

MWM ENTERPRISE AGREEMENT

PLEASE READ THIS "SOFTWARE AS A SERVICE" (SAAS) AGREEMENT (THIS "AGREEMENT") CAREFULLY. BY ACCEPTING THIS AGREEMENT THROUGH AN ORDER FORM THAT INCORPORATES THIS AGREEMENT, YOU AGREE TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND, IN SUCH EVENT, "LICENSEE" AS USED IN THIS AGREEMENT SHALL REFER TO SUCH ENTITY, IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT, YOU MUST NOT USE THE SERVICES.

THIS AGREEMENT IS A GLOBAL AGREEMENT BETWEEN PERSISTENT TELECOM SOLUTIONS INC. ("PERSISTENT") OR ITS AFFILIATES ("LICENSOR") AND YOU ("LICENSEE"). THIS AGREEMENT IS NOT SPECIFIC TO ANY PARTICULAR COUNTRY, STATE OR TERRITORY.

Definitions:

- a) **"Licensee Data"** means any data, information or material related to Licensee submitted or provided by Licensee to Licensor through the use of the Services.
- b) **"Effective Date"** means the date the Services are available for use by Licensee as set forth on the Order Form.
- c) **"Illegal Use"** of the services shall mean any use of the Services which is not in conformity with, or directly against, the terms of this Agreement and/or any law in applicable jurisdictions, and shall include but not limited to any use (i) beyond specified time period or (ii) without payments of amounts due to the Licensor by the Licensee.
- d) **"Licensed Program"** means all of Licensor's proprietary technology and documentation (including software, hardware, processes, user interfaces, algorithms, know-how, techniques, and other tangible or intangible technical material or information, and specifications describing the features, functionality or operation of the Services,) made available to Licensee by Licensor in providing the Services to Licensee.
- e) **"Services(s)"** means the online hosting, maintenance, and support services and any other services or products provided by Licensor to Licensee as set forth on the Order Form.
- f) **"Fees"** has the meaning set forth in Section 5.
- g) **"Order Form(s)"** means Licensor's quote, invoice, or proposal evidencing a subscription for the Services specifying the Services and the applicable fees. Each such Order Form is incorporated herein by reference (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of the Order Form shall prevail).
- h) **"Users"** means Licensee's employees, representatives, consultants, contractors, agents, or any persons who are authorized to use the Services on behalf of Licensee.

Services:

Subject to the terms and conditions of this Agreement, including the payment of all applicable fees, Licensor agrees to use commercially reasonable efforts to (a) provide Licensee with the Services (b) to make the Services available for use in accordance with the Services Level Agreement set forth on

Schedule A attached hereto. This Agreement may be used by Licensor either for a single order or as a framework for multiple orders set forth in the Order Form. In addition, these terms may be used on a global basis by the parties' "Affiliates", meaning any entity controlled by, controlling, or under common control with a party. The parties can confirm their agreement to these terms either by signature, where indicated, at the end or by referencing these terms on Order Forms. Affiliates participate under these terms by placing orders which specify service delivery in the same country as the Persistent Affiliate accepting the Order, referencing these terms, and specifying any additional terms or amendments to reflect local law or business practices. The Licensor agrees to provide a URL for the Services, which shall be accessed by the Licensee. If Services are subscribed for the purposes of evaluation, the Licensor agrees to use commercially reasonable efforts to provide Licensee with the Services for the term specified in the Evaluation License Order Form unless terminated earlier by either party hereto, for any reason or no reason, upon written notice to the other party. On expiry of the Agreement or earlier termination hereof, Licensee shall immediately return all copies of the Licensed Program(s) to Licensor and discontinue use of the Licensed Program(s). During the evaluation term, Licensee acknowledges and agrees that Licensor shall have no obligation to provide any support or maintenance for the Services or Licensed Program(s) under this Agreement.

Grant of License; Title to Intellectual Property:

- a) **Grant of License.** Subject to the terms and conditions of this Agreement, Licensor grants Licensee a non-exclusive, revocable, non-transferable, non-sub licensable limited subscription-based license (the "License") to access and use the Services for the number and type of licenses set forth on an Order Form. The use of the Licensed Program and Services are for the exclusive use of Licensee and its users and do not extend to third-parties. Licensee is responsible for the use of the Licensed Program and Services by the users. If the services are subscribed for evaluation purposes, Licensor grants Licensee a temporary, revocable, free of charge, non-exclusive, non-transferable, non-sub licensable limited subscription-based license (the "License") to access and use the Services for the number and type of Licenses set forth on an Evaluation License Order Form.
- b) **License Use Restrictions.** Licensee agrees to (a) use the Licensed Program solely for its own internal business purposes and agrees not to rent, lease, sub-license, time-share, or otherwise distribute the Licensed Program for resale, or to host Services to provide service bureau, time-sharing, or other computer services to third-parties, or otherwise make available the Licensed Program to any third parties, (b) not to reverse-engineer, decompile, disassemble, modify, create derivative works of, or copy all or any part of the Licensed Program, and (c) to take appropriate actions to protect the Licensed Program and all parts thereof from unauthorized copying, modification, or disclosure by its Users and other third-parties. Licensee may not use the Licensed Program or access the Services if Licensee is a direct competitor of Licensor or for purposes of monitoring the availability, performance, functionality of the Services, or for any other benchmarking or competitive purposes.
- c) **Title to Intellectual Property.** Licensee hereby acknowledges that all right, title, and interest in the Services and to the Licensed Program and all intellectual property rights therein, including patent, unpatented inventions, copyright, trademark, trade secret, proprietary information, and

technology used in or comprising the Licensed Program and the Services and any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Licensee to Licensor relating to the Services or the Licensed Program (collectively, the "Licensor Intellectual Property") are owned by and are vested in, Licensor (or its applicable licensors/suppliers). Other than as expressly set forth in this Agreement, no license or other rights in the Licensor Intellectual Property are granted to Licensee and all such rights are hereby expressly reserved by Licensor. Licensor Intellectual Property does not include any Licensee Data. The Service includes certain software provided under open source license terms (the "Ancillary Software"). Ancillary Software is copyrighted by their copyright holders whose copyrights are acknowledged Licensee may request the details of such Ancillary Software by writing to an email to .

The end-user license agreement (EULA) that accompanies each non-licensed program is governed by the terms of the third-party. The Licensor is not a party to the end-user license agreement of the third-party and assumes no obligations under it.

Licensee Obligations:

- a) **Access and Security Guidelines.** Use of the Services is conditioned on Licensee obtaining and maintaining access to the Internet, and all equipment necessary for proper operation of the Services. The Licensee shall access the Services as per the details provided in **Schedule B**. Licensee shall use best efforts to prevent unauthorized access to, or use of, the Services and shall notify Licensor immediately of any such unauthorized use or other known breach of security. Licensee is responsible for all activities that occur under Licensee's user names and passwords. Licensee shall report to Licensor immediately and use reasonable efforts to stop immediately any copying or distribution of the Licensed Programs that is known or suspected by Licensee. Licensee's employees and consultants and any person who is authorized to use the Services by the Licensee warrants that its employees, consultants and any person who is authorized to use the Services abide by the UCC Regulations issued by Telecom Commercial Communications Customer Preference Regulations 2010 ("Regulations"). Licensee shall strictly comply with applicable TRAI Regulations and applicable laws in force ("Regulations"). Licensee including its employees, consultants, and any person who is authorized to use the Services by the Licensee agree to indemnify and defend the Licensor against all claims arising out of the violation of the Regulations. Further Licensee and its employees, consultants agree that, it will not institute any suit against Licensor for receipt of any message from Licensor. The Licensee understands that the location of users may be tracked during delivery of Services. You agree and acknowledge that the accuracy/latency of the location information and location derived data like distance, depends on various factors and is for indicative purpose only. Such factors should be considered while using this information for business purpose like reimbursement, compliance etc.
- b) **Acceptable Use.** Licensee shall abide by all applicable local, state, national, and foreign laws, treaties and regulations in connection with Licensee's use of the Services, including those related

to data privacy, international communications, and the transmission of technical or personal data and in accordance with Licensor's Acceptable Use Policy set forth on **Schedule C** attached hereto. Licensor reserves the right to update such policy as set forth therein. Any use of the Services in violation of Licensor's Acceptable Use Policy shall be a material breach of this Agreement. Licensee agrees to defend, indemnify, and hold Licensor harmless from and against any and all claims, losses, liability, costs, and expenses (including but not limited to attorneys' fees) arising from Licensee's violation of this Agreement, state or federal laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of the Services. Privacy Notice is incorporated into this Agreement by reference. Please read this notice carefully for disclosures relating to the collection, use, and disclosure of Licensee and/or its user's personal information and real-time location information.

- c) **Licensee Data.** Licensee shall have sole responsibility for the accuracy, quality, integrity, reliability, appropriateness, and intellectual property ownership or right to use of all Licensee Data, including as outlined in Licensor's Acceptable Use Policy. Licensor is under no obligation to review Licensee Data for accuracy, acceptability or potential liability.
- d) **High Risk Activities.** Licensee and/or Users shall not use the Service in operations involving high-risk activities including but not limited to life and death situations like the operation of emergency services, nuclear facilities, air traffic control or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

Support:

The Licensor agrees to provide the support and the SLAs as detailed in **Schedule A** herein. If the services are subscribed for evaluation purposes, Licensee acknowledges and agrees that Licensor shall have no obligation to provide any services, support, or maintenance for the Licensed Program(s) under this Agreement.

Maintenance:

The Licensor will be entitled, at its sole discretion, to undertake Scheduled Maintenance upon reasonable notice to the Licensee, Licensee agrees that during such maintenance service the Service shall not be available for the period mentioned in the notice informing such Scheduled Maintenance.

Fees:

- a) **Fees and Taxes.** To subscribe the Services, Licensee shall pay (i) a monthly fee as set forth in the Order Form ("Fee") for accessing the Services and related support, based on the SLA detailed in **Schedule A** herein. The Fees charged herein are exclusive of taxes, duties as may be applicable. Licensor reserves the right to revise the fees at its sole discretion. The Licensee shall not be entitled to a refund of any Fees made to the Licensor if this agreement is terminated for any reason.
- b) **Payment Terms.** Invoices shall be raised on a monthly basis. Licensee agrees to pay all invoiced amounts within thirty (30) days of Licensor's invoice date. In the event there is a delay in payment for more than 10 days from due date, Licensee shall pay an interest greater of 1.5% per

month or the maximum permitted amount on the delayed payments from the due date of payment. Licensor may suspend or cancel Services if Licensee fails to make payments when due.

Term and Termination :

- a) **Term.** This Agreement shall become effective on the Effective Date and shall remain in effect for a period of three (3) years from the Effective Date (the "Initial Term"). This Agreement and the Services shall automatically renew without notice for successive terms equal in duration to the Initial Term (each a "Renewal Term") except that a party may terminate this Agreement by providing thirty (30) days written notice prior to the end of the Initial Term or a Renewal Term. Any such termination shall be effective upon the expiration of the then current term. If the services are subscribed for evaluation purposes, this Agreement shall come into full force and effect on the date on which the Licensed Program(s), and passwords, if applicable, have been made available to Licensee, and for the term specified in the Evaluation License Order Form unless terminated earlier by either party hereto, for any reason or no reason, upon written notice to the other party.
- b) **Termination.** The Licensor may terminate this Agreement without cause by providing a forty-five (45) days' notice to the Licensee. This Agreement may be terminated earlier as follows: (a) by Licensor upon fifteen (15) days written notice for failure to timely pay any Fees including the Customization and Support Fees, (b) by Licensor, immediately, if the Licensee makes illegal use of the Services (c) by either party upon thirty (30) days written notice in the event the other party materially breaches this Agreement, which breach is not cured within thirty (30) days from the date of such breach, or (d) by either party upon fifteen (15) days written notice in the event of any insolvency, bankruptcy, or similar proceeding by or against the other party including an assignment for the benefit of creditors, appointment of a receiver over assets, an attachment of assets lasting more than thirty (30) days, or the other party ceases to conduct its business operations in the ordinary course of business. The parties' rights and obligations under Sections 3, 4, 8, 9, 10, 11, 12, 13, 14, and 17 shall survive termination of this Agreement.
- c) **Effect of Termination.** Upon termination of this Agreement for any reason, Licensee's right to access the Services and use the Licensed Programs immediately ceases. Termination of this Agreement shall not relieve Licensee of its obligation to pay all Fees including the Customization and Support Fees under this Agreement. If this Agreement is terminated, Licensor shall within fifteen (15) days from such termination, make available to Licensee for download the Licensee Data for period of Fourteen (14) days from such start date of download, provided Licensee has complied with this Agreement and has paid in full all amounts owed to Licensor under this Agreement. Licensee agrees that Licensor shall not be liable to Licensee or any third-party for any termination of the Services.

No Warranties:

LICENSOR MAKES NO WARRANTIES REGARDING THE SERVICES OR THE LICENSED PROGRAM PROVIDED HEREUNDER. LICENSEE ACKNOWLEDGES THAT LICENSOR'S SOLE OBLIGATION IS TO PROVIDE THE SERVICES IN ACCORDANCE WITH **SECTION 2** AND THE SCHEDULES REFERENCED THEREIN. THEREFORE, THE SERVICES AND LICENSED PROGRAM ARE PROVIDED AND ACCEPTED BY

LICENSEE "AS IS," WITHOUT ANY WARRANTY WHATSOEVER. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE SPECIFICALLY EXCLUDED AND DISCLAIMED. LICENSOR DOES NOT WARRANT THAT THE SERVICES OR THE LICENSED PROGRAM WILL MEET LICENSEE'S REQUIREMENTS, WILL OPERATE WITHOUT INTERRUPTION, WILL BE ERROR-FREE, COMPLETELY SECURE, OR THAT ALL FAILURES OF THE LICENSED PROGRAMS WILL BE CORRECTED.

LICENSEE ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF LICENSEE'S PRIVACY, CONFIDENTIAL INFORMATION, AND PROPERTY. LICENSOR DOES NOT PROVIDE ANY WARRANTY FOR MANUFACTURER, SUPPLIER, PROVIDER, ARCHITECTURE, TYPE, OR VERSION OF INFRASTRUCTURE HARDWARE AND SOFTWARE, INCLUDING WITHOUT LIMITATION SERVER, NETWORK, STORAGE, FIREWALL, LOAD BALANCER, and OPERATING SYSTEM.

Quality and Accuracy of Available Information:

Licensee acknowledges that the information available from the use of the Services, Licensor's systems and/or through the interconnecting networks may not be accurate. Licensor makes no representation or warranty of any kind, either express or implied, regarding the quality, accuracy or validity of the data and/or information available from or through use of the Services and such systems and networks. Use of information obtained from or through Services and networks and the use of the Services are at Licensee's sole and absolute risk. LICENSOR SPECIFICALLY DISCLAIMS AND DENIES ANY RESPONSIBILITY FOR THE COMPLETENESS, ACCURACY, OR QUALITY OF THE SERVICES PROVIDED BY IT UNDER THE TERMS OF THIS AGREEMENT.

Limitation of Liability:

LICENSOR SHALL NOT BE LIABLE TO LICENSEE, ITS USERS, OR ANY THIRD-PARTIES FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFIT, LOSS OR CORRUPTION OF DATA, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL OR ANY AND ALL OTHER SIMILAR DAMAGES OR LOSS WHETHER IN CONTRACT, TORT, PRODUCT LIABILITY, OR OTHERWISE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE USE OF THE SERVICES OR THE LICENSED PROGRAM EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LICENSOR'S LIABILITY HEREUNDER TO LICENSEE OR A THIRD PARTY, FROM ANY CAUSE OF ACTION WHETHER IN CONTRACT, TORT, INDEMNITY OR OTHERWISE, EXCEED THE AMOUNTS PAID TO LICENSOR FOR THE SERVICES HEREUNDER GIVING RISE TO THE CLAIM IN THE MONTH IMMEDIATELY PRECEDING THE EVENT(S) GIVING RISE TO THE CLAIM. THIS IS LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THIS AGREEMENT BY LICENSOR. LICENSOR SHALL NOT BE LIABLE FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH LICENSOR DOES NOT HAVE DIRECT CONTROL, INCLUDING BUT NOT LIMITED TO FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES; TELEPHONE OR OTHER INTERCONNECT PROBLEMS; BUGS, ERRORS, CONFIGURATION PROBLEMS, OR INCOMPATIBILITY OF COMPUTER HARDWARE OR SOFTWARE; FAILURE OR UNAVAILABILITY OF INTERNET ACCESS; PROBLEMS WITH INTERNET SERVICE PROVIDERS, OR OTHER EQUIPMENT OR SERVICES RELATING TO LICENSEE'S COMPUTER; PROBLEMS

WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES; PROBLEMS WITH DATA TRANSMISSION FACILITIES, TELEPHONE OR TELEPHONE SERVICE; OR UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, SEVERE WEATHER, EARTHQUAKES OR LABOR DISPUTES. LICENSOR IS NOT RESPONSIBLE FOR ANY DAMAGE TO LICENSEE'S COMPUTER, SOFTWARE, MODEM, TELEPHONE OR OTHER PROPERTY RESULTING FROM LICENSEE'S USE OF THE SERVICES.

Confidentiality and Data Security:

- a) Each party shall have access to information that is confidential to the other party ("Confidential Information") including but not limited to with respect to Licensor, the Licensed Program and the Services, and with respect to Licensee, the Licensee Data, and any other information which is not otherwise readily available in the public domain and specifically including all information marked "confidential", and the pricing terms of this Agreement. Subject to the terms of this Agreement, Licensee and Licensor will protect each other's Confidential Information from unauthorized use, access or disclosure in the same manner as each protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted in this Agreement, Licensee and Licensor may use each other's Confidential Information solely to exercise their respective rights and perform their respective obligations under this Agreement and shall disclose such Confidential Information solely to those of their respective employees, representatives and agents who have a need to know such Confidential Information for such purposes and who are bound to maintain the confidentiality of, and not misuse, such Confidential Information. The provisions of this Section shall supersede any non-disclosure agreement by and between Licensee and Licensor entered prior to this Agreement that would purport to address the confidentiality of Licensee's Data and such agreement shall have no further force or effect with respect to Licensee's Data.
- b) Each party shall comply with their respective obligations under applicable data protection legislation. Licensor does not intend to have access to personally identifiable information ("PII") of Licensee or its users in providing services. Licensee agrees that for providing the Services, the Licensor, shall have the right to access Licensee account to use, modify, reproduce, distribute, display, and disclose Licensee Data solely to the extent necessary to provide the Services, including, without limitation, in response to Licensee support requests. To the extent Licensor has access to Licensee or its User's PII stored on its servers, such access will likely be incidental and Licensee will remain the data controller of Licensee's PII at all times. Licensor will use any PII to which it has access strictly for purposes of delivering the services and support ordered.
- c) Licensor may also access or disclose information about Licensee, Licensee account, or users, including Licensee Data, in order to (a) comply with the law or respond to lawful requests or legal process; (b) protect Licensor's or its customers or partners' rights or property, including enforcement of this Agreement or other policies associated with the Service; (c) act on a good faith belief that such disclosure is necessary to protect personal safety or avoid violation of applicable law or regulation.

Force Majeure:

If Licensor's performance of any obligation under this Agreement is prevented, restricted or interfered with by causes including failure or malfunction of Licensee supplied equipment, disruptions of Internet protocol ("IP") service through intermediate carriers other than Licensor, acts of God, explosions, vandalism, cable cut, storms, fires, floods or other catastrophes, power failure, national emergencies, insurrections, riots, wars, strike, lockouts, boycotts, work stoppages, or other labor difficulties, or any law, order, regulation or other actions of any governmental authority, agency, instrumentality, or of any civil or military authority, then Licensor shall be excused from such performance on a day-to-day basis during such restriction or interference. The Licensor may choose to terminate this Agreement without any obligations, if Force Majeure subsists for a period of more than 30 days.

Notices:

All notices hereunder shall be given in writing by hand delivery, courier service, email or facsimile at the addresses set forth in this Agreement.

General Provisions:

This Agreement is governed by the laws of the country from which Licensee obtained the Software as a Service license, excluding rules as to choice and conflict of law. Parties agree that dispute arises the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. The phrase "the laws of the country in which Licensee obtained the License" in the first sentence of this 17a) is replaced by the following phrases in the countries below:

AMERICAS

In **Canada**: the laws in the Province of Ontario;

In **Mexico**: the federal laws of the Republic of Mexico;

In the **United States, Anguilla, Antigua/Barbuda, Aruba, British Virgin Islands, Cayman Islands, Dominica, Grenada, Guyana, Saint Kitts and Nevis, Saint Lucia, Saint Maarten, and Saint Vincent and the Grenadines**: the laws of the State of Delaware, United States;

In **Venezuela**: the laws of the Bolivarian Republic of Venezuela;

ASIA PACIFIC

In **Cambodia** and **Laos**: the laws of the State of Delaware, United States;

In **Australia**: the laws of the State or Territory in which the transaction is performed;

in **Hong Kong SAR** and **Macau SAR**: the laws of Hong Kong Special Administrative Region ("SAR");

In **Taiwan**: the laws of Taiwan;

In **India**: the laws of India.

EUROPE, MIDDLE EAST, AND AFRICA

In **Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Moldova, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan**: the laws of Austria;

In Algeria, Andorra, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis and Futuna: the laws of France;

In Estonia, Latvia, and Lithuania: the laws of Finland;

In Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe: the laws of England; and

In South Africa, Namibia, Lesotho, and Swaziland: the laws of the Republic of South Africa.

Publicity:

Licensee hereby authorizes and permits Licensor to use Licensee's name in customer lists and other promotional materials naming Licensee as a customer of Licensor and a user of the Services.

Assignment; Subcontract:

This Agreement is not assignable by either party in whole or in part without the written consent of the other party. Notwithstanding the foregoing, Licensor may assign or transfer this Agreement to any of its affiliate. The Agreement shall be assigned to the acquiring party or the merged entity in the event of a merger or a sale of all or a substantial portion of such party's assets or stock or transfer of persons. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, legal representatives, and permitted assigns.

Waiver:

No failure by either party hereto, to exercise and no delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder by either party preclude any other or future exercise of any right hereunder by that party.

Severability:

If any one or more of the provisions of this Agreement is or becomes invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions will not in any way be affected, prejudiced or impaired.

Entire Agreement:

This Agreement, together with the attached Schedules, constitutes the entire understanding and agreement between Licensee and Licensor with respect to the subject matter hereof and supersedes

all proposals and prior agreements and understandings, oral or written, and any other communications between the parties regarding this subject matter. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto (and their respective successors, legal representatives and permitted assigns) any rights, remedies, liabilities or obligations under or by reason of this Agreement.

Execution and Counterparts:

This Agreement may be executed in writing in counterparts or the terms and conditions accepted electronically by the parties in counterparts, which in either case taken together shall constitute one legal instrument.

Schedule A

Services Level Agreement

Service Level Agreement: Licensor's Services Level Agreement ("SLA") is to use reasonable commercial efforts and provide the Licensee with uninterrupted access to the purchased Services 99.00% of the time,.

Monthly Uptime: Monthly Uptime means the percentage calculated as 100% less the ratio of total Unscheduled Downtime in a given calendar month to the total number of hours in that month, rounded to the nearest one-tenth percent (0.1%). For example, if total Unscheduled Downtime is 1.5 hours during a given calendar month, and total number of hours in that month is 744, the Monthly Uptime would be 99.8% (100% - (1.5 / 744)).

Unscheduled Downtime: Unscheduled Downtime is defined as a consecutive period of more than 5 minutes where the Services is unavailable to the Licensee. Unscheduled Downtime does not include periods where the Services is unavailable to the Licensee as a result of: (a) Scheduled Maintenance, (b) Interruptions caused by the negligence, error, or omission of Licensee or others authorized by Licensee to use or modify the Services, (c) Licensee's applications, equipment, or facilities including Licensee premise wiring, (d) Acts or omissions of Licensee, or any use of the Services authorized by Licensee, (e) Reasons of Force Majeure (as defined in the Agreement), (f) Interruptions from Licensee's use of Services in violation of the Licensor's Acceptable Use Policy (Schedule C), (g) Interruptions resulting from a Licensor disconnect for non-payment, (h) Problems in the Licensed Program application that do not preclude use of primary application functions, (i) Interruptions during any period when Licensee has released Services to Licensor for maintenance or rearrangement purpose, or for the installation of a Licensee service order and/or (j) Interruptions during any period when Licensee elects not to release the Services(s) for testing and/or repair and continues to use the Services on an impaired basis. Unscheduled Downtime is measured from the time Services unavailability is reported to Licensor to the time that Services availability is restored.

Scheduled Maintenance: Scheduled Maintenance shall mean any maintenance performed by Licensor or its partners for which Licensee is notified 48 hours in advance. Notice of Scheduled Maintenance will be provided to Licensee's designated point of contact by email. Licensee agrees that it is Licensee's obligation to make sure Licensor has correct contact information for Scheduled Maintenance notification purposes. Licensor shall notify the Licensee by a notice on the Service website eight (8) hours in advance in case of any scheduled maintenance. The Licensee agrees and acknowledges that during such scheduled maintenance the Service may be restricted in part or in entirety for 24 hours or may be less than that.

Error: Error means any reproducible failure of the service to materially conform to the functions of the Service. Licensor shall determine (a) whether such failure constitutes an Error; and (b) the classification of an Error.

Response Time: Response Time means the targeted response times within which Licensor will use commercially reasonable efforts to contact the Licensee.

Severity 1: An Error that severely impacts your use of the service. The situation halts your business operations and no procedural workaround exists.

Severity 2: An Error where the service is available but your usage is severely reduced. The situation is causing a high impact to portions of your business operations and no procedural workaround exists.

Severity 3: An Error that involves partial, non-critical loss of use of the service where there is a medium-to-low impact on your business and your business continues to function, including by using a procedural workaround.

Severity 4: A general usage question, reporting of a documentation error, or recommendation for a future product enhancement or modification or if there is low-to-no impact on your business and your business continues to function, including by using a procedural workaround.

This SLA states Licensee's sole and exclusive remedy for any failure by Licensor to meet this SLA. Licensor shall provide support as per table below:-

Hours of coverage	09:00 A.M. to 06.00 P.M. IST(24x7 for Severity 1)
Support Channel	Web Portal (Phone for Severity 1 tickets)

Response Time	Initial Response	Ongoing Response
Severity 1	1 hour	2 hours
Severity 2	1 hour	4 hours
Severity 3	1 business day	1 business day
Severity 4	2 business days	4 business days

Licensee shall report any issues by sending an email to support@accelerite.com

Licensor reserves the right to make reasonable modifications to this policy at any time by emailing a new version of this document to Licensee or by posting it on Licensor's website at <http://mwm.accelerite.com>
Revisions are effective immediately.

Schedule B

Access to the Services

1. ACCOUNT INFORMATION

Licensee may have to register with Licensor to start using the Services. Licensee agree that the information Licensee provides to Licensor upon registration and at all other times will be true, accurate, current, and complete. Licensee also agrees that Licensee will ensure that this information is kept accurate and up to date at all times. For example, Licensee should notify Licensor if Licensee's mobile device number changes.

2. PASSWORD

When Licensee registers for the Service, Licensee may be asked to provide a password. Licensor recommend passwords that use a combination of upper and lower case letters, numbers, and symbols. As Licensee will be responsible for all activities that occur under Licensee's password, Licensee should keep Licensee's password strictly confidential at all times. LICENSEE MUST NOTIFY LICENSOR IMMEDIATELY OF ANY UNAUTHORIZED USE OF LICENSEE'S PASSWORD OR IF LICENSEE BELIEVE THAT LICENSEE'S PASSWORD IS NO LONGER CONFIDENTIAL AND KNOWN ONLY TO LICENSEE. If Licensor believes for any reason that Licensee's password is no longer secure, Licensor reserves the right to suspend Licensee's account and/or require Licensee to alter the password,. LICENSEE MAY NOT SHARE LICENSEE'S SERVICE ACCOUNT PASSWORD WITH ANY OTHER PERSON FOR ANY REASON. Licensor are not liable for any loss or damage arising from Licensee's failure to comply with the above requirements.

3. USER SUBMISSIONS

- a. Service may allow submission of content and materials (such as pictures, attachments, notes, videos, audio files) by Licensee and other Users ("User Submissions"), and the hosting, sharing and/or publishing of such User Submissions. Licensee shall be solely responsible for Licensee's own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, Licensee affirms, represents, and warrants that: (i) Licensee owns or have the necessary licenses, rights, consents, and permissions to use, and authorize Licensor to use, all intellectual property and any other proprietary rights in and to any and all User Submissions, to enable inclusion and its use in the manner contemplated by Service and this Agreement. For clarity, Licensee shall retain all of Licensee's ownership rights in Licensee's User Submissions.
- b. By submitting User Submissions to Licensor, Licensee grants Licensor a worldwide, non-exclusive, fully paid-up, royalty-free, irrevocable, perpetual license to use, reproduce, distribute, and prepare derivative works of, for sole purpose of fulfilling obligations under this Agreement, without any compensation to Licensee.
- c. Licensor assumes no responsibility whatsoever in connection with or arising from User Submissions. If at any time Licensor chooses, in its sole discretion, to monitor User Submissions, Licensor nonetheless assumes no responsibility for its content, no obligation

to modify or remove any inappropriate User Submissions, and no responsibility for the conduct of the User submitting it.

4. USE OF GOOGLE TERMS

If the Licensee's version of Service uses maps provided by Google, then such maps and information by Google are provided to Licensee under the Google Maps Terms of Use and Privacy Statement, which are hereby incorporated into the Agreement by this reference:

https://www.google.com/enterprise/earthmaps/legal/universal_aup.html

<https://www.google.com/policies/privacy/>

Schedule C

Acceptable Use Policy

This Acceptable Use Policy ("Policy") outlines unacceptable uses of the Services. Licensor may revise the Policy from time to time. Revisions are effective immediately upon posting. Questions about this Policy (for example, whether any contemplated use is permitted) and reports of violations of this Policy should be directed to support@accelerite.com

The Policy:

Licensee agrees to use the Services in accordance with all applicable local, state, and federal laws, and shall not:

- i. Use Services and/or Licensed Program or any location information displayed within Services and/or Licensed Program to "stalk", harass, abuse, defame, threaten, or defraud other users, or collect, attempt to collect, or store location or personal information about other users without their consent;
- ii. Upload, attach, link any offensive, or pornographic materials using Services and/or Licensed Program;
- iii. Use Services and/or Licensed Program for personal/private purpose outside the scope of this Agreement;
- iv. Use Services and/or Licensed Program for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, data protection and privacy, rights of publicity, and import or export control;
- v. Impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Services and/or Licensed Program account of other users;
- vi. Share Services and/or Licensed Program issued passwords or access to Licensee's mobile device while Services and/or Licensed Program is running and accessible with any third-party or encourage any other user to do so;
- vii. Misrepresent the source, identity, or content of information transmitted through Services and/or Licensed Program;
- viii. Remove, circumvent, disable, damage, or otherwise interfere with security-related features of the Services and/or Licensed Program or features that enforce limitations on use of Services and/or Licensed Program;
- ix. Intentionally interfere with or damage operation Services and/or Licensed Program or any other users/Enterprises by any means, including uploading or otherwise disseminating viruses, worms, or other malicious code;
- x. Post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be objectionable, libelous, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive or inappropriate, regardless of whether this material or its dissemination is lawful;

- xi. Post, store, send, transmit, or disseminate any information or material which infringes any patents, trademarks, trade secrets, copyrights, or any other proprietary or intellectual property rights;
- xii. Use Services and/or Licensed Program in connection with hazardous environments requiring fail-safe performance or any application in which the failure or inaccuracy of that application or Services and/or Licensed Program could lead directly to death, personal injury, or severe physical or property damage;
- xiii. Attempt to gain unauthorized access to Services and/or Licensed Program, or any part of it, other accounts, computer systems or networks connected to the Services and/or Licensed Program, or any part of it, through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the Services and/or Licensed Program or any activities conducted on the Services and/or Licensed Program;
- xiv. Use any robot, spider, scraper, or other automated means to access Services and/or Licensed Program Services for any purpose without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to Services and/or Licensed Program or modify Services and/or Licensed Program in any manner or form, nor to use modified versions of the Services and/or Licensed Program, including (without limitation) for the purpose of obtaining unauthorized access to Services and/or Licensed Program;
- xv. Sell or transfer or allow another person to access Licensee's account suspension of service;
- xvi. Engage in any other activity deemed by Licensor to be in conflict with the spirit or intent of this Agreement or any Licensor policy as examples listed in this Policy are not exhaustive;

Failure to Comply:

Failure to comply with this Policy in Licensor's reasonable judgment may result in the immediate termination of Services, responding to law enforcement requests, or any other action deemed necessary by Licensor in order to protect its network, customer relationships, and commitment to the highest possible quality of service. Licensor will cooperate with law enforcement in cases where the Services are being used for any suspected illegal activity.

Reporting Violations:

Violations of this Policy are unethical and may be deemed criminal offenses. Licensee shall report to Licensor any information Licensee may have concerning instances in which this Policy has been or is being violated. Licensor may at any time initiate an investigation of any use of the Services for compliance with this Policy and Licensee agrees to cooperate.

Malicious Activity:

Intended: Attempts to exploit other devices or services on and off of Licensor's hosted service without the permission or implied permission of that party are not permitted. Violations of system or network security may result in criminal and civil liability. Licensor will cooperate with law enforcement if a criminal violation is suspected. Licensor will limit any traffic from the offending device or network immediately.

Unintended: Licensor will notify customers of an exploited device being used for potential malicious activity. If the activity is causing severe damage or strain to other devices or networks, Licensor will limit traffic to and from that device immediately. Otherwise Licensor will notify the customer and give a reasonable amount of time to secure the device before limiting traffic to and from that device.