MASTER SOFTWARE LICENSE AGREEMENT

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 Software 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 Software.

1.4   CUSTOMER SUPPORT GUIDE. The term "**Customer Support Guide**" means the document attached hereto as Attachment C outlining how MobiChord handles support of the Software, as may be updated by MobiChord from time to time.

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

1.6   ORDER FORM. The term "**Order Form**" means a written ordering document for the Software or any Professional Service which is issued pursuant to and governed by the terms and conditions of this Agreement.

1.7   PRODUCT OVERVIEW. The term "**Product Overview**" means the document attached hereto as Attachment A describing the Software, as may be updated by MobiChord from time to time

1.8   PROFESSIONAL SERVICE. The term "**Professional Service**" means the professional service offering ordered by Customer under an Order Form.

1.9 SOFTWARE GUIDE. The term "**Software Guide**" means the document attached hereto as Attachment B outlining the types of support services provided by MobiChord, MobiChord's upgrade policy, and availability of the Software, as may be updated by MobiChord from time to time.

1.10 SOFTWARE. The term "**Software**" means the MobiChord software offering ordered by Customer under an Order Form.

1.11 SOFTWARE TERM. The term "**Software Term**" means the term of authorized use of the Software and any Professional Service 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 Software.

2. GRANT OF USE RIGHTS

2.1. SUBSCRIPTION SERVICE. Subject to the terms of this Agreement, MobiChord hereby grants Customer a limited, personal, worldwide, non-sublicensable, non-transferable (except as otherwise set forth herein), non-exclusive license during the Software Term to install and execute the Software on machines operated by or for Customer solely to permit Customer, during the Software Term, to access, use and make a reasonable number of copies of (including for reasonable backup and archival purposes) the Software and Documentation for its internal business purposes. Customer may not use the Software after the expiration of the Software Term unless Customer has extended the Software Term with the purchase of a renewal license. The Software may include code that is licensed under third party license agreements, including open source made available or provided with the Software. The Software is licensed and not sold even if for convenience MobiChord makes reference to words such as *sale* or *purchase*.

2.2. RESTRICTIONS. Customer shall not and shall not permit others to do the following with respect to the Software: (i) use the Software 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 Software available for access by third parties, except as otherwise expressly provided in an Order Form; (iii) access the Software for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Software; (iv) disassemble, reverse engineer or decompile the Software; (v) copy, create derivative works based on or otherwise modify the Software, except as otherwise permitted in this Agreement; (vi) remove or modify a copyright or other proprietary rights notice in the Software; (vii) use the Software 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 Software to create, use, send, store or run viruses

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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 Software, 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, Software fees are invoiced annually in advance. Each Software Term as set forth in the Order Form is a continuous and non-divisible commitment for the full duration of the Software 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 Software 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 Software 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 SOFTWARE PURCHASES. The Software 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 Software.

3.4 CUSTOMER COOPERATION. In order to achieve full utilization of the Software, 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 Software with such carriers. If Customer is providing its own instance of the ServiceNow solution for use with the Software, 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 SOFTWARE. As between MobiChord and Customer, all right, title, and interest in and to any and all intellectual property rights in or related to the Software is hereby owned exclusively by MobiChord.

4.2 CUSTOMER DATA. Customer grants MobiChord, it affiliates, and applicable contractors a worldwide, a limited, revocable, non-exclusive, non-sublicensable, non-transferable, royalty-free license to use or access any Customer Data for the purposes of providing the Software and Professional Service. Subject to the limited licenses granted herein, MobiChord acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data.

4.3 DATA AND STATISTICAL INFORMATION. MobiChord may compile statistical information related to Customer's use of and the performance of the Software hereunder. Any and all data shall at all times be the sole and exclusive property of MobiChord. MobiChord may make such data and statistical information publicly available, provided that such information does not incorporate Client's Confidential Information. For the avoidance of doubt, MobiChord retains all ownership rights and intellectual property rights in the statistical data and analytical information produced by the Software.

4.4 FEEDBACK. MobiChord encourages Customer to provide suggestions, proposals, ideas, recommendations or other feedback regarding improvements to MobiChord's Software. To the extent Customer provides such feedback, Customer grants 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 Software) without restriction.

5. WARRANTIES

5.1   SOFTWARE WARRANTY. MobiChord warrants that the Software shall substantially conform to the Product Overview during the Software 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 Software. If MobiChord is unable to repair the Software within a commercially reasonable period, MobiChord may, in MobiChord's sole discretion, terminate Customer's subscription to the Software and refund to Customer a pro-rata portion of the fees paid for the Software based on the portion of the then-current Software Term remaining. Notwithstanding the foregoing, this warranty shall not apply to any non-conformity due to a modification of or defect in the Software 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 SERVICE WARRANTY. MobiChord warrants that the Professional Service 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 Service in conformance with these warranty requirements or terminate the affected Professional Service and refund to Customer any amounts paid for the nonconforming Professional Service. 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 Software and Professional Service, 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 Software and Professional Service including but not limited to those applicable to the collection and processing of Customer Data in MobiChord's systems through the Software. 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 Software, Professional Service, 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 Software 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 Software 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 Software and/or Professional Services.

5.5 AUTHORITY. Each party represents and warrants that it is a legal business entity duly organized and validly existing in good standing under the laws of the jurisdiction of its formation, and that it has full power and authority to enter into and perform this Agreement. Each party also represents and warrants that the person signing this Agreement on its behalf has been properly authorized and empowered to do so.

5.6 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 SERVICE, 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, contractors, and affiliates 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, contractors, and affiliates 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. To the extent MobiChord has access to Customer Data Software, MobiChord shall utilize industry standard practices designed to protect Customer Data from unauthorized access, acquisition, use, disclosure, or destruction..

7.2   CERTIFICATIONS AND ATTESTATIONS. MobiChord shall establish and maintain sufficient controls to meet the objectives stated in ISO 27001 for the information security management system supporting the Software and SSAE 16 / SOC 1 and SOC 2 Type 2 (or equivalent standards) for the data processing system supporting the Software (collectively, the "**Standards**") for the information security management system supporting the Software. 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   MOBICHORD'S OBLIGATION. 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 Software, 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 Software 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 Software; (ii) replace or modify the Software to avoid infringement, if such replacement or modification has substantially the same capabilities as the Software; 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 Software upon sixty (60) days' written notice and pay to Customer a refund of any prepaid subscription fees covering the remaining portion of the applicable Software Term for the affected Software 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 Software which exceeds the authorized use permitted under this Agreement or not in accordance with the Documentation; (ii) Customer Data; (ii) use of the Software by Customer in violation of applicable law; (iv) use of the affected Software after termination in accordance with clause (iv) of this Section; (v) modifications to the Software 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 Software; or (vi) use of the Software 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 Software.

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. Notwithstanding the foregoing, MobiChord may, in its sole and exclusive discretion, elect to handle the defense of such Claim using its own legal counsel. In such event, any and all costs, expenses, and fees (including attorneys' fee) of the defense, shall be paid or reimbursed by Customer as part of its indemnity obligations hereunder.

8.4   <u>ENTIRE LIABILITY; EXCLUSIVE REMEDY</u>. 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   <u>LIMITATIONS OF LIABILITY</u>. 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 SERVICE, OR TAXES; (II) A PARTY'S OBLIGATIONS IN SECTION 7 (INDEMNIFICATION); (III) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (IV) 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 WILFULL MISCONDUCT.

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); (II) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (III) 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 WILFULL 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 Software or Professional Service 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 Service are separately ordered from the Software and are not required for the Software. A breach by a party of its obligations with respect to Professional Service shall not by itself constitute a breach by that party of its obligations with respect to the Software even if the services are enumerated in the same Order Form

10.2 EFFECT OF TERMINATION ON SUBSCRIPTION SERVICE. Upon termination of the Software for any reason, Customer shall stop using, and MobiChord shall stop providing, the Software 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 Software Term for the affected Software 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 Software Term applicable to the terminated Software 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 Software 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   ASSIGNMENT. Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party; provided, however, that a party may, without such consent, assign this Agreement and its rights and obligations

hereunder in connection with the transfer or sale of all or substantially all of its business to which this Agreement relates, or in the event of its merger, consolidation, change in control or similar transaction. Any attempted or purported assignment in violation of this Section 12.1 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   NOTICE. 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   FORCE MAJEURE. 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 Software 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 Software for High Risk Activity.

12.6 RESPONSIBILITY FOR PERSONNEL. Each party will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with each party's respective obligations under this Agreement, except as otherwise specified in this Agreement.

12.7 PUBLICITY. 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 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.

12.9 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.

12.10 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.

12.11 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.

12.12   ENTIRETY. This Agreement and the Attachments, together with any and all Order Forms, is the final and entire agreement between the parties regarding the Software and Professional Service 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.

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 Optimization	Allows to identify optimization potential with reporting on zero-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.

Attachment B

SOFTWARE GUIDE

1.   ON-GOING SUPPORT

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

2.   UPGRADES

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 Software.

Attachment C

CUSTOMER SUPPORT GUIDE

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

Scope

The purpose of Customer Support is to resolve defects that cause the Software 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 Software 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 Business Hours Select Customers	Contact information provided by assigned Account Manager	● Account Manager dedicated to your 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 Software Fee payable for the Software 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.

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- o Customer Authorized Contacts are trained on the use and administration of the Software.

Customer shall cooperate to enable ServiceNow to deliver the Software and support for the service.