MASTER ORDERING AGREEMENT

This Master Ordering Agreement (including the Product Overview, Subscription Service Guide, and Customer Support Guide attached hereto) ("**Agreement**") is entered into by and between MobiChord, Inc., a Delaware cooperation with its principle place of business at 7440 S. Creek Rd. Suite 401, Sandy, UT 84093, USA ("**MobiChord**") and the customer business entity identified on the Order Form **("Customer")** and is effective as of the date the first Order Form is issued by MobiChord to Customer ("**Effective Date**").

Customer's official name:	**MobiChord, Inc.**
Individual signing:	**Individual signing:**
(print name)	(print name)
Signature:	**Signature:**
Title:	**Title:**
Signing Date:	**Effective Date:**
Customer address for notice:	**MobiChord address for notice:**
	MobiChord, Inc.
	7440 S. Creek Rd. Suite 401
	Sandy, UT 84093 USA
	Attn: General Counsel
	Cc: legal@mobichord.com

1.   DEFINITIONS

1.1   CLAIM. The term "**Claim**" means any third party suit, claim, action, or demand brought against a party.

1.2   CONFIDENTIAL INFORMATION. The term "**Confidential Information**" means: (a) the Subscription Service and its related Documentation (which is Confidential Information of MobiChord); (b) the Customer Data (which is Confidential Information of Customer); (c) the specific terms of this Agreement and any Order Forms issued pursuant to the Agreement; and (d) any other information of a party which, due to the nature of the information, the receiving party would reasonably understand such information to be Confidential Information of the disclosing party. Confidential Information shall not include any information that: (i) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (ii) was rightfully in the receiving party's possession at the time of disclosure without restriction on use or disclosure; (iii) is independently developed by the receiving party without use of the disclosing party's

Confidential Information; or (iv) was or is rightfully obtained by the receiving party from a third party not under a duty of confidentiality and without restriction on use or disclosure.

1.3   CUSTOMER DATA. The term "**Customer Data**" means any electronic data uploaded by Customer and/or Customer's agents, employees, and contractors into the Subscription Service.

1.4   CUSTOMER SUPPORT POLICY. The term "**Customer Support Policy**" means the documenting outlining how MobiChord handles support of the Subscription Service..

1.5   DOCUMENTATION. The term "**Documentation**" means the Product Overview, Subscription Service Guide, and Customer Support Guide, as updated from time to time by MobiChord.

1.6   ORDER FORM. The term "**Order Form**" means a written ordering document for the Subscription Service, exclusive of any pre-printed terms and conditions.

1.7   PRODUCT OVERVIEW. The term "**Product Overview**" means the description of the Subscription Service, as updated from time to time by MobiChord.

1.8   PROFESSIONAL SERVICES. The term "**Professionals Services**" means the professional service offering ordered by Customer under and Order Form.

1.9   SUBSCRIPTION SERVICE GUIDE. The term "**Subscription Guide**" means the document outlining of the types of support services provided by MobiChord, MobiChord's upgrade policy, and availability of the Subscription Service, as updated from time to time by Mobichord.

1.10   SUBSCRIPTION SERVICE. The term "**Subscription Service**" means the MobiChord software as a service (SaaS) offering ordered by Customer under an Order Form.

1.11   SUBSCRIPTION TERM. The term "**Subscription Term**" means the term of authorized use of the Subscription Service and any Professional Services as set forth in an Order Form.

1.12   TAXES. The term "**Taxes**" means collectively any and all sales and use taxes, value-added taxes, good and services taxes, excise, business, service, and similar transactional taxes imposed by any jurisdiction and the interest and penalties thereon related to the purchase of, payment for, access to, and/or use of the Subscription Service.

2.   **GRANT OF USE RIGHTS**

2.1.   SUBSCRIPTION SERVICE. Subject to the terms of this Agreement, MobiChord authorizes Customer to access and use the purchased Subscription Service during the

Subscription Term as set forth in an applicable Order Form in accordance with the Documentation for its own internal business purposes. Customer shall not use or otherwise access the Subscription Service in a manner that exceeds Customer's authorized use as set forth in this Agreement and the applicable Order Form.

2.2   RESTRICTIONS. Customer shall not and shall not permit others to do the following with respect to the Subscription Service: (i) use the Subscription Service with external programs in a manner that intentionally circumvents contractual usage restrictions; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share or otherwise make any of the Subscription Service available for access by third parties, except as otherwise expressly provided in an Order Form; (iii) access the Subscription Service for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Subscription Service; (iv) disassemble, reverse engineer or decompile the Subscription Service; (v) copy, create derivative works based on or otherwise modify the Subscription Service, except as otherwise permitted in this Agreement; (vi) remove or modify a copyright or other proprietary rights notice in the Subscription Service; (vii) use the Subscription Service to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner; or (viii) use the Subscription Service to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or otherwise engage in a malicious act or disrupt its security, integrity or operation.

2.3   USE VERIFICATION. No more than once annually, and upon no less than fifteen (15) days' prior written notice to Customer, MobiChord may verify Customer's compliance with the Agreement. If MobiChord determines that Customer has exceeded its permitted use of the Subscription Service, then MobiChord will notify Customer and within thirty (30) days thereafter Customer shall either: (i) disable any unpermitted use or (ii) purchase additional subscriptions commensurate with Customer's actual use.

3.   ORDERING

3.1   ORDERS AND PAYMENTS. Upon execution by Customer and MobiChord, each Order Form is non-cancellable and non-refundable except as provided in this Agreement. Prices stated in each Order Form are final. Except as expressly set forth in the applicable Order Form, Subscription Service fees are invoiced annually in advance. Each Subscription Term as set forth in the Order Form is a continuous and non-divisible commitment for the full duration of the Subscription Term regardless of the invoice schedule. Customer shall pay each invoice in full within thirty (30) days after the date of invoice. Late payments shall accrue interest at a rate of one and one-half percent (1.5%) per month or the legal maximum interest rate, whichever is lower. If Customer is delinquent in payment of amounts owed hereunder, MobiChord may give notice to Customer of such delinquency and, in such case, Customer shall cure the delinquency within thirty (30) days from the date of MobiChord's written notice. If Customer fails to cure the delinquency, MobiChord may suspend

Customer's use of the Subscription Service or terminate this Agreement for cause in accordance with Section 10 (Term and Termination), in addition to other rights and remedies available.

3.2   TAXES. All payments required by this Agreement are stated exclusive of any and all Taxes. Customer shall be responsible for and bear Taxes associated with its purchase of, payment for, access to or use of the Subscription Service and Professional Services. Taxes shall not be deducted from the payments to MobiChord, except as required by law, in which case Customer shall increase the amount payable as necessary so that after making all required deductions and withholdings, MobiChord receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made. Each party is responsible for and shall bear taxes imposed on its net income. The parties' obligations under this Section shall survive the termination or expiration of this Agreement.

3.3   IN SUBSCRIPTION SERVICE PURCHASES. The Subscription Service includes functionality that enables Customer to purchase services and products from third parties (i.e. mobile carriers). Customer recognizes and agrees that the purchase of any such services and products is the sole and exclusive responsibility of Customer and that MobiChord has no obligation to verify or validate the such purchases prior to those purchases being executed through the Subscription Service.

3.4   CUSTOMER COOPERATION. In order to achieve full utilization of the Subscription Service, Customer recognizes and acknowledges that Customer will need to provide MobiChord with access to certain systems, data, and third party integrations. Customer will cooperate in good faith with MobiChord to ensure that such systems, data, and third party integrations are made available to MobiChord promptly upon entering into this Agreement. Specifically, Customer agrees to use commercially reasonable efforts to provide any required letter of agency to third party carriers such that MobiChord can integrate the Subscription Service with such carriers. If Customer is providing its own instance of the ServiceNow solution for use with the Subscription Service, Customer recognizes and acknowledges that licensing of the ServiceNow solution is the sole and exclusive responsibility of Customer and that MobiChord shall have no responsibility for Customer's compliance with any license agreement related to the licensing of the ServiceNow solution.

4.   INTELLECTUAL PROPERTY

4.1   MOBICHORD OWNERSHIP. As between MobiChord and Customer, all right, title, and interest in and to any and all intellectual property rights in or related to the Subscription Service is hereby owned exclusively by MobiChord.

4.2   CUSTOMER OWNERSHIP. As between MobiChord and Customer, all right, title, and interest in and to any and all Customer Data is hereby owned exclusively by

Customer. Customer hereby grants to MobiChord a royalty-free, fully-paid up, non-exclusive, non-transferable (except as otherwise provided herein), sub-licensable, worldwide right to use Customer Data solely for the purpose of providing the Subscription Service to Customer during the Subscription Term.

4.3   FEEDBACK. MobiChord encourages Customer to provide suggestions, proposals, ideas, recommendations or other feedback regarding improvements to MobiChord's Subscription Service. To the extent Customer provides such feedback, Customer grants to MobiChord a royalty-free, fully-paid up, sub-licensable, transferable, non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import and otherwise exploit feedback (including by incorporation of such feedback into the Subscription Service) without restriction.

5.   WARRANTIES

5.1   SUBSCRIPTION SERVICE WARRANTY. MobiChord warrants that the Subscription Service shall substantially conform to the Product Overview during the Subscription Term. Upon discovering a breach of this warranty, Customer shall promptly notify MobiChord in writing of said breach. Upon receipt of such notice, MobiChord shall use commercially reasonable efforts to repair the Subscription Service. If MobiChord is unable to repair the Subscription Service within a commercially reasonable period, MobiChord may, in MobiChord's sole discretion, terminate Customer's subscription to the Subscription Service and refund to Customer a pro-rata portion of the fees paid for the Subscription Service based on the portion of the then-current Subscription Term remaining. Notwithstanding the foregoing, this warranty shall not apply to any non-conformity due to a modification of or defect in the Subscription Service that is made or caused by any person other than MobiChord or a person acting at MobiChord's direction. THIS SECTION 5.1 SETS FORTH CUSTOMER'S EXCLUSIVE RIGHTS AND REMEDIES AND MOBICHORD'S SOLE LIABILITY IN CONNECTION WITH THIS WARRANTY.

5.2   PROFESSIONAL SERVICES WARRANTY. MobiChord warrants that the Professional Services will be performed in a competent and workmanlike manner in accordance with accepted industry standards and practices. Upon discovering a breach of this warranty, Customer shall promptly notify MobiChord of said breach. Upon receipt of such notice, MobiChord may, in MobiChord's sole discretion, either use commercially reasonable efforts to re-perform the Professional Services in conformance with these warranty requirements or terminate the affected Professional Services and refund to Customer any amounts paid for the nonconforming Professional Services. THIS SECTION 5.2 SETS FORTH CUSTOMER'S EXCLUSIVE RIGHTS AND REMEDIES AND MOBICHORD'S SOLE LIABILITY IN CONNECTION WITH THIS WARRANTY.

5.3   COMPLIANCE WITH LAWS. MobiChord warrants that it shall comply with any statutes and regulations that apply to its provision of the Subscription Service and Professional Services, including but not limited to those applicable to the privacy and

security of personal information, including trans-border data transfers and data breach notification requirements as required of MobiChord by law. Customer warrants that it shall comply with all laws that apply to its use of the Subscription Service and Professional Services including but not limited to those applicable to the collection and processing of Customer Data in MobiChord's systems through the Subscription Service. Customer agrees to provide any required disclosures to and obtain any required consents for the transfer of Customer Data to MobiChord. MobiChord shall not be responsible for compliance with any laws applicable to Customer and its industry that are not generally applicable to information technology service providers.

5.4   EXPORT COMPLIANCE. Each party warrants that it shall comply with United States and foreign export control laws and regulations. Customer acknowledges that the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables are subject to the U.S. Export Administration Regulations (the "**EAR**") and that Customer shall comply with the EAR. Without limiting the foregoing, Customer represents and warrants that: (i) Customer is not located in, and shall not use the Subscription Service and/or , Professional Services from, any country that is subject to U.S. export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan and Syria); (ii) Customer shall not use the Subscription Service and/or Professional Services in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, sounding rockets or unmanned air vehicle systems; and (iii) Customer is not prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. In addition, Customer is responsible for complying with any local laws which may impact Customer's right to import, export or use the Subscription Service and/or Professional Services.

5.5   DISCLAIMER. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, MOBICHORD DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MOBICHORD SPECIFICALLY DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE, PROFESSIONAL SERVICES, OR DOCUMENTATION WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR FREE. CUSTOMER ACKNOWLEDGES THAT IN ENTERING THIS AGREEMENT IT HAS NOT RELIED ON ANY PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH HEREIN.

6.   **CONFIDENTIAL INFORMATION**

6.1   OBLIGATIONS. The recipient of Confidential Information shall: (i) at all times protect it from unauthorized disclosure with the same degree of care that it uses to protect its own confidential information, and in no event using less than reasonable care; and (ii) not

use it except to the extent necessary to exercise rights or fulfill obligations under this Agreement. Each party shall limit the disclosure of the other party's Confidential Information to those of its employees and contractors with a need to access such Confidential Information for a party's exercise of its rights and obligations under this Agreement, provided that all such employees and contractors are subject to binding disclosure and use restrictions at least as protective as those set forth herein. Each party's obligations set forth in this Section 6 shall remain in effect during the term and three (3) years after termination of this Agreement. The receiving party shall, at the disclosing party's request or upon termination of this Agreement, return all originals, copies, reproductions and summaries of Confidential Information and other tangible materials and devices provided to the receiving party as Confidential Information, or at the disclosing party's option, certify destruction of the same.

6.2   REQUIRED DISCLOSURES. A party may disclose the disclosing party's Confidential Information to a court or governmental body pursuant to a valid court order, law, subpoena or regulation, provided that the receiving party: (i) promptly notifies the disclosing party of such requirement as far in advance as possible to the extent advanced notice is lawful; and (ii) provides reasonable assistance to the disclosing party in any lawful efforts by the disclosing party to resist or limit the disclosure of such Confidential Information.

6.3   EQUITABLE REMEDIES. The parties agree that the receiving party's disclosure of Confidential Information except as provided herein may result in irreparable injury for which a remedy in money damages may be inadequate. The parties further agree that in the event of such disclosure or threatened disclosure, the disclosing party may be entitled to seek an injunction to prevent the breach or threatened breach without the necessity of proving irreparable injury or the inadequacy of money damages, in addition to remedies otherwise available to the disclosing party at law or in equity.

7.   DATA SECURITY

7.1   DATA SECURITY. While providing the Subscription Service, MobiChord shall utilize industry standard practices designed to protect Customer Data from unauthorized access, acquisition, use, disclosure, or destruction. MobiChord may periodically review and update its practices to address new and evolving security technologies, changes to industry standard practices, and changing security threats, provided that any such update does not materially reduce the commitments, protections or overall level of service provided to Customer as described herein.

7.2   CERTIFICATIONS AND ATTESTATIONS. MobiChord shall establish and maintain sufficient controls to meet the objectives stated in ISO 27001 and SSAE 16 / SOC 1 and SOC 2 Type 2 (or equivalent standards) (collectively, the "**Standards**") for the information security management system supporting the Subscription Service. At least once per calendar

year, MobiChord shall perform an assessment against such Standards ("**Assessment**"). Upon Customer's written request, which shall be no more than once per calendar year, MobiChord shall provide a summary of the Assessment(s) to Customer. Assessments shall be Confidential Information of MobiChord.

8. INDEMNIFICATION

      8.1   <u>MOBICHORD'S OBLIGATION</u>. Subject to the exclusions set forth below, MobiChord shall indemnify, defend, and hold harmless Customer, its officers, directors and employees against any Claim alleging that the Subscription Service, when used in accordance with this Agreement, infringes any third party patent, copyright or trademark, or misappropriates any third party trade secret. If any portion of the Subscription Service becomes the subject of a Claim, MobiChord may: (i) contest the Claim; (ii) obtain permission from the claimant for Customer's continued use of the Subscription Service; (ii) replace or modify the Subscription Service to avoid infringement, if such replacement or modification has substantially the same capabilities as the Subscription Service; or, if the foregoing (i), (ii), and (ii) are not available on commercially reasonable terms in MobiChord's judgment, then (d) terminate Customer's use of the affected Subscription Service upon sixty (60) days' written notice and pay to Customer a refund of any prepaid subscription fees covering the remaining portion of the applicable Subscription Term for the affected Subscription Service after the date of termination. Notwithstanding the above, MobiChord shall have no obligation or liability for any Claim arising in whole or in part from: (i) any use of the Subscription Service which exceeds the authorized use permitted under this Agreement or not in accordance with the Documentation; (ii) Customer Data; (ii) use of the Subscription Service by Customer in violation of applicable law; (iv) use of the affected Subscription Service after termination in accordance with clause (iv) of this Section; (v) modifications to the Subscription Service made to Customer's specifications or otherwise made by any person other than MobiChord or a person acting at MobiChord's direction if the Claim would have been avoided by use of the unmodified Subscription Service; or (vi) use of the Subscription Service in combination with any hardware, software, application or service that was not provided by MobiChord, if the Claim would have been avoided by the non-combined or independent use of the Subscription Service.

      8.2   <u>CUSTOMER'S OBLIGATION</u>. Customer shall indemnify, defend, and hold harmless MobiChord, its officers, directors and employees against any Claim alleging that Customer Data infringes any patent, copyright or trademark, misappropriates any third party trade secret, or violates any third party privacy rights.

      8.3   <u>PROCESS</u>. All of the foregoing indemnity obligations of MobiChord and Customer are conditioned on the indemnified party notifying the indemnifying party promptly in writing of any actual or threatened Claim, the indemnified party giving the indemnifying party sole control of the defense thereof and any related settlement negotiations, and the indemnified party cooperating and, at the indemnifying party's request and expense, assisting in such defense.

8.4   ENTIRE LIABILITY; EXCLUSIVE REMEDY. THIS SECTION 8 STATES EACH PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR THIRD PARTY CLAIMS AND ACTIONS.

9.   LIMITATIONS OF LIABILITY

9.1   LIMITATIONS OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SUBSCRIPTION SERVICE OR PROFESSIONAL SERVICES PROVIDED HEREUNDER WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE SUBSCRIPTION SERVICE OR PROFESSIONAL SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO: (I) CUSTOMER'S OBLIGATION TO PAY FOR THE SUBSCRIPTION SERVICE, PROFESSIONAL SERVICES, OR TAXES; (II) A PARTY'S OBLIGATIONS IN SECTION 7 (INDEMNIFICATION); AND (II) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9.2   EXCLUSIONS OF DAMAGES. TO THE EXTENT PERMITTED BY LAW, NEITHER MOBICHORD NOR CUSTOMER SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR LOST PROFITS (WHETHER DIRECT OR INDIRECT) OR LOSS OF USE OR DATA, COVER, SUBSTITUTE GOODS OR SERVICES, OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGE TO BUSINESS, REPUTATION OR GOODWILL), OR INDIRECT DAMAGES OF ANY TYPE HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE CAUSE OF ACTION EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES WERE FORESEEABLE. THE FOREGOING EXCLUSIONS SHALL NOT APPLY TO: (I) PAYMENTS TO A THIRD PARTY ARISING FROM A PARTY'S OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION); AND (II) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9.3   GROSS NEGLIGENCE; WILFUL MISCONDUCT. AS PROVIDED BY LAW, NOTHING HEREIN SHALL BE INTENDED TO LIMIT A PARTY'S LIABILITY IN AN ACTION IN TORT (SEPARATE AND DISTINCT FROM A CAUSE OF ACTION FOR BREACH OF THIS AGREEMENT) FOR THE PARTY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

10.   TERM AND TERMINATION

10.1.   TERM AND TERMINATION. This Agreement continues until terminated under the terms of this Agreement. Each party may terminate this Agreement in its entirety either: (i) upon thirty (30) days' prior written notice to the other party, if at the time of notice there are no Order Forms in effect; or (ii) upon written notice if the other party becomes the

subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership or liquidation, in any jurisdiction, that is not dismissed within sixty (60) days of its commencement or an assignment for the benefit of creditors. Either party may terminate a Subscription Service or Professional Services upon written notice if the other party materially breaches this Agreement or the applicable Order Form for the affected service and does not cure the breach within thirty (30) days after receiving written notice thereof from the non-breaching party. Professional Services are separately ordered from the Subscription Service, and are not required for the Subscription Service. A breach by a party of its obligations with respect to Professional Services shall not by itself constitute a breach by that party of its obligations with respect to the Subscription Service even if the services are enumerated in the same Order Form

10.2   EFFECT OF TERMINATION ON SUBSCRIPTION SERVICE. Upon termination of the Subscription Service for any reason, Customer shall stop using, and MobiChord shall stop providing, the Subscription Service and all rights granted to Customer in this Agreement shall terminate. MobiChord shall within thirty (30) days following the effective date of a termination by Customer for MobiChord's breach refund to Customer all prepaid fees received by MobiChord covering the remaining portion of the Subscription Term for the affected Subscription Service after the date of the termination. Within thirty (30) days following the effective date of a termination by MobiChord for Customer's breach, Customer shall pay all remaining amounts (if any) payable under this Agreement for the Subscription Term applicable to the terminated Subscription Service regardless of the due dates specified in the Order Form.

10.3.   SURVIVAL. Sections 2.2 (Restrictions), 3.2 (Taxes), 4.1 (MobiChord Ownership), 4.2 (Customer Ownership), 4.3 (Feedback) and 6 (Confidential Information) through 12 (General Provisions) of this Agreement, together with any other provision required for their construction or enforcement, shall survive termination of this Agreement for any reason.

11.   INSURANCE

MobiChord agrees to maintain in effect during the Subscription Term, at MobiChord's expense, the following minimum insurance coverage:

(i)   (a) Workers' Compensation Insurance, in accordance with applicable statutory, federal, and other legal requirements and (b) Employers' Liability Insurance covering MobiChord's employees in an amount of not less than $1,000,000 for bodily injury by accident, $1,000,000 policy limit for bodily injury by disease, and $1,000,000 each employee for bodily injury by disease;

(ii)   Commercial General Liability Insurance written on an occurrence form and including coverage for bodily injury, property damage, products and completed operations, personal injury, advertising injury arising out of the services and/or products provided by

MobiChord under this Agreement with minimum limits of $2,000,000 per occurrence / $4,000,000 aggregate;

(iii)   Commercial Automobile Liability Insurance providing coverage for hired and non-owned automobiles used in connection with this Agreement in an amount of not less than $2,000,000 per accident combined single limit for bodily injury and property damage;

(iv)   Combined Technology Errors' & Omission Policy with a $1,000,000 per Claim limit, including: (a) Professional Liability Insurance providing coverage for the services and software in this Agreement. Such coverage to be maintained for at least two (2) years after the termination of this Agreement; and (b) Privacy, Security, and Media Liability Insurance providing liability coverage for unauthorized access or disclosure, security breaches or system attacks, as well as infringements of copyright and
trademark that might result from this Agreement.

12.   GENERAL PROVISIONS

12.1   <u>ASSIGNMENT</u>. Neither party may assign its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may, upon notice and without the other party's consent. Any attempted or purported assignment in violation of this Section 10.1 will be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.2   <u>NOTICE</u>. Except as otherwise provided herein, all notices shall be in writing and deemed given upon: (i) personal delivery; (ii) when received by the addressee if sent by a recognized overnight courier (receipt requested); (iii) the second business day after mailing; or (iv) the first business day after sending by email with confirmation of receipt, except that email shall not be sufficient for notices regarding a Claim. Notices shall be sent to the parties as set forth on the signature page of this Agreement or as subsequently updated in writing.

12.3   <u>FORCE MAJEURE</u>. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (excluding Customer's failure to pay undisputed amounts owed when due), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including without limitation: strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), trespassing, sabotage, theft or other criminal acts, failure of energy sources or transport network, acts of God, export bans, sanctions and other government actions, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, explosions, collapse of

building structures, fires, floods, storms, earthquakes, epidemics or similar events, natural disasters or extreme adverse weather conditions

12.4   US GOVERNMENT RIGHTS. All MobiChord software is commercial computer software and all services are commercial items. "Commercial computer software" has the meaning set forth in Federal Acquisition Regulation ("**FAR**") 2.101 for civilian agency purchases and the Department of Defense ("**DOD**") FAR Supplement ("**DFARS**") 252.227-7014(a)(1) for defense agency purchases. If the software is licensed or the services are acquired by or on behalf of a civilian agency, MobiChord provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as required in FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data) and their successors. If the software is licensed or the services are acquired by or on behalf of any agency within the DOD, MobiChord provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as specified in DFARS 227.7202-3 and its successors. Only if this is a DOD prime contract or DOD subcontract, the Government acquires additional rights in technical data as set forth in DFARS 252.227-7015. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS or other clause or provision that addresses Government rights in computer software or technical data.

12.5   HIGH RISK ACTIVITIES. Customer shall use the Subscription Service within the intended business purposes described in the Documentation, and not for any purpose that requires fail-safe performance including, but not limited to, stock trading, financial transaction processing, management of hazardous facilities or applications for which failure could result in death, personal injury, or severe physical or environmental damage ("**High Risk Activity**"). MobiChord, its licensors and suppliers expressly disclaim all warranties of fitness for any such use and Customer shall release and hold MobiChord, its licensors and suppliers harmless from liability arising out of the use of the Subscription Service for High Risk Activity.

12.6   USE OF AGGREGATE DATA. Customer agrees that MobiChord may collect, use and disclose quantitative data derived from the use of the Subscription Service for industry analysis, benchmarking, analytics, marketing, and other business purposes. All data collected, used, and disclosed will be in aggregate form only and will not identify Customer or its users.

12.7   which shall not be unreasonably withheld, MOBICHORD may use the name and/or logo of Customer in a list of customers used in marketing materials until requested to cease this use by Customer. Within forty-five (45) days of the Effective Date MOBICHORD may publish a press release announcing the acquisition of Customer as a customer, provided Customer has an opportunity to review and approve the press releasePUBLICITY. MOBICHORD may use the name and/or logo of Customer in a list of customers used in marketing materials until requested to cease this use by Customer. Within forty-five (45) days of the Effective Date MOBICHORD may publish a press release announcing the

acquisition of Customer as a customer, provided Customer has an opportunity to review and approve the press release.

12.8   ENTIRETY. This Agreement, together with any and all Order Forms, is the final and entire agreement between the parties regarding the Subscription Service and Professional Services provided hereunder and supersedes all prior or contemporaneous oral or written agreements, representations, understandings, undertakings and negotiations with respect to the subject matter hereof. The terms of this Agreement apply to the exclusion of any other terms that Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any purchase order submitted by Customer is for Customer's internal purposes only and its terms and conditions are superseded and replaced by this Agreement, and the purchase order terms and conditions have no force or effect. Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of MobiChord that is not set out in this Agreement. Customer's orders are not contingent on, and Customer has not relied on, the delivery of any future functionality regardless of any verbal or written communication about MobiChord's future plans. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

12.9   WAIVER AND AMENDMENT. A waiver of any right is only effective if it is in writing and only against the party who signed such writing and for the circumstances given. Any modification of this Agreement must be in writing and signed by authorized representatives of both parties.

12.10   RELATIONSHIP OF THE PARTIES. The parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship. Neither party shall have any right or authority to assume or create any obligation of any kind expressed or implied in the name of or on behalf of the other party.

12.11   GOVERNING LAW; VENUE. This Agreement shall be governed by, subject to, and interpreted in accordance with the laws of the state of Utah, United States of America and the parties hereby irrevocably consent to the nonexclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in Salt Lake City, Utah for the purposes of adjudicating any action or proceeding to enforce the terms of this Agreement. To the extent permitted by law, choice of law rules, and the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

12.12   TIME FOR BRINGING THE ACTION. No cause of action arising hereunder or relating hereto may be brought more than one (1) year after it first accrues. The prevailing party in an action to enforce this Agreement shall be entitled to costs of bringing the claim and reasonable attorneys' and experts' fees and expenses. Notwithstanding the foregoing, either party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such party's intellectual property rights.

MobiChord

Attachment A

PRODUCT OVERVIEW

MobiChord Mobile Invoice Processing and Analytics	
Invoice Processing and Analytics Portal	Provides a centralized view of mobile expenses with custom branding, role-based access and configurable views for mobility specialists, cost center managers, delegates and end-users.
Carrier Integration	Allows normalized view and mobile carrier comparison across multiple currencies and import of device inventory.
Invoice Processing	Provides capabilities to import and reconcile electronic mobile carrier data, perform internal cost allocation and interface with finance systems for bill payment.
Mobile Expense Management	Provides dashboards and analytics for mobile expense and usage data with filter and drill-down capabilities.
Reporting	Provides the capability to produce pdf reports from analytics portal.

MobiChord Mobile Asset and BYOD Management	
Asset Portal	Provides a centralized view on telecom assets with custom branding, role-based access and configurable views for mobility specialists, cost center managers, delegates and end-users.
Asset Request Management	Allows to create and maintain a custom device and accessory catalog. Enables requesting equipment, upgrades and replacements with integrated approval workflow.
Order Management	Provides the capability to place orders, assignment of users, upgrade and replace devices.
Mobile Asset Management	Aggregates enterprise mobility management (EMM) information, inventory data and organizational data. Provides capabilities to track device configuration and status along the asset lifecycle.
Enterprise Mobility Management (EMM) Integration	API-integration for EMM solutions like AirWatch VMWare, MobileIron, Microsoft Intune, or IBM MaaS360 including device inventory and status, device enrollment capabilities and self-support actions like passcode reset, find, lock or wipe device.

Mobile Compliance Management	Provides capabilities to manage data quality with reporting on compromised devices, users with multiple devices and devices with inactive users / cost centers
BYOD Management	Provides capabilities to streamline bring-your-own devices enrollment with sign up process for corporate mobility policy and stipend / allowance management.
Incident Management Integration	Provides mobility support agents with information on mobile devices and the ability to perform EMM support action against devices out of ServiceNow.

MobiChord IoT Management	
IoT Portal	Provides a centralized view of IoT expenses with custom branding, role-based access and configurable views for IoT managers.
Invoice Processing	Provides capabilities to import and reconcile IoT provider data, perform internal cost allocation and interface with finance systems for bill payment.
IoT Expense Management	Provides dashboards and analytics for IoT expense and usage data with filter and drill-down capabilities.
Mobile Asset Management	Aggregates enterprise mobility management (EMM) information, inventory data and organizational data. Provides capabilities to track device configuration and status along the asset lifecycle.
Reporting	Provides the capability to produce reports from IoT portal
Inventories	View asset inventories as supplied by providers.

MobiChord Mobile Management	
Mobile Portal	Provides a centralized view of mobility with custom branding, role-based access and configurable views for mobility specialists, cost center managers, delegates and end-users.
Mobile Expense Management	Provides dashboards and analytics for wireless expense and usage data with filter and drill-down capabilities.
Carrier Integration	Allows normalized view and mobile carrier comparison across multiple currencies and import of device inventory.
Mobile Expense	Allows to identify optimization potential with reporting on zero-

Optimization	usage lines, unused plans or features, and roaming.
Invoice Processing	Provides capabilities to import and reconcile mobile carrier data, perform internal cost allocation and interface with finance systems for bill payment.
Invoice Auditing	Provides capabilities to audit invoices using audit rules.
Contract Management	Provides capabilities to input and manage contracts within the mobile portal.
Dispute Management	Provides capabilities to track and manage disputes within the mobile portal.
Mobile Request Management	Allows to create and maintain a custom device, accessory, wireless service and feature catalog. Enables requesting services and equipment, changes to services after approval.
Mobile Order and Change Fulfillment	Provides capabilities to order equipment from carriers, change user information, suspend or resume service, activate, upgrade devices, change plans or features.
Choose Your Own Device	Provides capabilities for employees to choose their device as well as integrations with payment portal for purchases outside of corporate policies.
Mobile Asset Management	Aggregates wireless carrier data, inventory data from enterprise mobility management (EMM) systems and organizational data. Provides capabilities to track device configuration and status along the lifecycle including upgrade eligibility status.
Enterprise Mobility Management (EMM) Integration	API-integration for EMM solutions like AirWatch VMWare, MobileIron, Microsoft Intune, or IBM MaaS360 including device inventory and status, device enrollment capabilities and self-support actions like passcode reset, find, lock or wipe device.
Mobile Compliance Management	Provides capabilities to manage data quality with reporting on lines with inactive users/cost center, unmanaged or compromised devices and users with multiple devices.
BYOD Management	Provides capabilities to streamline bring-your-own devices enrollment with sign up process for corporate mobility policy and stipend/allowance management.
Incident Management Integration	Provides mobility support with actionable asset, wireless service, user, expense and usage information.

MobiChord Fixed-Line Management	
Fixed-line Portal	Provides a centralized view on fixed-line services with custom branding, role-based access and configurable views for fixed-line service specialists, cost center managers, delegates and end-users.
Fixed-line Expense Management	Provides dashboards and analytics for fixed-line service expenses with filter and drill-down capabilities.
Provider Integration	Allows normalized view of fixed-line services across multiple currencies.
Fixed-line Expense Optimization	Allows to identify variations in spend by service on a monthly basis. Usage and inventory-based optimizations are subject to information available from provider.
Fixed-line Invoice Processing	Provides capabilities to import and reconcile fixed-line service invoices, perform internal cost allocation and interface with finance systems for bill payment.
Fixed-line Invoice Auditing	Provides capabilities to audit invoices using audit rules.
Fixed-line Dispute Management	Provides capabilities to track and manage disputes within the portal.
Fixed-line Request Management	Allows to create and maintain a custom fixed-line service catalog. Enables requesting and changing of services including approvals.
Fixed-line Service Plan Management	Provides capabilities to view and manage fixed-line service plan information including assignments to user, cost center and location.

Customer responsibilities:
- Appoint one (1) but no more than two (2) contacts per carrier to engage with MobiChord.
- Provide MobiChord with access to provider/carrier portals and provide access to electronic invoices and raw data files on a monthly basis.
- Authorize MobiChord to work directly with the provider/carrier (Letter of Agency - LOA).
- Provide MobiChord access to provider/carrier account manager for questions.
- Cooperate with MobiChord to enable delivery of services.
- Support MobiChord to get API access to the Provider/Carrier that enables MobiChord to automate manual tasks.

- Provide organizational master data including: users, cost centers, and managers if applicable.
- Perform initial and ongoing data reconciliation where needed.
- Make available appropriate technologies for remote work and provide MobiChord with the required access to customer environment over the internet.
- Supply all information to be imported in a supported format.
- Cooperate with MobiChord to enable delivery of services, including configuration of supported EMM technology.
- Provide EMM API information to MobiChord, including EMM instance URL, API user account Name, API user account Password, REST API Key, API user account Password Question and Password Answer, API user account PIN.
- Audit carrier invoices if desired.
- Dispute handling with carriers if desired.
- Reviews cost and usage data and executes optimizations with the carrier if desired.
- Input and maintain carrier contract information if desired.
- Create and maintain a service catalog with devices, accessories and compatible services and add-ons (required for request fulfillment).
- Furnish approval process for order and change requests.

The following services are not included:
- Workflow customization
- Training
- Integrations of additional systems
- Data conversion from other systems
- Data modifications, cleansing or alteration before, during or after importing data.
- Performance testing, security testing, and integration testing

Attachment B

SUBSCRIPTION SERVICE GUIDE

Capitalized terms not defined herein shall have the meaning set forth in the Agreement between Customer and MobiChord.

1. DEFINITIONS

1.1 <u>AVAILABILITY SLA</u>. The term "**Availability SLA**" means the percentage of total time during which Customer's production instances of the Subscription Service are Available during a calendar month, excluding Excused Downtime.

1.2 <u>AVAILABLE</u>. The term "**Available**" means that the Subscription Service can be accessed by authorized users.

1.3 <u>EXCUSED DOWNTIME</u>. The term "**Excused Downtime**" means: (i) Maintenance Time of up to four (4) hours per month; and (ii) any time the Subscription Service is not Available due to circumstances beyond MobiChord's control, including without limitation modifications of the Subscription Service by any person other than MobiChord or a person acting at MobiChord's direction, a Force Majeure Event, general Internet outages, failure of Customer's infrastructure or connectivity (including without limitation, direct connectivity and virtual private network (VPN) connectivity to the Subscription Service), computer and telecommunications failures and delays, and network Intrusions or denial-of-service or other criminal attacks.

1.4 <u>FEATURE RELEASE</u>. The term "**Feature Release**" means an Upgrade

that includes new features or enhancement. A Feature Release is a Version of the scoped App available in the ServiceNow Store.

1.5 <u>HOT FIX</u>. The term "**Hot Fix**" means a Patch.

1.6 <u>MAINTENANCE TIME</u>. The term "**Maintenance Time**" means the time the Subscription Service is not Available due to service maintenance.

1.7 <u>NON-SUPPORTED RELEASE FAMILIES</u>. The term "**Non-Supported Release Families**" means a Release Family other than Supported Release Families.

1.8 <u>PATCH</u>. The term "**Patch**" means an Upgrade to a Feature Release that maintains the functionality of the Feature Release and does not include new functionality

1.9 <u>RELEASE FAMILY</u>. The term "**Release Family**" means each Feature Release and its associated Patches and Hotfixes .

1.10   SUPPORTED RELEASE FAMILY. The term "**Supported Release Familiy**" means the then current Version of the scoped App and the prior two (2) Versions.

1.11   UPGRADE. The term "**Upgrade**" means MobiChord's releases of the Subscription Service for repairs, enhancements or new features applied by MobiChord to Customer's instances/domain of the Subscription Service at no additional fee during the Subscription Term.

2.   SERVICE ACTIVATION

The Subscription Term shall commence upon full-execution of an Order Form. In order to take advantage of the Subscription Service, however, the Subscription Service will need to integrated with Customer's own systems and various third party services and properly configured based upon these integrations. MobiChord will support these integrations by providing Customer with its standard Activation Service Program offering (see document: Service Activation Program) which shall be scheduled with Customer as soon as is reasonably practical following execution of the initial Order Form between Customer and MobiChord.

3.   ON-GOING SUPPORT

During the Subscription Term, MobiChord or its authorized reseller, as applicable, shall provide support for the Subscription Service as set forth herein.

4   UPGRADES

4.1   NOTICE; MAINTEINANCE DOWNTIME. MobiChord shall use reasonable efforts to give Customer twenty (20) days prior notice of any Upgrade to the Subscription Service. Notwithstanding the foregoing, MobiChord will upgrade the cloud infrastructure network, hardware, or software used by MobiChord to operate and deliver the Subscription Service at its sole discretion to maintain the availability, security or performance of the Subscription Service or the ability of MobiChord to efficiently provide the Subscription Service. MobiChord will use commercially reasonable efforts to limit the period of time during which the Subscription Service is unavailable due to the application of Upgrades to no more than two (2) hours per month.

For Customers who are leveraging their own instance of ServiceNow with the Subscription Service via the scoped App, available in the ServiceNow Store, MobiChord offers support for the then current Release Family and Supported Release Families as set forth in the Customer Support Policy. A Customer using a Supported Release Family may be required to Upgrade to a Patch or Hotfix within the Supported Release Family to correct a defect. At its discretion, MobiChord may offer limited support for Non-Supported Release Families. Without limiting MobiChord's discretion to determine the availability of support for Non-Supported Release Families, a Customer using a Non-Supported Release Family may be required to Upgrade to a Supported Release Family to correct a defect. Any service level agreements, recovery time

objectives or recovery point objectives are not applicable to Non-Supported Release Families. Details of MobiChord support are further set forth in the Customer Support Policy. Customer acknowledges that the current Release Family is the most current feature, availability, performance and security version of the Subscription Service. Within a Supported Release Family, the most recent Patch contains the most current feature, availability, performance and security version of the Subscription Service for that Release Family. A Customer using a non current Release Family may experience defects, for which Customer hereby agrees that MobiChord is not responsible, including without limitation those that affect the features, availability, performance and security of the Subscription Service, that are fixed in the most current version of the Subscription Service.

4.2   NEW FUNCTIONALITY. MobiChord has the discretion to provide new functionality as an Upgrade or as different software or service for a separate fee. MobiChord determines whether and when to develop, release and apply any Upgrade to Customer's instances of the Subscription Service.

5.   SERVICE LEVEL

5.1   SUBSCRIPTION AVAILABILITY. If Customer's production instances of the Subscription Service fall below the Availability SLA of ninety-eight percent (98.0%) during a calendar month, Customer's exclusive remedy for failure of the Subscription Service to meet the Availability SLAs is either: (1) to request that the affected Subscription Term be extended for the number of minutes the Subscription Service was not Available in the month in accordance with the Availability SLA; or (2) to request that MobiChord issue a service credit to Customer for the dollar value of the number of minutes the Subscription Service was not Available in the month in accordance with the Availability SLA (determined at the deemed per minute rate MobiChord charges to Customer for Customer's use of the affected Subscription Service), which Customer may request MobiChord apply to the next invoice for subscription fees.

5.2 TARGET PROCESSING TIMES. If MobiChord's ability to meet the Target Processing Times identified in the table below falls below ninety-five percent (95%) in a single calendar quarter ("Target Processing Time SLA"), Customer's exclusive remedy for MobiChord's failure to meet the Target Processing Time SLAs is to request that a service credit be issued to Customer on Customer's next invoice in an amount equal to five percent (5%) of the Subscription Fee payable during that calendar quarter. The service activation period and the first month of operations after go-live shall be excluded from the Target Processing Time SLA assessment.

Service	Target Processing Times
Upload of electronic invoice and/or inventory data in supported format into the Subscription Service	5 business days
Placing individual MACD change with provider/carrier	1 business day

Placing individual order with provider/carrier	1 business day

Target processing times stated in above table do not apply to mass changes, here defined as >50 provider changes.

5.3.   REQUESTS. Customer must request all service credits or extensions in writing to MobiChord within thirty (30) days of the end of the month in which the SLA was not met, identifying the support requests relating to the period Customer's production instances of the Subscription Service was not Available. The total amount of service credits for any month may not exceed the subscription fee for the affected Subscription Service for the month, and has no cash value. MobiChord may delay issuing service credits until such amounts reach one thousand U.S. dollars ($1,000) or equivalent currency specified in the applicable Order Form.

Attachment C

CUSTOMER SUPPORT GUIDE

This Customer Support Guide governs the support that MobiChord or its authorized reseller, as applicable, will provide for the Subscription Service. This Policy may be updated from time to time.

Scope

The purpose of Customer Support is to resolve defects that cause the Subscription Service to perform not in substantial conformance to the Product Overview. A resolution to a defect may consist of a fix, workaround or other relief MobiChord deems reasonable.
Customer Support does not include:
- implementation services
- configuration services
- integration services
- customization services or other custom software development
- training
- assistance with administrative functions

Customer Support is not required to provide resolutions for immaterial defects or defects due to modifications of the Subscription Service made by any person other than MobiChord or a person acting at MobiChord's direction.

Support Resources

MobiChord is dedicated to providing each customer with numerous opportunities to interact with our team when a technical question or incident may arise. Our support offering provides customers with a designated account manager and a support team, which is available 24 hours a day, 7 days a week, and 365 days a year.

Resources	Availability	Access Options	Expectations
Admin Support Hotline	24x7x365 All Customers	North America: +1 (801) 895-4180 International: +1 (801) 895-4180	● Response times consistent with published response times based upon incident priority – see table below
Support Email	24x7x365	support@mobichord.com	● Escalations consistent with published escalation matrix – see escalation matrix for P1 and P2 Incidents
MobiChord Account Manager	Available: Local	Contact information provided by	● Account Manager dedicated to your

	Business Hours Select Customers	assigned Account Manager	satisfaction with MobiChord solutions and resources ● Ongoing, periodic account reviews
MobiChord Software Updates	All Customers	● Support ● Account Manager	● Access to software updates, hotfixes, and related documentation
MobiChord Services	All Customers	● Account Manager	● With purchase of service offerings

Incident Priority

Incident priority for a defect is determined using the guidelines below:

Priority	Definition
P1	Any defect that causes an instance to be unavailable.
P2	Any defect that causes a critical function to fail.
P3	Any defect that significantly impedes work or progress.
P4	Any defect that does not significantly impede work or progress.

If MobiChord's ability to meet the Target Response Times identified in the table above falls below ninety-five percent (95%) in a single calendar quarter ("Target Response Time SLA"), Customer's exclusive remedy for MobiChord's failure to meet the Target Response Time SLAs is to request that a service credit be issued to Customer on Customer's next invoice in an amount equal to five percent (5%) of the Subscription Fee payable for the Subscription Service during that calendar quarter.

Response Times and Level of Effort

Customer submits an incident with MobiChord via phone or web and with MobiChord's authorized reseller as directed by reseller. All support requests are tracked in our system. Response times do not vary if the incident was filed via phone or web.

MobiChord or its authorized reseller, as applicable, will use reasonable efforts to meet the target response times and target level of effort stated in the table below. Support from the reseller may be limited to business hours only.

Priority	Target Response Times	Target Level of Effort
P1	1 hour	Continuously, 24 hours per day, 7 days per week
P2	4 hours	Continuously, but not necessarily 24 hours per day, 7

		days per week
P3	1 business day	As appropriate during normal business hours
P4	N/A	Varies

Customer Responsibilities

Customer's obligations are as follows:

- Customer agrees to receive from MobiChord or its authorized reseller, as applicable, communications via email, phone or through the MobiChord Portal.
- Customer shall appoint no more than three (3) contacts ("*Customer Authorized Contacts*") to engage Customer Support for questions and/or technical issues.
    - o Only Customer Authorized Contacts are authorized to contact Customer Support.
    - o Customer Authorized Contacts are trained on the use and administration of the Subscription Service.
- Customer shall cooperate to enable ServiceNow to deliver the Subscription Service and support for the service.

Attachment D

CUSTOMER SERVICE GUIDE

This Customer Service Guide governs the services that MobiChord or its subcontractors, as applicable, will provide to augment the Subscription Service. This Policy may be updated from time to time.

Scope

The purpose of the Customer Service Guide is to define Managed Services for onboarded carriers and providers.

Activation of Managed Services

The Managed Service shall commence upon full-execution of an Order Form. In order to take advantage of Managed Services, however, the Managed Service processes will need to be aligned with Customer procedures. MobiChord will support the alignment of processes and implement them as part of the Managed Services. The activation of the Managed Services shall be scheduled with the customer as reasonably practical following the execution of the initial Order Form between the Customer and MobiChord.

1 MobiChord Mobile Operation Services

1.1 Invoice Audit and Dispute Management

Standard Service Overview:

MobiChord will audit carrier invoices monthly based on a set of criteria and will drive the dispute process for identified discrepancies.

Service Includes:

- Verify if the bill and the resources charged belong to the organization
- Verify if the value charged is in line with historical values
- Verify if the minimum committed volume was achieved (if applicable)
- Verify if there is any penalty and interest for late payment being charged
- Verify if the charging period is correct and if there is any additional fee being charged for unsolicited services (installation, subscriptions, etc.)
- Dispute will be created for identified discrepancies
- Discuss disputes with the carrier/ provider
- Track the progress of disputes in the system

1.2 Continuous Cost Optimization

Standard Service Overview:

MobiChord will review Customer's cost and usage data monthly and provide optimization recommendations to reduce provider spend. Customer will review and approve recommendations for implementation. MobiChord will work with the carrier/ provider to implement the changes and track progress. The status of changes will be reported during quarterly business reviews.

Service includes:

- Review of unused lines and unused services
- Review of pool consumption
- Review of overage/excessive charges
- Root cause analysis of usage spikes
- Review compliance within service portfolio
- Review expenses for inactive users and unassigned lines
- Review top spenders/users
- Notification service for end-users and/or managers based on invoice amount threshold
- Tracking of changes in a change log

1.3 Catalog Maintenance

Standard Service Overview:

MobiChord will create and maintain a custom catalog with devices, accessories and compatible services and add-ons to enable procurement services through the Subscription Service.

Service includes:

- Create and maintain on a quarterly basis up to 20 catalog items per carrier/provider based on the customer defined portfolio
- Apply individual changes to catalog items based on Customer request
- Review compatibility of services and add-ons

1.4 Contract Management

Standard Service Overview:

MobiChord performs the input and maintenance of provider contracts into ServiceNow.

Service Includes:

- Input of provider contract master data relevant for invoice processing, audit, dispute and optimizations.
- Maintenance of provider contract information.

1.5 Processing Times, Level of Effort and Customer Responsibilities

Customer submits individual service requests to MobiChord via the Subscription Service for onboarded providers/carriers*. Mass changes (>50 provider changes) or other relevant provider changes will be requested through the MobiChord Success Manager. All service requests are tracked in MobiChord's system. MobiChord or its subcontractor, as applicable, will use reasonable efforts to meet the target processing times stated below. Public holidays in the country of service do not count as business days. The process time starts as soon as MobiChord has all required devices, information, approvals and access to perform the required services.

Service	Target Processing Times
Initiate dispute with carrier/provider after identification	3 business days
Initiate changes with carrier/provider after approval	3 business days
Performing individual catalog / contract changes	3 business days
Processing mass changes (order, MACD, catalog)	10 business days

*onboarding of more than 2 new provider/carrier per month needs written approval by the MobiChord Customer Success Manager

If MobiChord's ability to meet the Target Processing Times identified in the table above falls below ninety-five percent (95%) in a single calendar quarter ("Target Processing Time SLA"), Customer's exclusive remedy for MobiChord's failure to meet the Target Processing Time SLAs is to request that a service credit be issued to Customer on Customer's next invoice in an amount equal to five percent (5%) of the Managed Service Fee payable for the Managed Service during that calendar quarter. The service activation period and the first month of operations after go-live shall be excluded from the Target Processing Time SLA assessment.

Customer Responsibilities

Customer's obligations are as follows:

- Customer shall appoint one (1) but no more than two (2) contacts ("*Customer Authorized Carrier Contact*") per carrier to engage with MobiChord Success Manager for questions, reviews and larger changes.
    - o Customer Authorized Carrier Contacts are authorized to approve carrier catalog portfolio (plans/ features and devices) as well as according policies
    - o Customer Authorized Carrier Contacts are trained in the use of the MobiChord Subscription Service and well educated on the provider/carrier services.

- Customer shall make provider/carrier contracts including amendments available to MobiChord.
- Customer shall provide MobiChord with access to provider/carrier portals in English language and provide access to electronic invoices and raw data files on a monthly basis.
- Customer shall authorize MobiChord to work with the provider/carrier (Letter of Agency - LOA).
- Customer shall provide MobiChord access to provider/carrier account manager.
- Customer shall appoint one contact to define and approve EMM integrations.
- Customer shall cooperate with MobiChord to enable delivery of services and involve MobiChord as soon as possible regarding upcoming changes.
- Customer shall support MobiChord to get API access to the Provider/Carrier that enables MobiChord to automate manual tasks.
- Customer shall provide organizational master data including: users, cost centers, and managers if applicable.
- Customer shall perform initial and ongoing data reconciliation where needed.
- Customer shall make available appropriate technologies for remote work and provide MobiChord with the required access to customer environment over the internet.
- Customer shall supply all information to be imported in a supported format.
- Customer shall furnish approval process for order and change requests.
- Customer shall approve defined set of audit rules and dispute process.
- Customer shall approve or disapprove MobiChord's optimization recommendations within billing cycle.
- Customer shall provide MobiChord with approved portfolio of devices, accessories and compatible services and add-ons. (the scope of service includes 20 catalog items per carrier that are updated on a quarterly basis. Additional catalog items are subject to additional charges.)

2   End-User Help-Desk Services:

Standard Service Overview:

MobiChord will provide Customer-specific help desk support for mobility services via phone call via MobiChord provided Direct Inward Dialing Number (DID), or dedicated email inbox.

Standard Hotline Service Hours:

Help Desk Support hours of operation are from 9:00 till 17:00 US Mountain time excluding public holidays in the country of service incl. December 24th and January 1st.

Service includes:

- English-speaking, help desk professionals available during hours of operation
- Live answer help desk for Order and MACD fulfillment
- Agent to assist end-users for service request types in scope

- Dedicated client manager
- Unique DID for customer dedicated dial in
- Incident management system

Service Request Types in Scope

- Procurement/Order Fulfillment
- Move, add, change and disconnect (MACD) services
- Order status
- Upgrade eligibility
- Billing Inquiries

Customer Responsibilities:

- Customer will provide contact information for MobiChord to hand-off calls not in scope as defined in this document.
- Customer will provide access to enterprise services, platforms and systems required to deliver on request types in scope.
- Customer will be responsible for return of wireless device and postage to the carrier on any Return Merchandize Authorization.
- Customer will be responsible for escalations from MobiChord of unruly, rude, or out of control end user behavior.

Service delivery is subject to provider's coverage, manufacturer product availability and the capability of the service provider to deliver said services. Any delays by Customer in performing its responsibilities or delays caused by factors outside MobiChord's reasonable control will extend the implementation and delivery schedule.

Treatment of Unauthorized Users

Customer is obligated to communicate the availability of Help Desk services to its Authorized End Users in such a way that unauthorized users will not attempt to access Help Desk services. A copy of such communications will be approved by MobiChord. Unauthorized users who errantly contact the Help Desk will not receive services and will be redirected to contact Customer for assistance.