

MOBILE REACH END USER LICENSE, SUPPORT, AND PROFESSIONAL SERVICES AGREEMENT

THIS IS A LEGAL AGREEMENT (“AGREEMENT”) BETWEEN SPECTRUM MOBILE, INC. (“SPECTRUM MOBILE”) AND YOU, THE INDIVIDUAL PERSON ACCEPTING THIS AGREEMENT OR THE COMPANY OR OTHER ORGANIZATION ON WHOSE BEHALF YOU ACCEPT THIS AGREEMENT (“LICENSEE” OR “YOU”), (TOGETHER SPECTRUM MOBILE AND LICENSEE ARE THE “PARTIES”). PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU ARE A COMPANY OR OTHER ORGANIZATION, THEN THE INDIVIDUAL PERSON WHO ACCEPTS THIS AGREEMENT ON YOUR BEHALF MUST HAVE (AND SUCH PERSON HEREBY REPRESENTS TO SPECTRUM MOBILE THAT HE OR SHE DOES HAVE) THE AUTHORITY TO BIND YOU TO THIS AGREEMENT. OTHERWISE, YOU MAY NOT ACCESS OR USE THE SOFTWARE. THE ACCOMPANYING SOFTWARE APPLICATIONS AND OTHER MATERIALS (“SOFTWARE”) ARE LICENSED BY SPECTRUM MOBILE TO LICENSEE FOR USE AND THE SOFTWARE MAINTENANCE AND SUPPORT SERVICES ARE PROVIDED BY SPECTRUM MOBILE ONLY ACCORDING TO THE TERMS SET FORTH HEREIN.

SPECTRUM MOBILE IS ONLY WILLING TO PROVIDE THE SOFTWARE AND/OR PROFESSIONAL SERVICES TO YOU ON THE CONDITION THAT LICENSEE ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT.

1 Scope.

This Agreement covers i) Software licensing for Spectrum Mobile’s Mobile Reach Platform, including the Mobile Reach Gateway, any Splitware integration plug-ins, any Mobile Reach Mobile (iOS, Android, Windows Mobile, Blackberry, or any other mobile platform) Client, the Mobile Reach AppStudio, or any other Mobile Reach component (individually or together referred to as “The Software”); ii) Maintenance and Support Services for The Software (referred to as “Support”); iii) Consulting, Implementation, or Configuration Services for The Software (referred to as “Services”).

2 Grant of License for The Software.

Subject to the terms and conditions set forth herein, Spectrum Mobile grants to Licensee a nonexclusive, nontransferable license to use The Software and accompanying documentation during the applicable Term, for Licensee’s internal use to the extent that a license fee has been paid by Licensee in accordance with a “Customer Purchase Order” (a purchase order from Licensee either directly or via an authorized Reseller for The Software that has been accepted by Spectrum Mobile) for each server and each mobile device on which The Software is used, installed or displayed at any time. Licensee may use The Software on additional servers and mobile devices subject to the payment of applicable license fees. All of The Software is provided electronically. Licensee shall be solely responsible for installation of The Software.

The Software uses a License Key, which makes the licensed capabilities of The Software functional. The Software is bound to a specific computer by the License Key. The Software becomes disabled when the License Key expires. The Licensee is entitled to all rights under this Agreement prior to license expiration.

For evaluation of The Software, Spectrum Mobile may choose to provide Licensee with a “Temporary License Key” (a License Key that has a short-term expiration date).

2.1 Perpetual License

Upon valid purchase of a “Perpetual License” (a license that does not expire except as provided herein) for The Software, Spectrum Mobile shall immediately provide Licensee with a Temporary License Key that expires on or slightly after the agreed-upon payment date. This Temporary License Key activates all of the capabilities purchased by the Licensee. Issuance of a “Permanent License Key” (a License Key that does not expire) is pursuant to the receipt of full payment for the Perpetual License purchase made by Licensee.

If the Licensee needs to change the computer to which the Permanent License Key is bound, the license change procedure may require use of the Temporary License Key policy described above. When Licensee replaces a Permanent License Key, Licensee must discard and no longer use the old Permanent License Key. Spectrum Mobile will supply Licensee with two (2) replacement License Key per year free of charge. Additional replacement License Keys may be subject to a usage investigation carried out by Spectrum Mobile and/or result in an administrative fee.

2.2 Subscription License

Upon valid purchase of a “Subscription License” (a license that has a specific term, as defined in the Accepted Customer Purchase Order) for The Software, Spectrum Mobile shall provide Licensee with a Temporary License Key that expires at the end of the Subscription term. Spectrum Mobile reserves the right to provide Licensee with a Temporary License Key that has a short-term expiration date until Spectrum Mobile has received full payment for the Subscription License.

Licensee may convert its initial Subscription License to a Perpetual License at any time during the initial term. To do this, Licensee will be required to pay the current Perpetual License and Support fees, but will receive full credit for any unused/remaining portion of the previously paid Subscription License.

If the Licensee needs to change the computer to which the Subscription License Key is bound, the license change procedure may require use of the Temporary License Key policy described above. When Licensee replaces a Subscription License Key, Licensee must discard and no longer use the old Subscription License Key.

2.3 Test License

If Licensee acquires a "Test License" (a limited user license for Licensee's development, test, and/or Quality Assurance ("QA") environments) according to an Accepted Customer Purchase Order, Licensee is entitled to a Temporary License Key for the test system with a one (1) year expiration date. The Test License may only be used for development, test, and/or QA purposes and is renewable subject to the payment of applicable license and/or maintenance fees.

2.4 Failover License

If Licensee acquires a "Failover License" (a full user license to support Licensee's failover or disaster recovery environments) according to an Accepted Customer Purchase Order, Licensee is entitled to a Temporary License Key for the failover system with a 1-year expiration date. The Failover License (Perpetual or Subscription) may only be used if and when Licensee's production system is unavailable. The Failover License is renewable subject to the payment of applicable license and/or maintenance fees.

3 Transfers and Other Restrictions.

Licensee may not: (a) assign, sublicense, sell, rent, lease, lend, time share, contract host (as an application service provider, service bureau, virtualization, or other remote access), or transfer The Software to a third party without the express prior written consent of Spectrum Mobile, (b) merge or otherwise integrate The Software with external components or other software; (c) reverse engineer, decompile or disassemble The Software or otherwise attempt to derive the source code; (d) remove, alter, or obscure any confidentiality or proprietary notices including any copyright or trademark notices; or (e) reproduce or copy The Software except that one copy of The Software may be made for archival or backup purposes as long as it contains all the original proprietary notices within The Software. Licensee agrees that The Software is the confidential and proprietary property of Spectrum Mobile and is protected by United States Copyright Laws and international treaty provisions. All rights in and to The Software not expressly granted to Licensee in this Agreement are reserved by Licensee. There are no implied licenses under this Agreement.

4 Government Licensee.

If Licensee is acquiring The Software on behalf of any unit or agency of the United States Government, the following applies: The United States Government acknowledges Spectrum Mobile's representation that The Software was developed at private expense and no part thereof is in the public domain. The Software is Commercial Computer Software provided with RESTRICTED RIGHTS under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Spectrum Mobile, Inc., 2474 Walnut Street, #216, Cary, North Carolina 27518.

5 Export Law Assurances.

Licensee acknowledges and agrees that The Software is subject to restrictions and controls imposed by the United States Export Administration Act (Act) and the regulations thereunder. Licensee agrees and certifies that neither The Software nor any direct product thereof is being or will be acquired, shipped, transferred or re-exported, directly or indirectly, into any country prohibited by the Act and the regulation thereunder, or will be used for any purpose prohibited by the same.

6 Disclaimer of Warranty; Limitation of Liability.

6.1 The Software IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, RESOLUTS, EFFORTS OR QUIET ENJOYMENT. THERE IS NO WARRANTY THAT The Software IS ERROR-FREE OR WILL FUNCTION WITHOUT INTERRUPTION. LICENSEE ASSUMES THE ENTIRE RISK ARISING OUT OF THE PERFORMANCE OR USE OF THE SOFTWARE. TO THE EXTENT SPECTRUM MOBILE MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

EXCEPT TO THE EXTENT THAT DISCLAIMER OF LIABILITY IS PROHIBITED UNDER APPLICABLE LAW, IN NO EVENT WILL SPECTRUM MOBILE, OR ANY OF ITS RESPECTIVE AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS BE LIABLE TO LICENSEE FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH LICENSEE'S USE, OR INABILITY TO USE, The Software, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES ARISING FROM LOSS OF REVENUE, USE, DATA, OR PROFITS, INJURY TO REPUTATION OR GOODWILL, OR THE COST OF SUBSTITUTE GOODS OR SERVICES) WHETHER SUCH DAMAGES ARISE UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, AND EVEN IF SUCH DAMAGES ARE FORESEEABLE. IF, UNDER APPLICABLE LAW, LIABILITY FOR DIRECT DAMAGES CANNOT BE EXCLUDED NOTWITHSTANDING THE FOREGOING, THEN THE TOTAL CUMULATIVE LIABILITY OF SPECTRUM MOBILE (OR ANY OTHER PERSON) IN CONNECTION WITH THIS AGREEMENT AND The Software, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE GREATER OF US \$5.00 OR THE AMOUNT OF SUBSCRIPTION FEES (IF ANY) THAT LICENSEE PAID TO SPECTRUM MOBILE FOR USE OF The Software GIVING RISE TO LIABILITY. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMIT. LICENSEE

ACKNOWLEDGES THAT THE SUBSCRIPTION FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT SPECTRUM MOBILE WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SPECTRUM MOBILE WILL NOT HAVE ANY LIABILITY TO LICENSEE, WHETHER IN CONTRACT, IN TORT OR OTHERWISE UNDER THIS AGREEMENT OR IN RELATION TO The Software. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN THIS SECTION WILL APPLY EVEN IF AN EXCLUSIVE REMEDY UNDER THIS AGREEMENT HAS FAILED OF ITS ESSENTIAL PURPOSE.

7 Indemnification.

Spectrum Mobile agrees to defend, indemnify and hold Licensee harmless from and against any and all claims, liabilities, actions, judgments, costs, and expenses and reasonable attorneys' fees (collectively "Claims"), arising out of any third party claim that The Software infringes or violates any third party's copyright,. In the event that the Software or any portion thereof, is held, or in Spectrum Mobile's reasonable opinion is likely to be held, to constitute infringement, Spectrum Mobile may within a reasonable time, at its option, either: (i) secure for Licensee, at Spectrum Mobile's sole expense, the right to continue the use of such infringing Software with the scope of such use being at least equivalent to the scope of use contemplated by this Agreement; or (ii) replace, at Spectrum Mobile's sole expense, such Software with a functionally equivalent non-infringing Software or modify such Software so that it becomes non-infringing. In the event Spectrum Mobile is, in Spectrum Mobile's reasonable discretion, unable to either procure the right to continued use of the allegedly infringing Software or replace the allegedly infringing Software as provided in clauses (i) and (ii) of the immediately preceding sentence, the allegedly infringing item shall be returned to Spectrum Mobile, and Spectrum Mobile shall refund the license fees (less a pro rata amount based on a 5-year amortization schedule) paid by Licensee for The Software.

8 Software Maintenance and Support Services.

Software Maintenance and Support Services ("Support") shall be provided by Spectrum Mobile to Licensee during Licensee's Maintenance Period. Support outside of Licensee's Maintenance Period can be requested by Licensee and will be charged to Licensee at the standard Spectrum Mobile time and materials rates in force at the time of the request unless these costs are otherwise included in the installation of the Software.

8.1 Maintenance Period

8.1.1 The Maintenance Period for Subscription Licenses is defined as the Term of Licensee's valid paid Subscription License. Subscription Renewals will extend Licensee's use of and support for the Software for one year, unless otherwise agreed to via an accepted Purchase Order.

8.1.2 The Maintenance Period for Perpetual Licenses is defined as Licensee's most recently paid Period of Performance for Support. Maintenance Renewals will extend Licensee's

Maintenance Period for one year, unless otherwise agreed to via an accepted Purchase Order.

8.2 Maintenance and Support Obligations of Spectrum Mobile.

During the Maintenance Period, Spectrum Mobile will perform the following Support Services for Licensee:

8.2.1 Spectrum Mobile will use reasonable efforts to remedy defects (programming errors attributable to Spectrum Mobile) in The Software that significantly affect the functionality of the Software as used by the Licensee. Such services will be provided subject to Licensee's fulfilling obligations described in Section 7.3.

8.2.2 Spectrum Mobile will provide reasonable telephone support for problems, discrepancies or errors that, in the judgment of Spectrum Mobile, may most effectively be resolved through such support subject to exceptions and conditions described in this Agreement.

8.2.3 Without additional charge to Licensee, Spectrum Mobile will supply Licensee updates, improvements and modifications to The Software that Spectrum Mobile generally makes available to its customers and other licensees without charge.

8.3 Obligations of Licensee.

Licensee shall take the following actions to assist Spectrum Mobile in the fulfillment of its maintenance and support obligations.

8.3.1 Prior to seeking assistance from Spectrum Mobile, Licensee will perform problem definition activities and any remedial or corrective actions described in The Software user manuals and other system documentation provided to Licensee by Spectrum Mobile.

8.3.2 If directed to do so by Spectrum Mobile and before any problem reported by the Licensee is addressed, Licensee will install and implement updates, improvements and modifications to The Software that Spectrum Mobile has provided to Licensee as described in Section 7.2.3. Spectrum Mobile will ensure that no such updates, improvements or modifications will disrupt the operations of the Licensee and any resolution of issues caused by such changes will be resolved by Spectrum Mobile with no cost to Licensee.

8.3.3 Licensee will provide Spectrum Mobile with sufficient documentation, information, assistance, support and test time on Licensee's computer system to duplicate the problem, certify that the problem is with the Software, and certify that the problem has been corrected.

8.4 Other Services.

At Licensee's request, Spectrum Mobile may provide technical, operational or other assistance or consulting to Licensee in addition to the services covered by this Agreement. Such services will be charged to the Licensee at the standard Spectrum Mobile time and materials rates in force at the time of the request and shall be bound by section 9 of this Agreement.

8.5 Excluded Services and Software.

8.5.1 Spectrum Mobile shall not be responsible for maintaining Licensee- or third party-modified portions of The Software or portions of The Software affected by such modifications. Corrections for difficulties or defects traceable to Licensee's or a third party's errors or system changes may be billed to Licensee at a rate to be determined at the time the services are requested (usually the standard Spectrum Mobile time and materials rates in force at the time of the request).

8.5.2 Spectrum Mobile shall not be responsible for Support relating to: (a) any hardware or peripheral devices; (b) recreation or reentry of data lost for any reason whatsoever; (c) performance of the generalized duties of a network administrator; or (d) performance of the generalized duties of a software developer engaged to create miscellaneous software applications at Licensee's discretion.

8.5.3 Under the terms of this Agreement, even if the service request is about a problem related to a Spectrum Mobile product, Spectrum Mobile reserves the right to charge Licensee for services provided to Licensee if the service request does not come from a "Designated Contact" (an individual specifically authorized to deal with Spectrum Mobile about service requests on behalf of the Licensee), unless previously approved by Spectrum Mobile.

Under the terms of this Agreement, if a service request is presented to Spectrum Mobile and it is the opinion of the Spectrum Mobile technical staff (and agreed to by Licensee) that the problem is not caused by The Software, the following terms apply: (a) Spectrum Mobile may bill Licensee for any and all services performed to debug and identify the problem at the standard Spectrum Mobile time and materials rates in force at the time of the request; and (b) Spectrum Mobile may bill Licensee for such services even if Spectrum Mobile is unable to solve the problem, provided that Spectrum Mobile can present reasonable evidence that the problem is not caused by The Software.

If Licensee believes that the requested service is covered by this Agreement, the Spectrum Mobile sales representative who manages Licensee's account will mediate the issue.

8.6 Response Times.

Spectrum Mobile provides two tiers of Support related to The Software.

8.6.1 Standard Tier Support

If Licensee has purchased Standard Subscription Licenses or a Standard Maintenance and Support contract for Perpetual Licenses, Licensee is entitled to the following coverage from Spectrum Mobile:

8.6.1.1 For covered support items, Spectrum Mobile's technical support staff shall provide Licensee with "hotline" telephone and email consultation during the hours of 9:00 a.m. through 5:00 p.m. US Eastern Time, Monday through Friday, except holidays recognized by the United States Federal Government. Such consultation shall include technical advice concerning the use and operation of The Software, including clarification of functions and features of The Software, and

clarification of documentation, as well as error verification, analysis, corrections and work-arounds.

8.6.1.2 Spectrum Mobile shall use all reasonable efforts to provide Support in accordance with the response times listed in Appendix A.

8.6.2 Premium Tier Support

If Licensee has purchased Premium Subscription Licenses or a Premium Maintenance and Support contract for Perpetual Licenses, Licensee is entitled to the following coverage from Spectrum Mobile:

8.6.2.1 For covered support items, Spectrum Mobile's technical support staff shall provide Licensee with "hotline" telephone and email consultation twenty-four (24) hours per day, seven (7) days per week. Such consultation shall include technical advice concerning the use and operation of The Software, including clarification of functions and features of The Software, and clarification of documentation, as well as error verification, analysis, corrections and work-arounds.

8.6.2.2 Spectrum Mobile shall use all reasonable efforts to provide the Support in accordance with the response times listed in Appendix B.

8.6.3 Licensee may upgrade from Standard to Premium support services or downgrade from Premium to Standard support services at Licensee's Subscription License renewal date or Licensee's Maintenance renewal date.

8.7 Maintenance Releases and Upgrades.

Provided that Licensee has paid the applicable Subscription License fees or applicable Support fees for Perpetual Licenses, Licensee will be entitled to receive any Maintenance Releases and/or Upgrades made generally available during the Maintenance Period for The Software. Any Upgrades released during the Maintenance Period shall be made available for electronic download by Licensee. Spectrum Mobile shall provide Licensee with instructions regarding registration for such electronic downloads. When a Maintenance Release or Upgrade is available for download, Licensee will receive an electronic communication from Spectrum Mobile indicating such availability. Use of each Upgrade is subject to the terms of this Agreement. Installation of each Upgrade is the responsibility of Licensee. Any updates/upgrades which will cause an outage will require five (5) business days advance written notice and approval by Licensee and will be performed during the maintenance window as designated by Licensee

8.8 Renewing Maintenance and Support Services

8.8.1 Support for Subscription Licenses are automatically renewed along with Licensee's Subscription License renewal.

8.8.2 Support for Perpetual Licenses may be renewed for a minimum twelve (12) month period beginning with the currently scheduled Anniversary Date at the request of the Licensee, provided the Licensee prepays all fees applicable and maintains valid Software Licenses.

8.9 Termination of Maintenance and Support Services

8.9.1 Licensee may cancel Support at any time by providing written notice to Spectrum Mobile.

8.9.2 Spectrum Mobile may cancel Support by notifying Licensee of the cancellation at least one hundred eighty (180) days prior to the date of cancellation. Upon cancellation, Spectrum Mobile will provide Licensee with a pro-rated refund of any unused portion of Licensee's contract.

8.9.3 Support for Subscription Licenses shall end when the associated Subscription Licenses have expired. Unless renewed according to this Agreement, Support for Perpetual Licenses shall end at the earlier of: (a) the completion of the current Maintenance Period; (b) the date a notice of cancellation by Licensee is received by Spectrum Mobile; (c) the date a license is terminated for any reason; or (d) the date designated in a notice of termination from Spectrum Mobile to the Licensee.

9 Professional Services related to the Software

The Terms and Conditions within this section 9 become effective upon receipt of applicable Service Fees by Spectrum Mobile for consulting, implementation and/or configuration services ("Services") to be provided to Licensee.

9.1 Services.

9.1.1 Licensee may request Spectrum Mobile to perform certain services pursuant to Statement(s) of Work ("SOW"), which will expressly incorporate the terms and conditions of this Agreement and be signed by each party. Each SOW will specify:

9.1.1.1 Spectrum Mobile's specific obligations, including all deliverables, improvements, and works of authorship that Spectrum Mobile shall perform, develop or provide in the course of performing the Services; and

9.1.1.2 The performance schedule relating to such Services; and

9.1.1.3 The applicable fees, discounts and payment terms for the Services; and

9.1.1.4 Any other pertinent terms and conditions.

9.1.2 Neither Licensee nor Spectrum Mobile will be obligated to enter into any SOW. In the event of a conflict between the provisions of this Agreement and the specific provisions set forth in a SOW, the provisions of the SOW shall control for that engagement only.

9.1.3 Spectrum Mobile agrees to use its commercially reasonable efforts to perform the Services in accordance with the terms and conditions of this Agreement. Spectrum Mobile shall determine the specific means and methods of performing these Services. Delays shall be reported immediately to Licensee in writing.

9.1.4 Licensee may request changes that affect the scope or duration of the Services relating to any SOW, including changes in the specifications and changes in any Work Product, as defined herein, to be delivered. If Licensee requests such a change, then Spectrum Mobile promptly shall notify Customer if it believes that an adjustment in the fees to be paid to Spectrum Mobile with respect to the applicable SOW, or an adjustment to the applicable performance or delivery schedule, is required. Licensee also may request a change in the schedule without

changing the scope of the Services relating to the applicable SOW. In either case, the parties shall negotiate in good faith a reasonable and equitable adjustment in the applicable fees, schedule and specifications. Spectrum Mobile shall continue work pursuant to the existing SOW, unless requested otherwise by Licensee, and shall not be bound by any change requested by Licensee, until such change has been agreed upon in writing by the parties.

9.2 Payment.

Unless otherwise provided for in this Agreement, payment terms and conditions for the Services shall be as set forth in the applicable SOW.

9.3 Term/Termination of Services arrangement.

9.3.1 The term (the "Term") for each SOW shall be as set forth in the SOW.

9.3.2 Either party may terminate the Services arrangement, without cause, upon thirty (30) days' written notice to the other party.

9.3.3 In the event that the Services arrangement is terminated, and the Services under one (1) or more SOW(s) are in progress, the SOW shall continue in accordance with its terms unless otherwise required by Licensee.

9.3.4 In the event of an early termination of a Services arrangement, Licensee shall compensate Spectrum Mobile for the Services provided on or before the effective date of the termination and shall compensate Spectrum Mobile for all approved disbursements and out-of-pocket expenses reasonably incurred by Spectrum Mobile in connection with this Agreement.

9.3.5 Upon termination or expiration of a Services arrangement or any SOW, or at any prior time upon the request of Licensee, Spectrum Mobile will promptly deliver to Licensee, all memoranda, notes, records, drawings, manuals, disks, documents, media, equipment, Confidential Information, papers or other information, obtained by Spectrum Mobile from Licensee, including all copies thereof or, upon Licensee's written instruction, destroy all such tangible information and certify in writing to such destruction.

9.4 Ownership.

9.4.1 Licensee shall be free to use the mobile applications and derivatives produced by Spectrum Mobile under the terms of this Agreement in any manner and for any purpose, so long as it does not conflict with this Agreement or terms and conditions contained in any related SOW(s).

9.4.2 Spectrum Mobile shall retain ownership of mobile applications, algorithms, routines, and utilities ("Consultant's Code") that Spectrum Mobile provides to Licensee during the course of any Services engagement related to the Software. Licensee shall be free to use Consultant's Code and derivatives in any manner and for any purpose, so long as Licensee does so without disclosure of any confidential information of Spectrum Mobile and so long as it does not conflict with this

Agreement or terms and conditions contained in any related SOW(s).

9.4.3 Spectrum Mobile shall be free to use and employ its general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any Services engagement associated with this Agreement, so long as it acquires and applies such information without disclosure of any confidential information of Licensee.

9.5 Insurance.

Spectrum Mobile agrees to keep in full force and effect at all times during the term of this Agreement, a comprehensive liability insurance policy in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Spectrum Mobile shall provide, upon request, a copy of such policy along with the certificate of insurance. In the event coverage afforded under the policy is canceled or materially changed, Spectrum Mobile will notify Licensee as promptly as reasonably possible.

10 Fees.

All fees are due in advance, unless otherwise indicated on the Accepted Customer Purchase Order. If invoices are provided by Spectrum Mobile for Software license fees, for Support fees, for Subscription License fees, or Services fees then all invoices shall be due and payable in full thirty (30) days from the date of such invoices, unless otherwise noted on an Accepted Purchase Order. All invoices past due shall bear interest thereafter until the date of payment at a rate equal to the lesser of (i) the rate of **eighteen percent (18%)** per annum, or (ii) the maximum lawful interest rate applicable. Licensee shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, Federal, state, or otherwise, however designated, which are levied or imposed by reason of the transactions set forth in this Agreement, excluding only taxes based on Spectrum Mobile's income, according to the terms and conditions contained herein. Payment shall be made in United States Dollars.

10.1 Renewals

10.1.1 Spectrum Mobile will invoice Licensee for the next Subscription License renewal period at least sixty (60) days prior to the end of the Subscription term. Spectrum Mobile will invoice Licensee for Maintenance and Support renewal period at least sixty (60) days prior to the end of the current Maintenance Period. Payment must be received by Spectrum Mobile prior to the beginning of a renewal period to maintain continuous Support coverage. Support requested by Licensee during a period of lapsed coverage will be charged to the Licensee at the standard Spectrum Mobile time and materials rates in force at the time of the request, unless the lapsed period is less than sixty (60) days.

10.1.2 Spectrum Mobile may increase Subscription License or Support fees by no more than five percent (5%) per year, and must provide at least thirty (30) days prior written notice to Licensee of such increase. Such increases may apply to subsequent Subscription License Renewals or Support Renewals for Perpetual Licenses.

11 Nondisclosure.

Each Party (the "Disclosing Party") may disclose confidential information ("Confidential Information") to the other Party (the "Receiving Party"). "Confidential Information" shall be that information each Party receives from the other Party which is clearly marked as confidential, or if disclosed orally or in a non-tangible manner, is identified as Confidential Information at the time of such disclosure or in the context is understood to be Confidential Information. Receiving Party shall hold the Disclosing Party's Confidential Information in confidence using the same degree of care to avoid disclosure or unauthorized use as it uses for its own confidential, proprietary and trade secret information, but in no case less than a reasonable degree of care. All Confidential Information shall be used by Receiving Party only in connection with performing its obligations hereunder. If either Party becomes aware of an unauthorized disclosure of the other Party's Confidential Information, it shall immediately notify the other Party and take all reasonable steps to retrieve the affected Confidential Information. The foregoing obligations shall not apply to information that: (i) was in the public domain at the time it was disclosed; (ii) becomes part of the public domain without breach of this Agreement; (iii) is disclosed with Disclosing Party's written approval; (iv) was independently developed by Receiving Party; or (v) is disclosed pursuant to the provisions of applicable law, regulation or court order. If Receiving Party is required by government or court order, to disclose any Confidential Information, Receiving Party shall promptly notify Disclosing Party of such request so Disclosing Party may seek a protective order or waive compliance with this Section.

12 Term; Termination; Remedies; Survival

12.1 Term.

This Agreement shall be effective upon the date when Spectrum Mobile first accepts a Customer Purchase Order from Licensee for Software licenses and/or Services. This Agreement shall continue while Licensee maintains an active license to The Software or an active Services engagement unless earlier terminated as provided herein.

12.2 Termination.

If Licensee fails to pay any amount due hereunder or otherwise commits a breach hereof, and persists in such failure for thirty (30) after receiving written notice thereof from Spectrum Mobile, Spectrum Mobile may cancel this Agreement and The Software license granted hereunder and declare any unpaid amounts owed hereunder immediately due and payable. Cancellation of the license granted hereunder shall be in addition to and not in lieu of any other remedies available to Spectrum Mobile.

12.3 Effect of Termination.

Upon termination of this Agreement, Licensee shall immediately return to Spectrum Mobile all copies of The Software and documentation or certify that all copies have been destroyed.

Any termination of this Agreement is not an exclusive remedy and shall not preclude Spectrum Mobile's pursuit of any remedies to which it is otherwise entitled.

All payment obligations of Licensee and Sections 3, 4, 5, 6, 9, 11, 12 and 13 shall survive termination or expiration of this Agreement.

13 Entire Agreement, Governing Law, Miscellaneous.

13.1 Waivers.

All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.2 Relationship Between the Parties.

The Parties are independent contractors neither Party is the agent, partner, employee, fiduciary or joint venturer of the other Party under this Agreement.

13.3 Assignments.

Licensee may not assign or transfer, by operation of law or otherwise, any of Licensee’s rights under this Agreement (including Licensee’s licenses with respect to The Software) to any third party without Spectrum Mobile’s prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void. Spectrum Mobile may freely assign its rights or delegate its obligations under this Agreement.

13.4 Remedies.

Except as otherwise provided herein, the Parties’ rights and remedies under this Agreement are cumulative. Licensee acknowledges that the Software contains valuable trade secrets and proprietary information of Spectrum Mobile and its suppliers that any actual or threatened breach of this Agreement by Licensee will constitute immediate, irreparable harm for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys’ fees, court costs, and other collection expenses, in addition to any other relief it may receive.

13.5 Merger of Terms.

THE ACCEPTANCE OF ANY CUSTOMER PURCHASE ORDER PLACED BY LICENSEE TO SPECTRUM MOBILE IS EXPRESSLY MADE CONDITIONAL ON LICENSEE’S ASSENT TO THE TERMS SET FORTH HEREIN. LICENSEE AGREES THAT ANY TERMS AND CONDITIONS INCLUDED ON A NON-SPECTRUM MOBILE PURCHASE ORDER OR ANY OTHER LICENSEE DOCUMENTATION, WHICH ARE

INCONSISTENT OR CONFLICT WITH THESE TERMS AND CONDITIONS ARE VOID.

13.6 Severability.

If any term of this Agreement shall be found invalid, the Term shall be modified or omitted to the extent necessary, and the remainder of the Agreement shall continue in full effect.

13.7 Governing Law; Forum for Disputes.

The Parties agree that this Agreement shall be governed and construed by the laws of the state of North Carolina, United States, excluding the United Nations Convention on Contracts for the International Sale of Goods, and that no conflict of laws provision shall be invoked to permit the laws of any other state, country or jurisdiction. All disputes under this Agreement that are not settled by good faith negotiation shall be resolved in a binding arbitration under the commercial rules of the American Arbitration Association by a single arbitrator. The site of the arbitration shall be in Raleigh, North Carolina USA. Any arbitration result may be enforced in any court of competent jurisdiction. Notwithstanding the foregoing, either party may seek injunctive and other equitable relief in a court of competent jurisdiction to enforce the obligations of confidentiality, protection of intellectual property and limits on license rights set forth in this Agreement. Any arbitration will be conducted in English and the English language will control the interpretation and application of this Agreement.

13.8 Publicity.

Spectrum Mobile may publicly announce Licensee, including organization name and logo, as a customer of Spectrum Mobile. This announcement may take the form of a press release, case study, webinar, and other marketing communications. Spectrum Mobile also reserves the right to use screenshots of the application(s) Licensee has designed or deployed, not limited to apps in production. No publicity will be used without prior express consent by Licensee. Nothing contained in this section shall be construed as an obligation by Licensee to disclose any proprietary or confidential information.

13.9 Complete Agreement.

This Combined EULA, Support, and Services Agreement represents the complete agreement between the Parties relative to The Software and Services provided by Spectrum Mobile, unless amended by a writing executed by both Parties.

Appendix A. Standard Response Times & Resolution Targets

Severity	Criteria	Response Time	Resolution Target
Critical	<ul style="list-style-type: none"> Substantial non-functional or inoperative Licensed Program(s) causes a severe impact on Licensee’s business 	4 Business Hours	Spectrum Mobile will use best efforts to work the support issue during and after normal business hours to provide a resolution or workaround.

	<p>operations (e.g. critical business processes are disabled).</p> <ul style="list-style-type: none"> • Continuous or near continuous interruption of service. • No workaround available. 		
High	<ul style="list-style-type: none"> • Important features are unavailable and cause a non-critical impact on business activity or decrease in performance. • Intermittent disruption of service. • No stable workaround available. 	1 Business Day	Spectrum Mobile will use best efforts to work the support issue during normal business hours to provide a resolution or workaround.
Medium	<ul style="list-style-type: none"> • An important feature unavailable but workaround is available. Causes a minor impact on development activity or business operations. 	2 Business Days	Spectrum Mobile will provide initial response during normal business hours. Spectrum Mobile will suggest a workaround if appropriate. If the resolution requires a software fix, the fix will be provided in a subsequent patch or version release.
Low	<ul style="list-style-type: none"> • Little or no impact on development activity or Licensee's business operations. 	2 Business Days	Spectrum Mobile will provide initial response during normal business hours. Spectrum Mobile will suggest a workaround if appropriate. Spectrum Mobile may address the item in a subsequent patch or version release.

Appendix B. Premium Response Times & Resolution Targets

Severity	Criteria	Response Time	Resolution Target
Critical	<ul style="list-style-type: none"> ● Substantial non-functional or inoperative Licensed Program(s) causes a severe impact on Licensee’s business operations (e.g. critical business processes are disabled). ● Continuous or near continuous interruption of service. ● No workaround available. 	4 Hours	Spectrum Mobile will use best efforts to work the support issue to provide a resolution or workaround.
High	<ul style="list-style-type: none"> ● Important features are unavailable and cause a non-critical impact on business activity or decrease in performance. ● Intermittent disruption of service ● No stable workaround available. 	1 Day	Spectrum Mobile will use best efforts to work the support issue to provide a resolution or workaround.
Medium	<ul style="list-style-type: none"> ● An important feature unavailable but workaround is available. Causes a minor impact on development activity or business operations. 	2 Business Days	Spectrum Mobile will provide initial response during normal business hours (8 am to 5 pm M-F, except for US Federal Holidays). Spectrum Mobile will suggest a workaround if appropriate. If the resolution requires a software fix, the fix will be provided in a subsequent patch or version release.
Low	<ul style="list-style-type: none"> ● Little or no impact on development activity or Licensee’s business operations. 	2 Business Days	Spectrum Mobile will provide initial response during normal business hours. Spectrum Mobile will suggest a workaround if appropriate. Spectrum Mobile may address the item in a subsequent patch or version release.