

**Good Technology  
Good Deployment Services  
Terms and Conditions**

GOOD TECHNOLOGY CORPORATION (TOGETHER WITH ITS AFFILIATES, "GOOD") AGREES TO PERFORM CERTAIN SERVICES (COLLECTIVELY KNOWN AS THE "GOOD DEPLOYMENT SERVICES" OR "THE SERVICES") FOR YOU ("CUSTOMER") IN CONNECTION WITH THE GOOD PLATFORM™ SET FORTH HEREIN. THE TERMS AND CONDITIONS OF ANY SERVICES ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY CUSTOMER ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

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A. **Overview:** The work to be performed by Good consulting engineers for Customer shall be on a time and materials basis as detailed in the Good deployment service package specification document. The goal of the Good Deployment Services is to provide training and assistance to Customer with the deployment of Customer's implementation of Good software.

B. **Communications:** During the course of the project, on-going, regular communication will be established through mutually agreed conference calls, email, and when onsite work is performed in person, meetings. Good will provide a log of time spent on support on a weekly basis and Good and Customer will have bi-weekly review meetings

C. **Facilities; Backups:** Customer will provide any required equipment and facilities for all activities occurring at a Customer's site (e.g., Good training and onsite work). Customer shall also provide a working environment comparable with that used by the Customer's own development team, as reasonably necessary for Good to perform the services. Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Services.

D. **Payment Terms:** Orders are not binding upon Good until accepted by Good. As payment for the Good Deployment Services, Customer shall pay the amounts stated in the Good order form, in addition to travel costs and expenses, which shall require Customer's written approval. Payment shall be in U.S. Dollars or such other currency specified in the Good order form. Payment terms shall be net thirty (30) days from invoice date. Good shall report to Customer on an hourly basis at the end of each calendar week in which services were delivered, for the services delivered in that week. Customer will provide Good's assigned Program Manager with email confirmation of receipt and acceptance of the services rendered on a weekly basis and promptly following the completion of the project. All services shall be deemed to be delivered, and on no account shall Good be obligated under to deliver further services beyond sixty (60) days after the date specified on the Services order form.

E. **Intellectual Property:** These terms and conditions cover only the services component of the Deployment Services project. Good will exclusively be performing services and providing training relevant to Good's GFE solution and not be doing any custom software development for Customer pursuant to these terms and conditions. Customer therefore acknowledges and agrees that no new intellectual property is being created or delivered to Customer in the course of Good's delivery of the Services and Customer is hereby granted no ownership or license to use any Good intellectual property. Customer's use of any Good software shall be governed by the terms of an applicable license agreement between the parties.

F. **Warranties; Support:** Good warrants that the Services shall be performed in a good and professional manner, and where applicable, in accordance with engineering practices generally accepted in the United States of America. Customer must notify Good within one week of the occurrence of any breach of warranty. In the event of a breach by Good of the foregoing warranty, Customer's sole and exclusive remedy for that breach is the re-performance of the relevant Services by Good at Good's expense. GOOD HEREBY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, WITH

RESPECT TO THE SERVICES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, DESIGN OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR WARRANTIES CONCERNING THE NON INFRINGEMENT OF THIRD PARTY RIGHTS. NO WARRANTY IS PROVIDED AND NO LIABILITY IS ASSUMED BY GOOD REGARDING DATA PROTECTION OR SECURE PROCESSING OR STORAGE OF ANY CUSTOMER DATA.

**G. Liability Limitation:** NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GOOD'S, ITS RESELLERS' AND ITS SUPPLIERS' AGGREGATE LIABILITY TO CUSTOMER UNDER ANY STATEMENT OF WORK OR PROFESSIONAL SERVICES ENGAGEMENT WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO GOOD UNDER SUCH STATEMENT OF WORK OR ENGAGEMENT.

**H. Assignment:** This agreement for services may not be assigned without the prior written consent of Good; provided, however, that Customer and Good shall be permitted to assign, without the consent of any other party, all, but not less than all, of its rights, duties and obligations under this agreement in connection with the sale of its entire or substantially its entire business, whether by merger, consolidation, sale of stock or equity interest, sale of all or substantially all assets or otherwise.

**I. Relationship of the Parties.** Each of the parties shall at all times during the term of this Agreement act as, and shall represent itself to be, an independent contractor, and not an agent or employee of the other. Nothing stated in this Agreement will be construed as creating the relationships of joint venturers, partners, employer and employee, franchisor and franchisee, master and servant, or principal and agent.

**J. Miscellaneous:** For Customers domiciled in the United States of America, these terms and conditions shall be governed and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. For Customers domiciled outside the United States of America, these terms and conditions shall be governed and construed in accordance with the laws of England and Wales. Any litigation will be brought exclusively in San Mateo County, California (or London, England for Customers domiciled outside the United States of America), and customer consents to the jurisdiction of the courts located therein, submits to the jurisdiction thereof and waives the right to change venue. Customer further consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding. There are no intended third party beneficiaries hereto, and, if the laws of England and Wales are applicable, no terms or conditions are enforceable pursuant to the Contract (Rights of Third Parties) Act 1999 by any person who is not a party to this agreement. No third party is authorized to modify this agreement or to make any warranties, representations or promises which are different from those set forth in this agreement without express written permission from Good. If any of the above provisions are held to be in violation of applicable law, void, or unenforceable in any court of competent and appropriate jurisdiction, then such provisions are herewith waived to the extent necessary for this Agreement to be otherwise enforceable in such jurisdiction.

**K. Entire Agreement:** Together with the Good order form, these terms and conditions constitute the complete and exclusive agreement between the parties concerning the Good Deployment Services and supersede all prior or contemporaneous agreements or understandings.

IN WITNESS WHEREOF, the parties indicate their acceptance by the signature of their duly authorized representatives.

GOOD TECHNOLOGY

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("CUSTOMER")

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Signature

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Signature

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Name

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