

English

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18.1 High Risk Activity

THE SOFTWARE MUST NOT BE USED FOR ANY HIGH RISK OR STRICT LIABILITY ACTIVITY. REAL TIME LOCATION DATA ACCESSED VIA THE SOFTWARE MAY BE INACCURATE OR INCOMPLETE. LICENSEE'S USE OF THIS SOFTWARE IS AT ITS SOLE RISK. Licensee shall not use the software for, including, without limitation, nuclear energy equipment, air or space traffic control, the operation of critical communication system, public transportation control, life support devices, or other ultra-hazardous uses where failure of the Software to perform would be reasonably expected to cause deaths, injuries or severe physical property or environmental losses. Should the Licensee engage or attempt to engage in high risk activity, Licensee shall (i) assume and accept sole responsibility for all risks arising out of, associated with or related to engaging in high risk activity; (ii) be solely responsible for any injury, loss or damage that Licensee sustains while engaged in high risk activity; (iii) hold harmless and indemnify SOTI from any and all liability for any damage to property of, or personal injury to, any third party resulting from Licensee's engagement in high risk activity; and (iv) hold harmless, indemnify and release SOTI, its affiliates, subsidiaries, officers, directors, agents, employees and representatives from liability for any and all claims, demands, actions and costs which may arise as a result of Licensee's engagement in high risk activity. For added clarity, where the Licensee utilizes the Software in the performance of high risk activity, the abovementioned shall also apply in the event of a failure or deficiency in the functionality or operation of the Software.

18.2 Force Majeure

Except for payment obligations, neither party shall be liable for any delays or other non-performance resulting from circumstances or causes beyond its reasonable control that are not due to the negligence or misconduct of the party claiming relief under this section, including, without limitation, fire or other casualty, act of God, war, terrorism, or other violence, any law, order or requirement of any governmental agency or authority or other causes beyond the reasonable control of such party, provided that such party has informed the other party of such force majeure event promptly upon the occurrence thereof (including a reasonable estimate of the additional time required for performance to the extent determinable) and such party uses reasonable commercial efforts to effect the required performance as soon as reasonably practicable.

18.3 Applicable Law

a) Where the address of the Licensee is located in the territory of Canada, this agreement shall be governed by and construed under the laws of the Province of Ontario, Canada. Each Party irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to the service of process by mail or in any manner permitted by applicable law and consents to the jurisdiction of the courts of the Province of Ontario, Canada. The Parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement.

b) Where the address of the Licensee is located in the territory of Europe (including Greenland), Middle East or Africa, this Agreement will be governed by and construed in accordance with English Law and the courts of England will have exclusive jurisdiction to settle any dispute which arises out of or in connection with this Agreement and the Parties hereby agree to submit to the jurisdiction of the courts of England. The Parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contract (Rights of Third Parties) Act (UK) 1999 by any person not a Party to it.

c) Where the address of the Licensee is located in the territory of Asia Pacific (including Pakistan, Sri Lanka, Kazakhstan, Kyrgyzstan, the Russian Federation, Tajikistan, Turkmenistan and Uzbekistan), this Agreement will be governed by and construed in accordance with the laws of the State of Queensland, Australia. Each Party irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to the service of process by mail or in any manner permitted by applicable law and consents to the jurisdiction of the courts of the State of Queensland, Australia. The Parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement.

d) Where the address of the Licensee is: (i) located in the territory of the United States, (ii) not noted above, or (iii) noted above and is not located in the territory of Canada, Europe (including Greenland), Middle East, Africa or Asia Pacific (including Pakistan, Sri Lanka, Kazakhstan, Kyrgyzstan, the Russian Federation, Tajikistan, Turkmenistan and Uzbekistan), this agreement shall be governed by and construed under the laws of the State of New York, United States. Each Party irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to the service of process by mail or in any manner permitted by applicable law and consents to the jurisdiction of the courts of the State of New York, United States. The Parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement.

18.4 Amendments & Severability

This Agreement may not be amended or modified unless in writing, as mutually agreed and signed, by both SOTI and the Licensee. If any provision of this Agreement is found to be invalid or unenforceable to any extent, then the invalid portion shall be deemed conformed to the minimum requirements of law to the extent possible. In addition, all other provisions of this Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

18.5 Compliance

Each party shall comply with Corruption of Foreign Public Officials Act, applicable Bribery Laws and all SOTI policies and procedures (if any) with which each party is required to comply relating to prevention of bribery and corruption as updated from time to time by the written agreement of the parties.

Any resale and/or delivery of the Software or related services to any country shall not violate any applicable National and International Law. It is unlawful and a specific violation of this Agreement to deliberately communicate, transmit in any manner, means or medium, any unsolicited information or material to any individual or groups of individuals (that is: spamming) about SOTI's product offering or services. It is also a violation of the Agreement to use such methods to promote the Software. This prohibition specifically includes but is not limited to unsolicited commercial e-mail.

In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations. For clarity, Licensee is solely responsible for compliance related to the manner in which it chooses to use the Software.

18.6 Sanctions

Licensee covenants that it shall not -- directly or indirectly -- sell, export, re-export, transfer, divert, or otherwise dispose of any software, source code, or technology (including products derived from or based on such technology) received from SOTI under this Agreement to any other person, entity, or destination prohibited by the laws or regulations of the United Nations, United Kingdom, Canada, and the United States of America, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. SOTI shall notify Licensee of any countries, jurisdictions or territories that Licensee may not export, re-export, transfer, divert, or otherwise dispose of any Software, source code or technology. Licensee's intentional breach of this sanctions compliance clause shall constitute cause for immediate termination of this Agreement.

18.7 Audits

Licensee shall maintain records regarding the number of licensed Devices monitored by the Software and shall make such information available to SOTI upon request

18.8 Assignment

This Agreement, including any rights, or obligations under this license, may not be assigned or otherwise transferred by the Licensee to any other person, corporation or similar entity without the prior written consent of SOTI and any attempt to do so in violation of the terms hereof shall be null and void.

18.9 No Third Party Beneficiaries

This Agreement is for the benefit of the Licensee and SOTI and does not provide any third party the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

18.10 Language

In the event SOTI or another party has provided the Licensee with a translation of this Agreement from the English language to another language, the Licensee agrees that such translation is provided for convenience only; that the English version of this Agreement governs the relationship between SOTI and the Licensee; and, if there is any conflict between the English version of this Agreement and the translated version, the English version shall take precedence. All disputes under this Agreement shall be resolved in the English language.

18.11 Waiver

Neither the failure nor any delay by any party in exercising any right under this Agreement will operate as a waiver of such right.

18.12 Notice

Any questions or concerns regarding this Agreement should be made in writing to the following:

SOTI Inc, 6975 Creditview Road, Unit 4, Mississauga, Ontario, Canada, L5N 8E9

Attn: Legal / Contracts

Email: legal@soti.net

Phone: + 1 905 624 9828 or 1 888 624 9828

Fax: + 1 905 624 3242

19.PRODUCT SUPPORT AND MAINTENANCE SERVICES

Software support and maintenance services shall be governed by the most current SOTI MobiControl Service Level Terms ("Services") which is incorporated by reference into this Agreement and made available through the following <http://www.soti.net/mcsla.pdf>).

Services for on premise perpetual Software must be purchased for specific terms ("Service Contract"), at a minimum of no less than a period of twelve (12) months, from the date of activation or from the date of renewal of the Service Contract. SOTI shall perform for Licensee, Services with respect to the Software on the condition that the Licensee has a valid Service Contract with SOTI.

Services for subscription as a service and cloud versions of the Software are incorporated with purchase.

SOTI has the right to deny access to the Services should the Licensee fail to have an active Service Contract. It is understood that SOTI cannot guarantee the Services if Licensee tampers or modifies the SQL Database unless explicitly discussed and agreed to in writing with SOTI.

Should SOTI be requested to provide services to the Licensee beyond SOTI's standard Services, the resulting services shall be provided to the Licensee by SOTI Professional Services, service terms of which are incorporated by reference into this Agreement and made available through the following <http://www.soti.net/policies/professional-services-terms-and-conditions/> , billed at SOTI's then-current rates for professional services, and invoiced to the Licensee as provided in this Agreement. All professional services provided at Licensee's site shall be subject to SOTI's then-current expense reimbursement policies.