

Device Authority END USER LICENSE AGREEMENT (“EULA”)

This EULA (also available online at <http://www.deviceauthority.com/assets/eula.pdf>) as updated from time to time, is a legal agreement between you, the end user customer, and the applicable Device Authority entity identified below (“**Device Authority**”) and governs your use of the Software (as defined below).

BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SOFTWARE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS EULA. IF YOU DO NOT AGREE, DO NOT USE THE SOFTWARE.

The location of your receipt and use of the Software (as defined below) determines the providing entity hereunder:

- Device Authority Inc., a Delaware corporation licenses the Software in United States of America and Canada;
- Device Authority Limited, a company registered in England and Wales, licenses the Software and provides technical support in all other territories.

You acknowledge and agree that, as provided in greater detail below in the EULA:

- the Software is licensed, not sold to you, and you may use the Software only as set forth in this EULA. You may not copy, modify, attempt to derive the source code, distribute, sell or sublicense the Software;
- you are solely responsible for compliance with any third party terms of service and payment of fees applicable to your use of, and access to, the Services (including, without limitation, the terms of service and data and other fees of your internet service provider, mobile network operator or the applicable Service Provider);
- the Software is provided “as is” without warranties of any kind and Device Authority’s liability to you is limited;
- you are required to indemnify Device Authority against claims made against us a result of or in connection with your abuse or misuse of the Software, your breach of this EULA and/or your violation of any applicable laws, rules or regulations.

1. DEFINITIONS.

- “**Affiliate**” means any legal entity that controls, is controlled by or is under common control with you or Device Authority (as applicable); where ‘control’ refers to ownership of more than fifty percent (50%) of voting securities.
- “**Device**” means a device owned or controlled by you.
- “**Documentation**” means, collectively, Device Authority’s standard user manuals and related documentation generally made available to end users of the Software, as revised by Device Authority from time to time.
- “**License Term**” means the period of time for which you have subscribed to the Services, subject to earlier termination in accordance with the terms and conditions for the Services.
- “**Services**” means the third party services or applications to which you have subscribed, and in connection with which you have been provided the Software.
- “**Service Provider**” means the third party provider providing the Services.
- “**Software**” means the object code form of the Device Authority proprietary software product(s) which you have been provided as part of your subscription to the Services or which was pre-installed on your Device, including any Documentation, together with any software code or interfaces that are provided to you by or on behalf of Device Authority and which are not subject to a separate license agreement.
- “**User**” means: (i) where you are entering into this EULA as a natural person, you; and (ii) where you are entering into this EULA as a business entity, you and your Affiliates’ employees, agents, consultants and contractors.

2. LIMITED LICENSE.

- License. Subject to your complete and ongoing compliance with all the terms and conditions set forth in this EULA, Device Authority grants you a limited, non-exclusive, non-transferable, non-sublicensable license to use the Software in accordance with the Documentation, solely for your internal purposes and during the License Term only. Use of the Software is strictly limited to the number of Devices for which you have subscribed to the Services. Licenses are non-concurrent and each Device which either: (i) has the Software (or any part thereof) installed; or (ii) which utilizes or otherwise receives any functionality of the Software but which does not have a copy of the Software natively installed, will require a license and will be included in the Device license count, regardless of whether the Device or the Software is operational or in use at any one time. Users may use and/or access the Software solely on behalf of and for the benefit of you or your applicable Affiliate and in accordance with this Agreement. You shall be responsible for all acts and omissions committed by any Users and any act or omission by any User which, if undertaken by you would constitute a breach of this Agreement, shall be deemed a breach of this Agreement. You may make copies of the Software as reasonably required for backup or installation purposes. The Software is not licensed for use beyond the License Term and may disable itself upon expiration of the License Term.
- License Restrictions. The Software is licensed, not sold. You may not use the Software for any purpose beyond the scope of the license granted in this Agreement. Without limiting the generality of the foregoing and except as expressly permitted in this Agreement you may not (and will not permit any User or third party to): (i) assign, sublicense, sell, lease, rent, novate, transfer reproduce, distribute, publicly display, or publicly perform the Software (in whole or in part); (ii) decompile, reverse engineer, or otherwise access or attempt to access the source code for the Software or any hashed or otherwise obscured or obfuscated data message or transmission generated by the Software; (iii) make or attempt to make any modification, alteration, copy, adaptation or create any derivative works to or of the Software; (iv) interfere or attempt to interfere with or circumvent any feature of the Software, including without limitation any security, encryption, or access control mechanism (v) spoof, obscure, falsify any Device data or related hash keys submitted through the Software.; (vi) use the Software as a service bureau, ASP or SaaS offering; (vii) allow use of the Software by persons other than Users; (viii) use the Software other than in accordance with applicable laws. You authorize Device Authority to

push updated or modified versions of the Software directly to your Devices. If you are prohibited under applicable law from using the Company Software, you may not use it. You agree that, to the extent that any mandatory laws give you the right to perform any of the aforementioned activities without the consent of Device Authority to gain certain information about the Software, before you exercise such rights you shall first request such information from Device Authority in writing detailing the purpose for which you need the information. Only if and after Device Authority at its sole discretion denies your request, shall you exercise your statutory rights.

- c. Records and Audit. During the License Term and for twelve (12) months thereafter, you shall maintain and keep accurate and complete records regarding your use of the Software and you shall permit Device Authority (or persons authorized by Device Authority) to inspect such records in order to verify that your use of the Software is in compliance with this Agreement and you have paid the applicable fees for your use. Without prejudice to any other rights and remedies, where such audit reveals any underpayment, you shall immediately remedy such underpayment and where an underpayment is revealed, you shall promptly reimburse Device Authority for the reasonable costs of the audit.
3. THIRD PARTY TERMS AND FEES. You acknowledge and agree that you are solely responsible for: (a) compliance with all terms and conditions, and payment of all fees payable, for the Services and supply of the Software; and (b) compliance with any and all third party terms and conditions of service and payment of all fees applicable to your use and receipt of any and all third party services and/or applications which may be required for you to use, access, install or operate the Software and/or the Services including, without limitation, the terms of service and data and other fees of your internet service provider and mobile network operator. If any Device is lost or stolen, it is your responsibility to notify all necessary persons including, without limitation, the Services Provider in order to suspend or restrict access to the Services.
4. RESERVATION OF RIGHTS. Device Authority and its licensors (if any) retain all rights, title and interest, including all patent, copyright, trade secret, trademark, moral rights and other intellectual property rights in and to the Software. Device Authority reserves all rights not expressly granted in this EULA. You shall not acquire any right, title or interest to the Software, whether by implication, estoppel, or otherwise, except for the limited rights set forth in this EULA.
5. TERM AND TERMINATION. This EULA will remain in effect until the earlier of: (a) the expiration or earlier termination of the License Term; or (b) termination of this EULA as provided herein. You may terminate this EULA by uninstalling the Software from all systems and Devices. Device Authority may terminate this EULA at any time in the event that you breach this EULA [and (if such breach is capable of remedy) you fail to remedy such breach within thirty (30) days from Device Authority's notice to you]. Upon termination of this EULA, all licenses granted herein will terminate and you must immediately remove and destroy all copies of the Software, including all back up copies. Sections 2c and 3 through 12 (inclusive) shall survive any termination of this EULA.
6. THIRD PARTY SOFTWARE. The Company Software may be distributed alongside certain third party software ("Third Party Software"). Such Third Party Software is provided under separate license terms (the "Third Party Terms"), as set forth in more detail via Device Authority's Third Party Software Notice file, available at <http://www.deviceauthority.com/assets/Device-Authority-Third-Party-Product-Licenses.pdf>. Your use of such Third Party Software in conjunction with the Company Software in a manner consistent with the terms of this EULA is permitted; however, you may have broader rights under the applicable Third Party Terms and nothing in this Agreement is intended to impose further restrictions on your use of the Third Party Software.
7. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY.
 - a. ANY WARRANTIES FOR THE SOFTWARE ARE SUBJECT TO TERMS AGREED AND ENTERED INTO DIRECTLY BETWEEN YOU AND THE SERVICES PROVIDER OR OTHER THIRD PARTY THROUGH WHICH YOU ACQUIRED THE SOFTWARE. AS BETWEEN YOU AND DEVICE AUTHORITY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS, WITHOUT WARRANTY OF ANY KIND AND DEVICE AUTHORITY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, QUALITY, AND NONINFRINGEMENT. DEVICE AUTHORITY FURTHER DISCLAIMS ANY WARRANTY OR LIABILITY RELATED TO YOUR CARRIER'S, SERVICE PROVIDER'S OR ANY OTHER THIRD PARTY'S NETWORK, APPLICATION OR SERVICE. DEVICE AUTHORITY CANNOT GUARANTEE AND DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. THE SOFTWARE IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE OR DISTRIBUTION WITH ANY EQUIPMENT THE FAILURE OF WHICH COULD LEAD TO DEATH, PERSONAL INJURY OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. YOU ASSUME THE RESPONSIBILITY OF THE SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS.
 - b. UNDER NO CIRCUMSTANCES WILL DEVICE AUTHORITY BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR OTHERWISE ARISING IN CONNECTION WITH THIS EULA OR THE SERVICES, HOWSOEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) EVEN IF DEVICE AUTHORITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
 - c. IN NO EVENT WILL DEVICE AUTHORITY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR THE TERMS EXCEED THE GREATER OF AMOUNTS PAID BY YOU FOR THE SOFTWARE OR FIFTY U.S. DOLLARS (\$50 USD).
 - d. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH AN EVENT THE ABOVE LIMITATIONS WILL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.
 - e. NOTHING IN THIS EULA SHALL LIMIT OR EXCLUDE DEVICE AUTHORITY'S LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM OUR NEGLIGENCE; FRAUD OR FRAUDULENT MISREPRESENTATION; OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.
8. THIRD PARTY DISPUTES. DEVICE AUTHORITY IS NOT AFFILIATED WITH ANY INTERNET SERVICE PROVIDER, NETWORK CARRIER SERVICES PROVIDER OR ANY OTHER THIRD PARTY THROUGH WHICH YOU ACQUIRED THE SOFTWARE, AND ANY DISPUTE YOU HAVE WITH ANY SUCH PERSON OR OTHER THIRD PARTY IS DIRECTLY BETWEEN YOU AND SUCH PERSON/THIRD PARTY, AND YOU IRREVOCABLY RELEASE DEVICE AUTHORITY (AND OUR OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, JOINT VENTURES

AND EMPLOYEES) FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

9. INDEMNITY. Customer will defend Device Authority against any claim, demand, suit, or proceeding ("Claim") made or brought against Device Authority, its officers, employees and licensors in connection with: (i) any misuse or abuse of the Software or the Services; (ii) your violation of this EULA; or (iii) your violation of any applicable laws, rules or regulations, and shall pay any damages, attorney fees and costs finally awarded against Device Authority under a court approved settlement of a Claim. Device Authority shall notify you in writing of any such claim and, allow you authority to control the defense and settlement of such claim; provided that Device Authority will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice and provided that you defend and/or settle such claim expeditiously.
10. GOVERNING LAW; VENUE; JURY WAIVER.
- a. If this EULA is between you and Device Authority, Inc., this EULA and any dispute or claim arising in connection with it (including non-contractual disputes), shall be governed by the laws of the State of California as they apply to agreements entered into and to be performed entirely within California by California residents, and without regard to conflict of law principles. You and Device Authority agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Santa Clara County, California or the Northern District of California for the purpose of litigating all such claims or disputes. You agree that, to the fullest extent permitted, the provisions of the Uniform Computer Information Transactions Act and/or any federal or state statutory adoptions or equivalent in effect at any time (whether before or after the date of this Agreement) shall not apply to this Agreement and the United Nations Convention for the International Sale of Goods shall not apply to this Agreement. You and Device Authority each expressly and irrevocably waive, to the fullest extent permitted by applicable law, the right to a trial by jury in any action, suit or proceeding arising in connection with this Agreement or to participate in a class action.
- b. If this EULA is between you and Device Authority Limited, this EULA and any dispute or claim arising in connection with it (including non-contractual disputes) will be governed by the laws of England and Wales without regard to conflict of laws principles and in any dispute arising out of or in connection with this Agreement you consent to the jurisdiction of the English courts.
11. MISCELLANEOUS.
- a. This EULA is the entire agreement between you and Device Authority, and supersedes any and all prior agreements, negotiations, or other communications between you and Device Authority, whether oral or written, with respect to the subject matter hereof
- b. Except as expressly provided herein, this EULA cannot be modified except in writing signed by an authorized representative of both parties. You agree and acknowledge that no one except Device Authority itself has any authority to amend this EULA nor to make warranties, commitments or representations on Device Authority's behalf that are inconsistent with this EULA.
- c. In the event that any provision of this EULA is held to be invalid or unenforceable, then: (i) such provision shall be deemed reformed to the extent strictly necessary to render such provision valid and enforceable, or if not capable of such reformation shall be deemed severed from this EULA; and (ii) the validity and enforceability of all of the other provisions hereof, shall in no way be affected or impaired thereby.
- d. You may not assign this EULA without the prior written consent of Device Authority, whether expressly or by operation of law, including in connection with a merger or change of control, and any such attempted assignment shall be void and of no effect. Device Authority may assign this EULA without restriction and without any notice to you. Subject to the foregoing, this EULA shall be binding on the parties and their respective successors and permitted assigns. .
- e. The failure to exercise, or delay in exercising, a right, power or remedy provided in this EULA or by law shall not constitute a waiver of that right, power or remedy.
- f. Device Authority's waiver of any obligation or breach of this EULA shall not operate as a waiver of any other obligation or subsequent breach of the EULA.
- g. The English language version of this EULA shall be the official and controlling version, and any translation provided is solely for convenience.
- h. Export Restriction. You will not, directly or indirectly export or re-export or knowingly permit the export or re-export of any Software in breach of any applicable export and import control laws and regulations including regulations of the United States Bureau of Industry and Security and other applicable agencies. Furthermore, you shall ensure that your use of the Software is in accordance with all applicable laws and regulations.
- i. U.S. Government End Users. Each of the components that constitute the Software is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software with only those rights set forth herein. If Software is acquired for or on behalf of the U.S. Government, then it is recognized and agreed that the Software: (i) was developed at private expense; (ii) was not required to be originated or developed under a Government contract; (iii) was not generated as a necessary part of performing a Government contract.
- j. Compliance. You shall ensure that your use of the Software is in accordance with all applicable laws and regulations including, without limitation, applicable data protection and privacy laws and you shall be solely responsible for securing any and all necessary consents from Users and other affected persons in connection with use of the Software.

12. CONTACTING DEVICE AUTHORITY.

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