GOOD APPCENTRAL

TERMS AND CONDITIONS

These Good AppCentral Terms and Conditions ("Agreement") constitute a legally binding agreement between Good Technology Corporation ("Good"), and the legal entity or organization that you represent (hereinafter "Customer" "You" or "Your") and shall be effective as of the date You first use the Good AppCentral software and services (the "Effective Date"). This Agreement governs Your use of the Good AppCentral software and services, including any updates, supplements, Internet-based services, and support services provided by Good or its agents with respect to the Good AppCentral software (collectively, the "Good AppCentral Service").

BY USING GOOD APPCENTRAL, YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THEM, DO NOT COPY, INSTALL, OR USE ANY PORTION OF THE SOFTWARE. BY USING GOOD APPCENTRAL, YOU UNDERSTAND AND AGREE THAT THE GOOD APPCENTRAL SERVICES WILL BE HOSTED ON A THIRD PARTY CLOUD SERVICES PROVIDER'S PLATFORM, OVER WHICH GOOD HAS NO CONTROL.

The individual who executes this Agreement or first installs or uses any portion of the Good AppCentral Software or Service is acting as Your agent and is authorized to bind You. Accordingly, the installation or use of the Good AppCentral Software or Service is Your acceptance and agreement to be bound by all of the terms and conditions contained herein. This Agreement includes the terms set forth below and any additional terms set forth in any Order entered into by the parties, which are hereby incorporated expressly by reference.

1.   SERVICES AND SUPPORT

1.1   Subject to the terms and conditions of this Agreement, Good will use reasonable efforts to provide the Good AppCentral Service as specified in each Order Form that is submitted by you and accepted by Good. As part of the registration process for Good AppCentral, Customer will identify an administrative user name and password for Customer's Good AppCentral account ("Account"). Customer may use the administrative user name and password to create standard users (each with a user password) up to the maximum number permitted in the Order Form. Good reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2   By using the Good AppCentral Services, you understand and agree that Good will use reasonable efforts to provide the Good AppCentral Services, but that Good makes no representations or warranties whatsoever about the availability or quality of the Good AppCentral Services.

2.   RESTRICTIONS AND RESPONSIBILITIES

2.1   Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Good AppCentral Services or any software, documentation or data related to the Good AppCentral Services ("Software"); modify, translate, or create derivative works based on the Good AppCentral Services or any Software; or copy (except for archival purposes), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Good AppCentral Services or any Software; use the Good AppCentral Services or any Software for timesharing or service bureau purposes or (except as expressly permitted by the Services) otherwise for the benefit of a third party; or remove or obscure any proprietary notices or labels. Good shall own and retain all right, title and interest in and to (a) the Good AppCentral Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Professional Services, and (c) all intellectual property rights related to any of the foregoing.

2.2   Customer represents, covenants, and warrants that Customer will use the Good AppCentral Services only in compliance with Good's standard policies then in effect (the "Policy") and all applicable laws (including but not limited to policies and laws related to spamming, privacy (including but not limited to any European privacy laws), intellectual property, consumer and child protection, obscenity or defamation). Customer hereby agrees to indemnify and hold harmless Good against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of the Good AppCentral Services. Although Good has no obligation to monitor the content provided by Customer or Customer's use of the Good AppCentral Services, Good may do so and may remove any such content or prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.3   Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Good AppCentral Services, including, without limitation, mobile devices, modems, hardware, servers and software (collectively, "Equipment"). Customer shall be responsible for ensuring that such Equipment is compatible with the Good AppCentral Services (and, to the extent applicable, the Software) and complies with all configurations and specifications set forth in Good's published policies then in effect. Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3.   PAYMENT OF FEES

3.1   Customer will pay Good the then applicable fees for the Good AppCentral Services for the number of users set forth in the Order Form and any fees for Professional Services set forth in an SOW (the "Fees"). If Customer's use of the Good AppCentral Services exceeds the Service Capacity set forth on the Order Form (if any), Customer shall be billed for the excess usage over the Service Capacity and Customer agrees to pay the additional fees in the manner provided herein. Currently applicable Fees are set forth in the Order Form and in any applicable SOW. Good reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Good has billed Customer incorrectly, Customer must contact Good no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Good's Customer Support department.

3.2   Good may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Good thirty (30) days after the mailing date of the invoice, or the Services may be terminated. Unpaid invoices are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. Customer shall be responsible for all taxes associated with Good AppCentral Services other than U.S. taxes based on Good's net income.

4. TERMINATION

4.1   Subject to earlier termination as provided below, this Agreement is for the initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Service Term, unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

4.2   In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or ten (10) days in the case of nonpayment), if the other party breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Good AppCentral Services are provided. Upon any termination, Good may, but is not obligated to, delete archived data.

4.3   All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

5. WARRANTY AND DISCLAIMER

Good shall use reasonable efforts consistent with prevailing industry standards for applications hosted on third party clouds to maintain the Good AppCentral Services in a manner which minimizes errors and interruptions in the Good AppCentral Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Good or by third-party providers, or because of other causes beyond Good's reasonable control, but Good shall use reasonable efforts to provide advance notice in writing or by email of any scheduled service disruption, if possible. HOWEVER, GOOD DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND GOOD DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

6. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, GOOD AND ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND GOOD'S REASONABLE CONTROL, EVEN IF GOOD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO GOOD FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

7. U.S. GOVERNMENT MATTERS

Customer acknowledges that Customer alone has the authority to determine and control the sending to standard users of the Good AppCentral (client) Application, and content selected by Customer. As such, under the U.S. Export Administration Regulations ("EAR"), Customer is the "exporter" of any of the foregoing content in such instance that Customer makes such content available for download outside the United States. Customer further acknowledges that, in the event it wraps its content with the Good Dynamics software, Customer has thereby created a new "encryption item" that may subject Customer to specific reporting, filing, and/or other obligations under the EAR. Customer represents that it will not export or cause to be exported from the United States, or reexported from a third country, any of the Good AppCentral (client) Application, Customer's content, or Customer's content wrapped with the Good Dynamics software, except in full compliance with the EAR, the Foreign Assets Control Regulations of the United States Department of Treasury's Office of Foreign Assets Control ("OFAC"), the International Traffic in Arms Regulations of the United States Department of State's Directorate of Defense Trade Controls, and any other United States or foreign agency or authority (collectively, the "Export Control Laws"). Customer further represents that, prior to making available through the Services for download to standard users any of the Good AppCentral (client) Application, Customer's content, or Customer's content wrapped with the Good Dynamics software, Customer has satisfied all applicable Export Control Laws. Without limiting the foregoing, Customer agrees that it will not use the Good AppCentral Services to export or reexport, or cause to be exported or reexported, anything to Cuba, Iran, Sudan, North Korea, or Syria; to any person or entity identified on OFAC's Specially Designated Nationals List or the Bureau of Industry and Security's Denied Persons or Entity Lists, as each is amended from time to time; or for the purpose of nuclear, biological, or chemical weapons proliferation or missile development.

8. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by Customer except with Good's prior written consent. Good may transfer and assign any of its rights and obligations under this Agreement without consent. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Good in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions, and all disputes related to this agreement shall be resolved in the state or federal courts located in Santa Clara County, California, to whose exclusive jurisdiction You agree to submit.