

**Carahsoft Rider to Manufacturer End User License Agreements
(for U.S. Government End Users)**

1. **Scope.** This Carahsoft Rider and the Good Technology Corporation (F/K/A Visto Corporation) ('Manufacturer') End User License Agreement (EULA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").
2. **Applicability.** The terms and conditions in the Manufacturer EULA set forth at www.good.com/legal are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's EULA are inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's contract #GS-35F-0119Y, including, but not limited to the following:
 - (a) **Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", "defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2G ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.
 - (b) **Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 2000) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable delays. (JUN 2010) regarding which the GSAR and the FAR provisions shall take precedence.
 - (c) **Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
 - (d) **Audit.** During the term of this Agreement: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this Agreement. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to

verify Ordering Activity's compliance with this Agreement.

- (e) **Termination.** Clauses in the Manufacturer EULA referencing termination or cancellation the Manufacturer's EULA are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

Carahsoft may request cancellation or termination of the License Agreement on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section Q below or if such remedy is otherwise ordered by a United States Federal Court.

- (f) **Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Manufacturer EULA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) **Force Majeure.** Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer EULA referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.
- (h) **Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer EULA are hereby deemed to be deleted.
- (i) **Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the Manufacturer EULA are hereby deemed to be deleted.
- (j) **Customer Indemnities.** All Manufacturer EULA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All Manufacturer EULA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) **Renewals.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) **Future Fees or Penalties.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.

- (n) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.
- (o) **Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer EULA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) **Dispute Resolution and Venue.** Any disputes relating to the Manufacturer EULA and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Carahsoft, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
- (r) **Limitation of Liability: Subject to the following:**
- Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.
- (s) **Advertisements and Endorsements.** Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.
- (t) **Public Access to Information.** Manufacturer agrees that the EULA and this Rider contain no confidential or proprietary information and acknowledges the EULA and this Rider will be available to the public.
- (u) **Confidentiality.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.

Good Server License and Services Agreement

IMPORTANT: By proceeding you are agreeing to be bound by all of the terms and conditions of this agreement.

GOOD TECHNOLOGY (TOGETHER WITH ITS PARENT, VISTO CORPORATION, AND ITS OTHER AFFILIATES, "GOOD") AGREES TO LICENSE CERTAIN OF ITS SOFTWARE 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 SERVER 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 LICENSE; OR YOUR INSTALLATION OR USE OF THE SOFTWARE. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS, DO NOT COPY, INSTALL OR USE THE SOFTWARE.

THIS AGREEMENT MAY ONLY BE SUPERSEDED BY A SEPARATE, SIGNED WRITTEN AGREEMENT WITH GOOD THAT EXPRESSLY PURPORTS TO SUPERSEDE THIS AGREEMENT (A "SUPERSEDING AGREEMENT").

- A. ORDERS.** Use of this software and the services hosted by Good 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 Form") submitted by or on behalf of Customer to the applicable Good entity stated on the Order Form with which the billing and contractual relationship is established. In order to be effective, each Order Form shall be accompanied by one of the following payment methods reflecting the purchases delineated in the Order Form: (A) a check for immediately available funds, (B) a signed purchase order from Customer (a "Purchase Order") or (C) 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 Reseller shall be responsible for submitting Order Forms and the appropriate payment method therewith. An effective Order Form reflects an offer to form a contract which is accepted by Good only upon Customer's receipt of an order confirmation number (an "Order Confirmation").
- B. CONTROLLING DOCUMENTS; ORDER OF PRIORITY.** To the greatest extent possible, all documentation 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 among documentation, the controlling document(s) shall be determined in this order of priority:
- o First, all Order Forms shall control, with conflict among Order Forms to be determined in favor of the most recent in time.
 - o Next in order shall be any Superseding Agreement, if applicable.
 - o Next in order shall be this Agreement, including documents and links incorporated by reference, such as the Acceptable Use Policy and the Support and Maintenance Terms.
 - o Finally, any additional documentation or signed agreements between the Parties not qualifying as a Superseding Agreement.
 - o All of the above shall be collectively referred to as the "Governing Documents".

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 Form. The applicable currency will be stated on the Order Form; otherwise it 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 Services upon acceptance of the Order Form, after delivery of the Software. Subject to Customer's express agreement, 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 its services and use of its software 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 Order Forms, 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 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. **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 review such report and inspect related records 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 interfere with Customer's business. The parties will use reasonable good faith efforts to promptly resolve any discrepancies.

D. INFRASTRUCTURE NEEDED TO USE THE GOOD PLATFORM. The "Good Platform" refers to the combination of Good software and hosting services provided by Good enabling secure access to Customer data to Customer's mobile workforce (each a "User"). Various configurations and modules of the Good Platform are possible -- please refer to Customer's Order Forms to determine which one(s) is/are applicable under this Agreement. In order to enjoy the benefits of the Good Platform, Customer and/or each User, as applicable, is required to procure (i) all telecommunication and computing equipment and facilities (and associated third party software), including physical servers necessary to run the applicable Good Platform server software behind Customer's firewall ("Servers") and Good-supported mobile wireless handsets for Users ("Handsets"); and (ii) a wireless data plan associated with each Handset, typically procured from a wireless operator (with each such plan referred to as a "Line"). Customer and each User, as applicable, shall also be responsible for maintaining the security of the Servers and Handsets, account information, passwords (including but not limited to administrative and user passwords) and files, and for all uses of the same with or without such Party's knowledge or consent. Good makes no representation or warranty and shall have no responsibility whatsoever with respect to use or attempted use with the Good Platform of any mobile device that is not a Good-supported Handset.

E. LIMITED LICENSE GRANT. Subject to the Governing Documents and payment of all applicable fees, Customer is granted a non-exclusive and non-transferable license ("License") to install and use the applicable components of the software as stated on the Order Form(s) intended for enterprises and end users, in machine-readable form, together with accompanying documentation (including all copies thereof, the "Software") solely in connection with authorized access to and use of the Good Platform. The License does not cover functionality and modules of the Good Platform that are excluded on the Order Form(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 is further restricted to the number and kind of Lines and/or Handsets, if and as set forth in the Order Form, and subject to support and maintenance terms and fees. A Line shall be restricted to use on a single Handset at any given time. In some cases, a single Handset may require more than one Line if network switching is made on the Handset (such as, for example, switching from 3G to WiFi). If the Order Form is non-restrictive, Lines and/or Handsets may be transferred from one User to another, so long as the previous User discontinues his/her use. The term of the License and each Line shall be as specified on the Order Form. Term licenses (if applicable) and support and maintenance services will be renewed on these same conditions upon invoicing by Good or a Reseller and Customer's timely payment.

F. TRIAL LICENSE. Good may provide Customer with a free testing arrangement ("Trial") of the Good Platform, whether written, verbal or implied. If Customer has been granted a server license key prior to placing an Order for licenses, in the absence of a written arrangement defining the scope of a Trial, a 30-day Trial shall be assumed. Notwithstanding any terms and conditions described in this Agreement to the contrary, any Trial shall be subject to the following:

- The Trial license(s) shall be of limited duration and shall expire automatically upon completion of the Trial
- The Trial shall terminate immediately without notice from Good if Customer fails to comply with any provision of this Agreement
- The Customer may terminate the Trial earlier at any time by destroying and/or returning to Good all copies of the Software
- Upon any expiration or termination of the Trial, the Customer must return and/or destroy all copies of the Software
- Good shall be permitted to terminate all access to the Good Platform without notice to Customer upon any expiration or termination of the Trial.

G. LICENSE RESTRICTIONS AND CUSTOMER OBLIGATIONS.

G.1. **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 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; or (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

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governing Customer. Customer shall be solely responsible for the compliance of each of its employees, contractors and agents with the terms and conditions hereof and with all applicable laws. CUSTOMER AGREES THAT THE GOOD SOFTWARE AND SERVICES MUST NOT BE RELIED UPON FOR THE TRANSMISSION OF DATA RELATING TO EMERGENCY, MISSION CRITICAL OR LIFE THREATENING SITUATIONS OR FOR USE REQUIRING FAILSAFE PERFORMANCE AND OR WHERE FAILURE COULD LEAD TO DEATH, PERSONAL INJURY, OR ENVIRONMENTAL DAMAGE. THE GOOD PLATFORM IS NOT USABLE WITHOUT BANDWIDTH AND HANDSETS, AND GOOD IS NOT RESPONSIBLE FOR PROVIDING HANDSETS NOR BANDWIDTH NOR ITS QUALITY.

G.2. **Obligations.** Customer will ensure that each of its Users complies with Good's Acceptable Use Policy located at www.good.com/legal. Customer will use the server portion of the Software solely to support its Users and limit access to its qualified information technology personnel. Customer will allow its Users to use the client portion of the Software in accordance with Good's client agreement solely with the number and kind of Handsets approved by Good. 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.

H. **SUPPORT AND MAINTENANCE SERVICES.** The Order Form may specify that Customer is ordering either basic or extended levels of support. Subject to the payment of applicable support fees, Good will support and maintain the Good Platform and the Software pursuant to the Good Support and Maintenance Terms found at www.good.com/support/termsandconditions. For the avoidance of doubt, if Customer does not order at least basic support and/or is not current on support fee payments, Good has no obligation whatsoever to provide support, maintenance, correct software defects (subject to the Limited Warranty below), or provide future versions or upgrades to the Good Platform or any component of Software. To the extent provided to Customer pursuant to the Support and Maintenance Terms, the term "Software" used herein shall include, after the date of delivery by Good, any upgrades, updates, bug fixes or modified versions, related documentation and backup copies of the Software licensed or provided to Customer by Good directly or indirectly pursuant to the Support and Maintenance Terms.

I. **LIMITED WARRANTY.** Good warrants that during the Warranty Period the Software will conform to the specifications set forth in Good's relevant documentation. The "**Warranty Period**" begins on the date Good 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. This warranty does not apply if the Software: (a) is licensed for beta, 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. DESPITE ANY OTHER PROVISION OF THIS AGREEMENT, GOOD MAKES NO WARRANTY WITH RESPECT TO BANDWIDTH OR ANY THIRD PARTY HARDWARE, SOFTWARE AND SERVICES. GOOD DOES NOT WARRANT THAT THE SOFTWARE IS ERROR FREE OR THAT CUSTOMER WILL BE ABLE TO OPERATE THE SOFTWARE WITHOUT INTERRUPTION. EXCEPT AS EXPRESSLY GRANTED IN THIS AGREEMENT, THE SOFTWARE AND ALL RELATED SERVICES ARE PROVIDED "AS IS". TO THE EXTENT PERMITTED BY LAW, GOOD EXCLUDES ALL TERMS, CONDITIONS AND WARRANTIES IMPLIED INTO THIS LICENSE BY LAW, STATUTE, COURSE OF DEALING, USAGE OR TRADE PRACTICE OR OTHERWISE. SPECIFICALLY, AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, DESIGN, MERCHANTABILITY, SATISFACTORY QUALITY AND NONINFRINGEMENT ARE EXPRESSLY DISCLAIMED. TO THE EXTENT AN IMPLIED TERM, CONDITION OR WARRANTY CANNOT BE EXCLUDED OR DISCLAIMED, THEN IT IS LIMITED IN DURATION TO THE WARRANTY PERIOD.

J. **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 PLATFORM 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, BETA OR TESTING PERIOD, OR WITH RESPECT TO BANDWIDTH DELIVERY OR THIRD PARTY HARDWARE, 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. 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.

K. INDEMNIFICATION.

K.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 (including any bug fixes or upgrades delivered under a Support Agreement) by Good to Customer under this Agreement, 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 will endeavor to supply all requested information and assistance for resolving or defending the Infringement Claim. For third party software 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 a Infringement Claim, Good's obligations under this Section shall be fulfilled if at any time Good, in its sole discretion, shall: (i) obtain a license for Customer to continue to use the Software purchased from Good; (ii) replace or modify the Software so as to be substantially functionally equivalent but non-infringing; or (iii) refund the unearned portion (using a 24 month amortization period) of the purchase price paid to Good by Customer for such Software. 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.

K.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 equipment, devices 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 Licensee continues allegedly infringing activity after being notified thereof or after being informed of 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.

K.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.

L. 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 readily 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 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.

M. PRIVACY. 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

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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.

N. EXPORT, RESTRICTED RIGHTS. The Good Platform, including the Software and technical data/documentation, may be subject to U.S. export control laws, including the U.S. Export Administration Act and related regulations the Export Administration Regulations promulgated by the U.S. Department of Commerce and codified at 15 C.F.R. §§ 730-774, the regulations pertaining to sanctions programs and Specially Designated Nationals and Blocked Persons administered by the U.S. Department of the Treasury, 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, Cuba, Iran, North Korea, Sudan, Syria or 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.

O. INTELLECTUAL PROPERTY. The Good Platform and the Software is 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. As of October 31, 2009, some of Good's US Patents protecting the Good Platform are: 7,373,517; 7,363,349; 7,287,271; 7,284,045; 7,228,383; 7,225,231; 7,039,679; 6,766,454; 6,708,221; 6,324,542; 6,233,341; 6,151,606; 6,131,116; 6,131,096; 6,085,192; 6,023,708; 5,968,131; 5,961,590; 5,857,201. Additional foreign patents are issued and additional patent applications are pending. In addition, the Good Platform and Software may be licensed to patents and intellectual property of third parties. For specifics, please see www.good.com/legal. The source code for portions of the Software may be available under a public license (the "Public License Files"). The Software documentation describes how Customer may obtain the Public License Files. Any terms offered in this Agreement that apply to the Public License Files are offered solely by Good and not by the licensors of the Public License Files, and this Agreement is not intended to alter these licensors' rights.

P. TERM AND TERMINATION.

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

P.2. Termination for Cause. Either Party may terminate this Agreement or specific Order Form 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) becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation, insolvency, or where a receiver, administrative receiver or similar officer, is appointed for it or over any part of its undertaking or assets or if it shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect or if it enters into any voluntary arrangement with its creditors or shall become subject to an administration order. 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.

P.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 Good Platform 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, G and H.

Q. GENERAL.

Q.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.

Q.2. Notice. Any notices provided for in this Agreement shall be given in writing and transmitted by personal delivery or prepaid first-class U.S. mail or by facsimile, addressed as follows: if to Good, Attention: Legal Department, 101 Redwood

Shores Parkway, Suite 400, Redwood City, California, 94065, USA; if to Customer, at the address of record stated on any Order Form (“**Customer Address**”).

Q.3. Governing Law and Language. UNLESS OTHERWISE AGREED IN WRITING BY GOOD, THIS AGREEMENT AND THE GOVERNING DOCUMENTS SHALL BE GOVERNED, INTERPRETED, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, 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 NEW YORK, NY USA. 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 Form is written and will be construed in standard American English, even if translated into other languages or used in places relying on other languages. *C’est la volonté expresse des parties que la présente convention ainsi que les documents qui s’y rattachent soient rédigés en anglais américain.* 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.

Q.4. 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 Form 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 Form.

Q.5. 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 and Wales 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. The Governing Documents are the complete agreement of Good and Customer with respect to the Good Platform, 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.