY OTHER OR FURTHER REMEDIES, WHETHER UNDER ANOTHER PROVISION OF THIS AGREEMENT OR ANY OTHER LEGAL THEORY OR PRINCIPLE, IN CONNECTION WITH AN INFRINGEMENT CLAIM. IN NO EVENT SHALL GOOD BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, COLLATERAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS OF CUSTOMER IN CONNECTION WITH ANY CLAIMS, LOSSES, DAMAGES OR INJURIES UNDER THIS SECTION.

- O. **CONFIDENTIALITY**. Each Party agrees that all inventions, processes, materials, software, know-how and ideas and all other business, technical and financial information they obtain from the other Party are the confidential property of the disclosing Party ("Confidential Information" of the disclosing Party). A Party shall not be obligated under this section with respect to information that such Party can demonstrate (a) is or has become publicly available without restriction through no fault of the receiving Party or its employees or agents; or (b) is received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information; or (c) was rightfully in the possession of the receiving Party without restriction prior to its disclosure by the other Party; or (d) was independently developed by employees or consultants of the receiving Party without access or reference to such Confidential Information. Each Party will: (i) not use the other Party's Confidential Information for any purpose other than exercising its rights and performing its obligations under this Agreement; (ii) not disclose the other Party's Confidential Information to any third party, other than its employees, agents or contractors that need to know it for bona fide purposes and are legally bound to comply with the obligations set forth herein; and (iii) take all reasonable steps (but no less than the steps it takes to protect its own Confidential Information of like importance) to ensure that the other Party's Confidential Information is not knowingly used or disclosed in breach of this Agreement. Notwithstanding anything contained herein to the contrary, either Party may disclose the other Party's Confidential Information to the extent required by applicable law or governmental agency. Neither Party will disclose the terms and conditions of this Agreement except as required by law or to such Party's advisors, accountants, attorneys, suppliers and existing or prospective investors and acquirers that need to know such information, and are subject to a binding obligation to maintain the confidentiality of such information.

P. CONSENTS. To the extent required under applicable law Customer consents, and shall obtain the consent of its Users, to the processing and transmission of data as set forth in the Documentation both within and outside the USA to the extent necessary for Good to perform its obligations hereunder. By submitting any personally identifiable information to Good or its designees pursuant to this license or in connection with the use of the Software, Customer consents to the collection, processing, transmission and disclosure of such information and related data by Good within its group of companies, service providers and authorized Resellers pursuant to this Agreement both within and outside the USA to the extent necessary for Good to perform its obligations and in accordance with Good's privacy policy as modified from time to time and viewable at www.good.com/privacy. Customer will at all times comply with all applicable data protection laws in using the Software and will use commercially reasonable efforts to obtain the consent of all Users to collect and so use such personally identifiable information with the Software when required. Good can elect to provide Users with appropriate self-help and best usage tips for the Software and Good Platform by email, unless Customer or the Users direct Good not to do so.

EUROPEAN UNION. For Customers in the European Union, to the extent, if any, that Good is a "data processor" in relation to "personal data" used by it in connection with this Agreement (as "data processor" and "personal data" are defined in Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data (or applicable national legislation implementing that Directive), which also, for the purposes of this clause, defines "processing" and "data controller"): (a) Good will only process such personal data for the purposes necessary for performing its obligations hereunder and in accordance with any written instructions given by Customer from time to time; (b) Good will take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and accidental loss or destruction of, or damage to, the personal data.

Q. EXPORT, RESTRICTED RIGHTS. The Good Software and technical data/documentation, may be subject to U.S. export control laws, and may be further subject to export or import regulations in other countries. Customer agrees to comply with all such regulations and acknowledges that it has the responsibility to obtain licenses to import and re-export Software outside the USA. The Good Software and documentation may not be downloaded, distributed, or otherwise exported or re-exported (i) into, or to a national or resident of, any country to which the U.S. at any time has embargoed goods or trade restrictions; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons, Denied Entities, and Unverified List. The Software and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (i) only as Commercial Items and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

R. INTELLECTUAL PROPERTY. The Good NOC and Software are protected by copyright laws, international copyright, patents, trade secrets and other intellectual property rights. As between Customer and Good, Good shall retain all right, title, interest, ownership and intellectual property rights in and to the Software. The License confers no title or ownership in the Software and is not a sale of any rights in the Software. The License does not grant Customer any right to any enhancement or update to the

Software. Good reserves any and all rights not expressly granted to you. In addition, the Software may incorporate third party intellectual property. For specifics, please email legal-all@good.com.

S. TERM AND TERMINATION.

S.1. Term. The term of this Agreement will commence on the date you first use the Software, and continue until applicable Orders expire, unless either Party terminates this Agreement or all applicable Orders earlier pursuant to this Section.

S.2. Termination for Cause. Either Party may terminate this Agreement or specific Order upon written notice if the other Party: (i) materially breaches and fails to correct the breach within thirty days following written notice specifying the breach; or (ii) an Insolvency Event occurs, or (iii) in the event that performance under this Agreement is prohibited or impracticable under applicable law. Customer acknowledges and agrees that, upon termination, Customer's rights to access the Software and Services shall be revoked. Furthermore, Good may suspend a User's access to the Software and Services after notice to Customer and, at Good's discretion, reasonable efforts to notify the User, if Good reasonably determines that the User has breached the Acceptable Use Policy. Customer further acknowledges and agrees that, Customer's use of any Good Cloud Offerings is subject to Customer timely payment of term-based subscription or SaaS fees.

For the purposes of this Agreement, an Insolvency Event shall mean in relation to any person any of the following: (a) a court finds the person bankrupt or insolvent, or approves as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the person under any applicable law, or appoints an administrator, receiver, liquidator, trustee (or similar official) of the person or of any substantial part of its property or other assets, or orders the winding up or liquidation of its affairs or any petition is filed seeking any of the foregoing and is not dismissed within seven (7) days; (b) the person itself institutes proceedings to be adjudicated bankrupt or insolvent, or consents to the institution of bankruptcy or insolvency proceedings against it, or files a petition or answer or consent seeking reorganization or relief under any applicable law, or consents to the filing of any such petition or to the appointment of a receiver, liquidator, trustee (or other similar official) of the person or of any substantial part of its property, or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due; (c) any distress, execution or other process being levied or enforced (and not being discharged within seven (7) days) on the whole or a material part of the assets of that person; (d) that person ceasing to carry on business or being deemed to be unable to pay its debts; or (e) the happening in relation to that person of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets.

S.3. Effect of Termination. Upon termination of this Agreement (i) Customer and its Users will cease all use of and access to the Software and Services as soon as possible; and (ii) each Party will return and make no further use of the other Party's Confidential Information and any materials belonging to the other Party. The rights and obligations of the Parties contained in all Sections of this Agreement will survive any expiration or termination of this Agreement EXCEPT Sections D, E, and I.

T. GENERAL.

T.1. Assignment. Each Party may assign this Agreement to a successor in interest with prior written notice, in the event of a merger, acquisition or sale of substantially all assets, but neither may otherwise assign this Agreement, in whole or in part, without the other's written consent, which will not be unreasonably withheld, and any attempted assignment in breach of this provision will be void. To be

clear, Good may have some or all of its obligations performed by its chosen suppliers subcontractors for whose performance Good will remain responsible, without notice to Customer.

T.2. Notice. Any notices provided for in this Agreement shall be given in writing and transmitted by personal delivery of prepaid first-class U.S. mail or by facsimile, addressed as follows: if to Good, Attention: Legal Department, 430 N. Mary Ave., Suite 200, Sunnyvale, California, 94085, USA; if to Customer, at the address of record stated on any Order ("Customer Address").

T.3. Governing Law and Language. UNLESS OTHERWISE AGREED IN WRITING BY GOOD, THIS AGREEMENT SHALL BE GOVERNED, INTERPRETED, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, USA (EXCLUDING ITS CHOICE OF LAW PROVISIONS, THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS AND THE UNIFORM COMPUTER INFORMATION TRANSACTION ACT AND ANY ADAPTATION OF THIS ACT) ANY DISPUTE RELATED TO IT WILL BE RESOLVED IN ANY COURT WITH JURISDICTION LOCATED IN SANTA CLARA COUNTY, CALIFORNIA USA.

For Customers that have installed the server Software on servers located outside the United States, (a) this Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of England, (b) such Customer hereby consents to the personal jurisdiction of the courts of London, England, and (c) all disputes, controversies or claims relating to, arising out of or connected with this Agreement or the breach or invalidity thereof, including a dispute as to the validity or existence of this Agreement, shall be settled by final and binding arbitration in accordance with the UNCITRAL Arbitration Rules, with (i) the London Court of International Arbitration as the appointing authority, (ii) one arbitrator, (iii) arbitration taking place in London, England, and (iv) English as the language used in the arbitral proceedings.

For all Customers, Good can elect equitable relief to specifically enforce provisions of this license or to enjoin specific violations given the likely inadequacy of damages. The prevailing Party in any legal action related to this Agreement is entitled to recover its reasonable attorneys' and experts' charges. This Agreement and each Order is written and will be construed in standard American English, even if translated into other languages or used in places relying on other languages. The parties recognize that this Agreement is intended for use in multiple jurisdictions. Any ambiguities will be clarified in an equitable manner without regard to authorship and minor errors and misspelling will be corrected to give maximal effect to obvious intent. If any of the above provisions are held to be in violation of applicable law, void, or unenforceable in any court of competent and appropriate jurisdiction, then such provisions are herewith waived to the extent necessary for this Agreement to be otherwise enforceable in such jurisdiction.

T.4. International Agreement. The parties recognize that this Agreement is intended for use in multiple jurisdictions. Any ambiguities will be clarified in an equitable manner without regard to authorship and minor errors and misspelling will be corrected to give maximal effect to obvious intent.

T.5. Resellers. When Customer utilizes a Reseller, (i) Customer will separately document its financial terms with the Reseller, e.g., price and payment terms; (ii) the Reseller will contract with Good through use of the Order for resale and Good will look to the Reseller for payment; and (iii) all other terms (e.g., usage, support, etc.) will be governed by this Agreement, if Good accepts the Order.

T.6. Miscellaneous. Nothing in this Agreement is intended to create a partnership, franchise, joint venture or agent/principal relationship between the parties. This Agreement constitutes the complete and exclusive agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings. There are no intended third party beneficiaries of this

Agreement, and, if the laws of England are applicable, no term of this Agreement is enforceable pursuant to the Contract (Rights of Third Parties) Act 1999 by any person who is not a party to it. If any of the provisions of this Agreement are held to be in violation of applicable law, void, or unenforceable in any court of competent and appropriate jurisdiction, then such provisions are herewith waived to the extent necessary for this Agreement to be otherwise enforceable in such jurisdiction. This Agreement is the complete agreement of Good and Customer with respect to the Software and related services and its provisions may only be waived or modified in writing signed by a representative of each Party with authority to bind. Except for payment of sums due under this Agreement, neither Party shall be deemed to be in default of any provisions of this Agreement or for any failure in performance, resulting from acts or events beyond the reasonable control of such Party.

Agreed and Accepted:

Good Technology Corporation

("Customer")

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____