

Relution End User License Agreement (EULA) – Published Feb 1, 2017

IMPORTANT! READ THIS DOCUMENT CAREFULLY.

THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT (THE “EULA”) CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR, IF PURCHASED OR OTHERWISE ACQUIRED BY OR FOR AN ENTITY, SUCH ENTITY) (“CUSTOMER”) AND M-WAY SOLUTIONS WITH RESPECT TO USE OF THE PROPRIETARY RELUTION® SOFTWARE. BY (1) EXECUTING A RELUTION® ORDER, (2) INSTALLING, COPYING, DOWNLOADING OR OTHERWISE ACCESSING THE SOFTWARE, (3) ELECTRONICALLY ACCEPTING, OR (4) EXECUTING THIS EULA, CUSTOMER COMPLETELY AND UNEQUIVOCALLY AGREES TO BE BOUND BY THE TERMS OF THIS EULA WITHOUT MODIFICATION. IF CUSTOMER DOES NOT INTEND TO BE LEGALLY BOUND TO THE TERMS AND CONDITIONS OF THIS EULA, CUSTOMER MAY NOT ACCESS OR OTHERWISE USE THE SOFTWARE AND MUST PROMPTLY RETURN ALL COPIES OF THE SOFTWARE AND DOCUMENTATION IN THE MANNER PROVIDED HEREIN.

In consideration of the mutual covenants herein expressed, and other true and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1 DEFINITIONS. The following capitalized terms shall have the meanings and applications set forth below:

1.1 “Affiliate” means any entity controlling, under common control with or controlled by a party, such common control or control being defined as the ownership of more than fifty percent (50%) of the voting equity of the entity or ownership of securities to which are attached voting rights capable of electing more than fifty percent (50%) of the entity's board of directors. Any Affiliate of Customer may use a Software License granted hereunder and, by doing so, agrees to be bound to the terms and conditions hereof, in which case all references to Customer shall be

deemed to be references to Affiliate with respect to such Affiliate's usage. Customer and its Affiliate shall be jointly and severally liable hereunder. Notwithstanding the foregoing, no M-Way Solutions Competitor will be considered a Customer Affiliate.

1.2 "M-Way Solutions" means M-Way Solutions GmbH and/or any applicable Affiliate entity performing obligations hereunder or with which Customer executes a Relution® Order.

1.3 "M-Way Solutions Competitor" means any entity that licenses or provides any software, product, or service that is competitive with the Software including companies listed in the Gartner, Inc. "MDM Magic Quadrant" or similar industry publications.

1.4 "Customer Content" means any and all data, applications, files, information or materials accessed, transmitted, uploaded, published or displayed through the Software or Hosted Service by Customer, Users, or any third party users and/or their Devices. Customer Content does not include Relationship Data or Usage Data.

1.5 "Customer Personal Data" means personally identifiable information from or about an individual either provided by Customer, Customer's Users or a Device to M-Way Solutions in connection with the Software and/or the Hosted Service. Customer Personal Data does not include Relationship Data or Usage Data.

1.6 "Delivery Date" means the date Customer is first granted access to the Software under the applicable Software License.

1.7 "Device" means Customer's mobile device(s), including but not limited to mobile phone(s), smartphone(s), tablet computer and computing device(s), personal digital assistant(s) (PDAs), and any similar or similarly functioning electronic devices, which may be monitored and managed by the Software, whether owned by Customer or by Customer's Users.

1.8 “Documentation” means only those written release notes, user guides, and implementation guides published by M-Way Solutions and supplied or made available to Customer by M-Way Solutions.

1.9 “Effective Date” means the date on which Customer accepts or is deemed to accept this EULA as provided herein, or if physically executed, the date of last signature.

1.10 “Embedded Software” means any software provided as an included part of the Software that is owned by one or more third parties and licensed to M-Way Solutions. For the avoidance of doubt, Third Party Software does not include Embedded Software.

1.11 “Enhancements” mean subsequent versions, releases, or upgrades of the Software which M-Way Solutions makes generally available as a part of Maintenance and without payment of an additional License fee.

1.12 “Hosted Services” mean the services provided to host, on M-Way Solutions’s servers on Customer’s behalf, the necessary Software to allow communication, control functions, or share content with Devices via internet-based consoles.

1.13 “Hosted Services Policy” means M-Way Solutions’s hosted services policy governing the provision of Hosted Services, as amended from time to time by M-Way Solutions and posted on the M-Way Solutions website, and incorporated by reference herein.

1.14 “Maintenance” means, for customers who are current on Maintenance fees, maintenance and support services performed in accordance with M-Way Solutions’s Maintenance Specifications, and also include access to Updates provided to other licensees of the Software, as well as any Enhancements generally distributed by M-Way Solutions, in its sole discretion.

1.15 “Maintenance Specifications” mean M-Way Solutions’s Maintenance policies and specifications policy governing the provision

of Maintenance, as amended from time to time by M-Way Solutions and posted on the M-Way Solutions website.

1.16 “Named User” means Customer’s single designated User of the Software on an enrolled Device.

1.17 “Order” means an M-Way Solutions quote, purchase order, and/or any other form or writing that is physically or electronically executed by both Customer and M-Way Solutions (or Reseller, as applicable) pursuant to which Customer seeks to purchase the offerings subject to this EULA. This EULA is incorporated by reference into any Order without modification. The Order sets forth, as applicable, the (i) number of licenses, (ii) type of Software, (iii) type of license, (iv) pricing, and (v) hours and cost of any Software Related Services to be provided.

1.18 “Relationship Data” means personal information that M-Way Solutions collects during the activation and maintenance of Customer’s account. It may include names and contact details of Customer personnel involved in maintaining or using the Software and/or Hosted Service. It does not include information collected through the publicly accessible portions of M-Way Solutions’s webpages, which is subject to the privacy policy posted on those webpages.

1.19 “Software Related Services” mean Software-related services performed by M-Way Solutions as reflected in an Order or in an SOW pursuant to an Order or an SOW such as installation, activation, training, software configuration, hosting environment configuration, modification, integration, reconfiguration, assessment, optimization, or other Software-related services and excludes professional services for the development of custom software or other intellectual property (which would be governed by a separate agreement).

1.20 “Software” means the Relution® proprietary software in machine-readable, object code form only as delivered by M-Way Solutions and that is more fully described in the Order, including any Embedded Software or any Update or Enhancement made available to Customer pursuant to any Maintenance purchased by Customer.

1.21 “SOW” means a statement of work executed by the parties, specifying the terms and conditions, deliverables, and compensation for delivery of Software Related Services or other items.

1.22 “Third Party Appliance” means an off-the shelf, third party manufactured, computer hardware appliance (a server) that is provided by M-Way Solutions and on which a third party operating system and other third party operating software is loaded by the third party manufacturer and on which components of the Software are loaded to support up to a recommended maximum 2,500 Device deployment.

1.23 “Third Party Software” means any software or other product that is (i) owned by one or more third parties; (ii) licensed by M-Way Solutions from such third parties; (iii) not included as a part of the Software; and (iv) subsequently sublicensed by M-Way Solutions to Customer, as reflected in an M-Way Solutions Order.

1.24 “Updates” mean corrections to the current version of the Software provided as a part of Maintenance.

1.25 “Usage Data” means aggregated anonymized technical data about Customer’s and Users’ use of the Software and/or Hosted Services and User’s Devices, including but not limited to: Relution account identification number; Device make and model; Device operating systems; operating system versions; the total number Devices running; the number of active Devices; dates and times of Relution console logins; Device ownership type; application names, identifiers, versions, whether the application is public or managed; database actions taken; external calls, HTTP requests and browser load pages made by the Software/Hosted Service; errors made by the applications running in the Software/Hosted Service; and the amount of memory and CPU usage across the Software/Hosted Service.

1.26 “User” means Customer’s authorized individual user of a Device, the Software, or the Hosted Service.

2 LICENSE GRANT. All licenses granted hereunder are limited, revocable (as provided herein), nonexclusive, non-transferable, worldwide, non-sublicensable licenses to the Relution Software (each a “Software License”). The Software components provided under each Software License include those necessary for the number of Users and type of Devices indicated on each Order. Any Affiliate of Customer may use any Software License granted hereunder and, in such event, all references to Customer shall be deemed to be references to the applicable Customer or Affiliate. All Software Licenses are subject to (i) the terms, conditions and restrictions set forth in this EULA and (ii) the fees set forth in the applicable Order and the payment requirements set forth in this EULA. All Software Licenses are granted solely for the purposes set forth in this EULA. If M-Way Solutions is to provide Hosted Services pursuant to an Order or SOW, they will be provided as described herein.

2.1 Subscription License. To the extent reflected in an Order, a Software License provided for the use of the Software on a subscription basis shall be hereinafter referred to as a “Subscription License.” The term for Subscription Licenses shall be one (1) year, unless another term is specified in the Order (the “Subscription Period”). The initial Subscription Period begins on the Delivery Date of the first Subscription License. In the event additional Subscription Licenses are added during a Subscription Period, such Subscription Licenses shall be coterminous with the then current Subscription Period and the fees for the same shall be prorated accordingly. Unless Customer terminates Subscription Licenses by notifying M-Way Solutions at least sixty (60) days prior to the expiration of a Subscription Period, such Subscription Licenses shall automatically renew for an additional Subscription Period.

2.2 Perpetual License. To the extent reflected in an Order, a Software License provided for the use of the Software on a perpetual basis for the term of this EULA shall be hereinafter referred to as a “Perpetual License.”

2.3 Freemium License. If Customer is licensing the Software within the limitations of the unpaid version (“Freemium account), the Software shall

be limited in its features, number of users and/or devices at M-Way Solution's sole discretion. M-Way Solutions reserves the right to delete the Freemium Account, should the customer not use it for more than ninety (90) days. Under the Freemium license, the Software and any related Hosted Services are provided "AS IS" without any additional warranty of any kind and Customer understands and agrees no other warranties stated herein shall be applicable.

2.4 General License Provisions. In connection with any Software License, Customer may make a reasonable number of copies of the Software for backup, disaster recovery, and/or archival purposes, provided Customer also reproduces on such copies any copyright, trademark, or other proprietary marking and notice contained in the Software and/or Documentation and does not remove any such marks from the original. As specified in an Order, if the Software is licensed on (i) a per Device basis, then the Software may only be used or accessed by Customer on no more than the number of Devices specified on each Order, and the Software License for the Software may be transferred from Device to Device (except that Software Licenses for Printers may only be transferred between Printers); (ii) a per Named User basis, then the Software may only be used or accessed by Customer on no more than the number of Named Users specified on each Order (with a maximum number of three (3) Devices per Named User), and the Software License for the Software may be transferred from Named User to Named User. There is no limit on the number of computers from which the Devices may be monitored using the Software. Customer will be fully responsible for User's compliance with terms and conditions of this EULA and any breach of this EULA by a User shall be deemed to be a breach by Customer. Other than Embedded Software, Customer shall be responsible for activating, obtaining, and/or maintaining any third party components, hardware, or software that become necessary or desirable.

3 LICENSE RESTRICTIONS. With respect to Software Licenses where Customer possesses the Software, Customer shall use industry-standard physical, logical, and electronic security and confidentiality systems to protect the Software, using at least the same degree of care

it utilizes for the protection of its own software and other confidential and proprietary information. The restrictions set forth in this Section, including all subsections, shall hereafter be referred to as the “License Restrictions.” With respect to each Software License, Customer further agrees that it:

3.1 Shall not share with or assign, copy, sublicense, transfer, lease, rent, sell, distribute, install, or otherwise provide to any non-Affiliate party (other than Users) (i) the Software License, (ii) the Software; (iii) any use or application of the Software; or (iv) Customer’s rights under this EULA, nor shall Customer pledge as security or otherwise encumber, the Software;

3.2 Shall use the Software solely (i) within Customer’s ordinary business operations, (ii) in accordance with all applicable laws and regulations, and (iii) as provided in this EULA, the Documentation, and any supplemental limitations specified or referenced in the relevant Order, if any;

3.3 Shall not use the Documentation except for supporting its authorized use of the Software;

3.4 Shall not use the Software or any of its features to invade the privacy of any person or otherwise violate any law, including, but not limited to, by usage of GPS functionality, location/tracking services, and the like;

3.5 Other than as expressly set forth in this EULA, shall not (i) modify, adapt, translate, duplicate, disassemble, decompile, reverse assemble, reverse compile, or reverse engineer, or take similar action with respect to the Software for any purpose, or (ii) attempt to discover the underlying source code or algorithms of the Software (unless enforcement is prohibited by applicable law and then, only to the extent specifically permitted by applicable law, and then only upon providing M-Way Solutions with reasonable advance written notice and opportunity to respond);

3.6 For the purpose of designing, modifying, or developing software or services similar in purpose, scope, or function to the Software, shall not engage in competitive analysis, benchmarking, use, evaluation or viewing of the Software or Documentation or create any derivatives based upon the Software, whether for Customer's internal use or for license or for resale;

3.7 Shall not use the Software without obtaining its own Apple Push Notification services (APNs) Certificate from Apple Inc. if Customer uses the Software to manage Devices running on Apple operating systems;

3.8 Shall not employ any M-Way Solutions Competitor to use the Software on Customer's behalf, view the Software or Documentation, or provide management, staging, support, hosting, or similar services with regard to the Software without the prior written consent of M-Way Solutions, and

3.9 Shall not permit any party, whether acting directly or on behalf of Customer, to breach or violate any of these License Restrictions.

4 THIRD PARTY SOFTWARE AND THIRD PARTY APPLIANCE. Third Party Software and/or Third Party Appliances ("Third Party Products") may be provided in addition to the Software as a convenience for Customer, but are not required or necessary for the use of the Software. If any Third Party Products are delivered to Customer pursuant to an M-Way Solutions Order, with respect to such Third Party Products M-Way Solutions hereby (i) assigns, sublicenses, or passes through to Customer all assignable warranties, representations, covenants, and indemnities granted to M-Way Solutions by any third party in connection therewith along with the remedies for breach of such. To the extent that M-Way Solutions is not permitted to take one or more of the foregoing actions, M-Way Solutions will, at Customer's request and expense, enforce the foregoing protections on behalf of Customer to the extent permitted to do so under the terms of the applicable third party license. Other than the foregoing, all Third Party Products listed in an M-Way Solutions Order are provided "AS IS," with no other warranties of any kind. Any Third Party Software sublicense will terminate when this EULA

terminates, when the Software License terminates, or when the Software is no longer being used by Customer. Third Party Software shall be subject to the License Restrictions. IN NO EVENT WILL M-WAY SOLUTIONS BE LIABLE FOR THE PERFORMANCE OF ANY THIRD PARTY PRODUCT OR THE BREACH OF ANY WARRANTY RELATED THERETO. M-WAY SOLUTIONS SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES (INCLUDING ANY WARRANTY OF NON-INFRINGEMENT) AND DISCLAIMS ALL LIABILITY, INCLUDING ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION, ANY LOST PROFITS OR SAVINGS, AND ANY LOSS OR DAMAGE, CAUSED BY ANY THIRD PARTY PRODUCT.

5 MAINTENANCE. Maintenance shall be provided in accordance with M-Way Solutions' then-current Maintenance Specifications. Maintenance is offered only for the Software. M-Way Solutions will provide Maintenance for prior releases and versions for a period of one (1) year following the initial release date of the superseding release or version.

5.1 Subscription License. All Subscription Licenses include Maintenance. Maintenance may not be separated from the Subscription License and may not be terminated without also terminating the Subscription License.

5.2 Perpetual License. With all Perpetual Licenses, Customer shall subscribe to Maintenance for twelve (12) month periods (each a "Maintenance Period"). Customer hereby subscribes to Maintenance at the price set forth in the Order and the initial Maintenance Period begins on the effective date of the relevant Order. Customer may not elect to exclude any of the Software Licenses from Maintenance during the Maintenance Period. At least thirty (30) days prior to the expiration of a Maintenance Period, Customer may (i) elect to renew Maintenance at M-Way Solutions' then-current rates, or (ii), elect not to renew Maintenance. If no written notice of non-renewal is provided to M-Way Solutions prior to the expiration of a Maintenance Period, there shall be an automatic renewal of Maintenance at M-Way Solutions's then-

current rates as determined in accordance with this EULA. In the event Customer adds Devices under a Perpetual License during a Maintenance Period, the Maintenance fees for such licenses shall be coterminous with the then current Maintenance Period. Devices shall be prorated from the date they are added to the end of the then-current Maintenance Period. If M-Way Solutions is providing Hosted Services in a shared environment in connection with Devices under Perpetual Licenses and Customer elects to terminate Maintenance or is not current with Maintenance fees or Hosted Service fees, then M-Way Solutions may suspend the Hosted Services, with no further obligation or liability, until such time as the Hosted Service fees are brought current, Maintenance is reinstated, and/or the Maintenance fees are brought current, as the case may be.

5.3 Freemium License. With respect to any Freemium License, Customer will be entitled to receive Maintenance during the Trial Period and no payment of Maintenance fees shall be required.

6 ADDITIONAL WORK. To the extent that M-Way Solutions is requested to provide additional Software Related Services to Customer (such as training or installation), they shall be provided pursuant to an Order or SOW, billed at M-Way Solutions' then-current rates for Software Related Services, and invoiced to Customer. Software Related Services provided on Customer's premises shall be subject to M-Way Solutions' reimbursement policies.

7 HOSTED SERVICES. Hosted Services are provided when M-Way Solutions will host the Software on Customer's behalf, as set forth in the Order. Hosted Services are provided in accordance with M-Way Solutions' Hosted Services Policy.

8 ADDITIONAL ORDERS. In the event that Customer wishes to place additional Devices under a Software License or avail itself of any other offerings set forth herein, the parties shall execute an Order detailing the number and type of additional Software Licenses and/or other offerings to be obtained. Pricing for such Orders shall be as set forth in the original Order, subject to any pricing changes made

pursuant to this EULA, or, if no pricing is provided in the original Order, M-Way Solutions' then-current published prices shall apply.

9 PATENT OBLIGATIONS; RESELLERS.

9.1 Payment Obligations. All fees payable hereunder are due and payable within thirty (30) days of the date of invoice. Any amounts not subject to a good faith dispute that are not paid within forty-five (45) days of the date of invoice will incur interest at a rate equal to the lower of one percent (1.0%) per month or the highest rate then permitted by law. Additionally, M-Way Solutions may suspend Hosted Services and/or Maintenance until the undisputed portion of Customer's account is brought current. All fees and charges referred to herein (including those shown in an Order, an SOW, or any invoice) are exclusive of taxes. Taxes imposed by government agencies, with the exception of franchise taxes and taxes based upon the net income of M-Way Solutions, whether based upon the Software, services, their use, or this EULA (including sales and use taxes) are an additional obligation of Customer. For any future period, M-Way Solutions may increase any or all fees payable hereunder; provided, however, that (i) no fee increase shall become effective until sixty (60) days after M-Way Solutions notifies Customer in writing of such fee increase and (ii) each increase shall not exceed M-Way Solutions' then-current published prices. In the event Customer utilizes the Software with a number of Devices in excess of the number of Software Licenses set forth in an Order, Customer shall be obligated to pay the relevant Software License fees, together with any applicable Maintenance or Hosted Services fees, prorated for the then-current term.

9.2 Resellers. Where separately agreed, Customer may purchase Software Licenses and other offerings hereunder from an M-Way Solutions authorized reseller ("Reseller"), in which case all payments will be to Reseller under the terms agreed between Customer and Reseller. Where Customer purchases any offerings hereunder through a Reseller, any refunds or credits set forth herein (whether as part of a warranty, Hosted Services, or otherwise) shall only apply to the extent the Customer has paid the relevant fees directly to M-Way Solutions.

Should Customer and Reseller terminate their business relationship; in the event Reseller files for bankruptcy protection, sells all or substantially all of its assets, or ceases to do business in the ordinary course; or if Customer otherwise desires to do so, Customer may purchase any offerings as set forth in this EULA directly from M-Way Solutions. In the event that Customer purchases the Software or other M-Way Solutions offerings through an a Reseller and such Reseller has granted Customer rights not contained in this EULA, Customer's sole course of action in the event of a dispute regarding those rights shall be against the Reseller.

10 CONFIDENTIALITY AND PROPRIETARY RIGHTS.

10.1 Confidentiality. In the course of performance of this EULA, either party ("Discloser") may find it necessary to disclose to the other party ("Recipient"), or Recipient may otherwise obtain from Discloser, certain proprietary information or materials, which are in tangible form and labeled "confidential" or the like, or, information which a reasonable person knew or should have known to be confidential ("Confidential Information"). The following information shall be considered Confidential Information whether or not marked or identified as such: information regarding M-Way Solutions' pricing, product roadmaps or strategic marketing plans; and non-public materials relating to the Software. Confidential Information does not include information that: (a) was in the public domain at the time of Discloser's communication thereof to Recipient, (b) becomes part of the public domain after the time of disclosure, through no improper action of Recipient; (c) was in Recipient's possession free of any obligation of confidence at the time of Discloser's communication thereof to Recipient; (d) can be shown by documentation to have been independently developed by the Recipient without the use of or reference to any Confidential Information; (e) is not treated as confidential by Discloser; or (f) is approved for release by Discloser in writing. Recipient shall use any Confidential Information received (or derivatives thereof) solely for the purpose of performing its obligations under this EULA. Recipient shall not disclose or permit any non-Affiliate party access to any Confidential Information, except to Recipient's officers, directors, employees, contractors, representatives,

or agents on a need to know basis and where all such officers, directors, employees, contractors, representatives, or agents have confidentiality obligations at least as restrictive as those set forth in this Section. Recipient agrees to use reasonable efforts to protect the confidential or proprietary nature of such Confidential Information (and any derivatives thereof), using at least the same degree of care it utilizes for the protection of its own strictly confidential and proprietary information. The obligations under this EULA will continue: (i) with respect to Confidential Information (and/or derivatives thereof) that does not constitute a trade secret, in perpetuity after the termination of this EULA; and (ii) for any Confidential Information (and/or derivatives thereof) that constitutes a trade secret, for so long as such information remains a trade secret under applicable law. Notwithstanding the foregoing, in the event disclosure is required by court, government order, or law (such as state open records or freedom of information acts), Recipient shall (x) promptly notify Discloser of such order or requested disclosure so that it may seek a protective order or other appropriate remedy and (y) only disclose such Confidential Information to the extent required. All Discloser Confidential Information and derivatives thereof shall remain the property of Discloser and will be returned to Discloser within ten (10) days following the termination of this EULA. Without limiting the foregoing or the License Restrictions, Customer shall not disclose or display any M-Way Solutions Confidential Information, including the Software, to any M-Way Solutions Competitor. The obligations set forth in this Section are hereafter referred to as the “Confidentiality Obligations.”

10.2 Proprietary Rights. Title to and ownership of the Software, Hosted Services, and all M-Way Solutions copyrights, names, trademarks, trade names, service marks or any other identifying characteristics are proprietary intellectual property of significant value and goodwill to M-Way Solutions and all associated intellectual property rights relating thereto (the “M-Way Solutions IP”) are retained by M-Way Solutions. This EULA only grants Customer the limited right to use the M-Way Solutions IP under the terms and restrictions specified in this EULA. Customer does not, and will not, acquire any other right, title or interest in any M-Way Solutions IP, which will at all times remain the exclusive

property of M-Way Solutions or the applicable third party licensor to M-Way Solutions. Customer will not remove, suppress, or modify in any way any proprietary marking which is on or in the M-Way Solutions IP, or which is on any media supplied with the M-Way Solutions IP, except where expressly allowed. Customer acknowledges and agrees that M-Way Solutions shall be the sole owner of any Enhancements, Updates, or derivatives of the Software and the Hosted Services which are developed by M-Way Solutions during and after the term of this EULA. Without limiting the foregoing, Customer expressly acknowledges and agrees that M-Way Solutions shall be the sole owner of any newly-developed intellectual property including but not limited to (i) newly-developed, revised, or modified source code and (ii) inventions where such are related in any way to the Software, the Hosted Services or M-Way Solutions' general business, regardless of the creator, whether such are developed, revised, or modified in response to Customer's requests, suggestions, or ideas, even if performed as Software Related Services paid for by Customer. During the term of this EULA and thereafter, Customer shall not assert the invalidity of the M-Way Solutions IP, or contest M-Way Solutions' right, title or interest therein and thereto, and Customer shall not cause, influence, or assist in any manner whatsoever, any other party to make any such assertions or contest.

11 LIMITED WARRANTIES; REMEDIES; DISCLAIMERS; LIMITATION OF LIABILITY.

11.1 Limited Software Warranty and Remedies. In connection with Subscription or Perpetual Licenses granted hereunder, M-Way Solutions warrants that the Software, as delivered by M-Way Solutions to Customer, will substantially perform the functions set forth in the Documentation (the "Software Warranty"). If deviations from the requirements set forth in the Software Warranty occur within the ninety (90) day period following the Delivery Date (the "Software Warranty Period") or so long as Customer is subscribed to and current with Maintenance, upon written notice by Customer to M-Way Solutions, M-Way Solutions will, without additional compensation, either (1) repair, at its facilities, the Software; or (2) replace the Software, in each case to

correct the nonconformity. If M-Way Solutions provides written notice to Customer that it is unable to correct the nonconformity within a reasonable period, or if neither option (1) nor (2) is commercially feasible, either party may terminate this EULA and the relevant Subscription or Perpetual License upon written notice to the other party. Only when such nonconformity results in termination of this EULA as provided in the previous clause during the Software Warranty Period, M-Way Solutions shall refund to Customer (i) the relevant Perpetual License fees and the unused remainder of any related prepaid fees for Software Related Services, Maintenance, or Hosted Services (“Other Fees”) paid by Customer and received by M-Way Solutions, or (ii) the relevant Subscription License fees and the unused remainder of any related Other Fees paid by Customer and received by M-Way Solutions. The Software Warranty Period is not extended in any way by any Enhancement or Update, by placing more Devices under license, by any delivery of additional Software, or by replacement or repair of the Software. For clarity, newly purchased Subscription or Perpetual Licenses receive the Software Warranty from their Delivery Date, but purchasing new Subscription or Perpetual Licenses does not extend the Software Warranty Period for previously purchased Subscription or Perpetual Licenses. The Software Warranty does not cover situations where: (a) the Software has not been used in accordance with this EULA and the Documentation; (b) the Software has been altered in any way by a party other than M-Way Solutions that is not under the direction or control of M-Way Solutions; (c) the Software is used in an operating environment other than as specified in the Documentation; (d) such nonconformity in the Software is due to abuse, neglect, or other improper use by Customer; or (e) reported errors or nonconformities cannot be reproduced by M-Way Solutions, working, in good faith, with Customer’s assistance. This Section sets forth Customer’s sole and exclusive remedies with respect to breaches of the Software Warranty.

11.2 Infringement Claims. Subject to the remainder of this section, in connection with Subscription or Perpetual Licenses granted hereunder, M-Way Solutions, at its sole expense, agrees to defend Customer against any third party claim that Customer’s use of the Software, as delivered by M-Way Solutions to Customer and used in accordance

with this EULA and the Documentation, directly infringes a third party copyright or issued patent or directly misappropriates a trade secret (but only to the extent such misappropriation is not a result of Customer's actions) under the laws of: (a) the United States and Canada; (b) the European Economic Area; (c) Australia; (d) New Zealand; (e) Japan; or (f) the People's Republic of China (an "Infringement Claim"), and indemnify Customer from the resulting costs and damages finally awarded against Customer to such third party by a court of competent jurisdiction or agreed to in settlement; provided that: (i) Customer promptly notifies M-Way Solutions in writing of the Infringement Claim; (ii) M-Way Solutions has sole control of the defense and all related settlement negotiations; and (iii) Customer provides M-Way Solutions with the information, assistance and authority to enable M-Way Solutions to perform M-Way Solutions' obligations under this Section. Customer may not settle or compromise any Infringement Claim without the prior written consent of M-Way Solutions. In any action based on an Infringement Claim, M-Way Solutions, at its option and its own expense, will either: (1) procure the right for Customer to continue using the Software in accordance with the provisions of this EULA; (2) make such alterations, modifications or adjustments to the Software so that the infringing Software becomes non-infringing without incurring a material diminution in performance or function; (3) replace the Software with a non-infringing substantially similar substitute; or (4) terminate the relevant Software Licenses, and upon Customer certified destruction or deletion of the Software, M-Way Solutions shall refund to Customer the unused remainder of any Subscription License fees prepaid by Customer and received by M-Way Solutions, or, with respect to Perpetual Licenses, refund to Customer the amortized remainder of the Perpetual License fees (based on a three (3) year straight-line depreciation period from the Delivery Date), and the unused remainder of any related prepaid Other Fees received by M-Way Solutions. In connection with any termination pursuant to this Section, Customer shall comply with all post-termination requirements set forth in this EULA. M-Way Solutions shall have no liability or obligations for an Infringement Claim pursuant to this Section to the extent that it results from: (a) modifications to the Software made by a party other than M-Way Solutions or under the direct control of M-Way Solutions; (b) the

combination, operation or use of the Software with non-M-Way Solutions products; (c) use of the Software outside the scope of this EULA or in contravention of the Documentation; (d) M-Way Solutions's use of any designs, plans, instructions, specifications, diagrams or the like, provided by Customer, if any; (e) Customer's failure to use all available Enhancements and Updates to the Software made available to Customer by M-Way Solutions (other than in a shared Hosted Services environment, where M-Way Solutions will implement the same), if the claim would not have occurred but for such failure; (f) use of open source software or freeware technology or any derivatives or other adaptations thereof not embedded by M-Way Solutions into the Software; or (g) any Software that is provided on a no charge, beta, or evaluation basis. Nothing in this provision shall be construed as a limitation on Customer's ability to retain legal counsel at its own expense to passively monitor the proceedings. This Section sets forth Customer's sole and exclusive remedies and M-Way Solutions's entire liability with respect to Infringement Claims.

11.3 Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN THIS EULA, THE SOFTWARE, HOSTED SERVICES, THIRD PARTY APPLIANCE, THIRD PARTY SOFTWARE, MAINTENANCE, UPDATES AND ENHANCEMENTS, SOFTWARE RELATED SERVICES, OR DELIVERABLES PROVIDED AS A RESULT OF THE PERFORMANCE OF MAINTENANCE OR SOFTWARE RELATED SERVICES (COLLECTIVELY, THE "WARRANTED MATTERS") ARE PROVIDED "AS IS" AND M-WAY SOLUTIONS AND ITS LICENSORS, DEVELOPERS, AND OTHER SUPPLIERS (THE "M-WAY SOLUTIONS PARTIES") FURTHER DISCLAIM THAT THE FUNCTIONS CONTAINED IN THE WARRANTED MATTERS WILL MEET THE REQUIREMENTS OF CUSTOMER OR OPERATE ERROR FREE. EXCEPT AS EXPRESSLY SET FORTH IN THIS EULA, THERE ARE NO OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED BY STATUTE, OPERATION OF LAW, TRADE USAGE, COURSE OF PERFORMANCE OR DEALING OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, FITNESS FOR A PARTICULAR USE, NONINFRINGEMENT, TITLE, ACCURACY, OR

COMPLETENESS; ALL SUCH WARRANTIES BEING SPECIFICALLY AND FULLY DISCLAIMED BY THE M-WAY SOLUTIONS PARTIES. OTHER WRITTEN OR ORAL REPRESENTATIONS OR AFFIRMATIONS OF FACT, INCLUDING BUT NOT LIMITED TO, STATEMENTS FROM M-WAY SOLUTIONS OR ANY OTHER SOURCE REGARDING THE PERFORMANCE OF THE WARRANTED MATTERS THAT ARE NOT CONTAINED IN THIS EULA, SHALL NOT BE BINDING ON THE M-WAY SOLUTIONS PARTIES AND ARE HEREBY EXPRESSLY DISCLAIMED. M-WAY SOLUTIONS FURTHER DISCLAIMS ANY LIABILITY TO CUSTOMER OR USERS FOR ANY THIRD PARTY CHARGES, INCLUDING, BUT NOT LIMITED TO, DATA ,USAGE, OR TELECOMMUNICATION CHARGES, FOR DEVICES MANAGED BY THE SOFTWARE.

11.4 Limitation of Liability. EXCEPT FOR BREACHES OF THE LICENSE RESTRICTIONS, CONFIDENTIALITY OBLIGATIONS, OR MISUSE OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS ("IP"), CLAIMS UNDER THE INDEMNITY PROVISIONS OF THIS EULA, OR FOR LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW: (A) NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS, REVENUE, DATA, OR DATA USE AND (B) EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS EULA OR ANY ORDER, WHETHER SUCH ACTION IS BROUGHT IN LAW, EQUITY, CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, SHALL BE LIMITED TO THE SOFTWARE LICENSE FEES PAID BY CUSTOMER AND RECEIVED BY M-WAY SOLUTIONS HEREUNDER IN THE LAST TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12 INDEMNITY.

12.1 Indemnity for Customer Data. Customer will defend, indemnify, and hold harmless M-Way Solutions against any third party claims, losses, fines, or damages arising from or relating to: (a) Customer Content; (b) any infringement or misappropriation of any intellectual

property rights by Customer or Customer's Users; (c) violation of law or regulation by Customer relating to Customer Content or use of the Hosted Services; or (d) Customer's use of the Hosted Services in violation of this EULA or Hosted Services Policy. M-Way Solutions will (i) provide Customer with notice of the claim within a reasonable period of time after learning of the claim; and (ii) reasonably cooperate in response to Customer's requests for assistance. Customer may not settle or compromise any indemnified claim without M-Way Solutions's prior written consent.

13 TERM, RENEWAL, AND TERMINATION.

13.1 Term and Renewal. This EULA will commence on the Effective Date and will continue for so long as a valid Order is in place or until Customer ceases use of all offerings hereunder, whichever is later; unless the EULA is earlier terminated as provided herein.

13.2 Customer Termination. Customer may terminate this EULA for cause: (i) in the event of a material breach by M-Way Solutions of this EULA that is unremedied for a period of thirty (30) days after receipt of written notice by M-Way Solutions, (ii) immediately with concurrent notice in the event of a breach by M-Way Solutions which, by its nature, cannot be cured, or (iii) as otherwise expressly provided herein. With respect to terminations for cause, Customer shall receive a refund of any related prepaid unused fees for Subscription Licenses, Hosted Services, and/or Maintenance. Except as otherwise expressly and specifically stated in this EULA, no refunds or payments of any kind shall be due.

13.3 M-Way Solutions Termination. M-Way Solutions may terminate the EULA and the relevant Software License, Maintenance or Hosted Services under this EULA: (i) if Customer ceases or is delinquent in making payments of any applicable fees owed for a period of thirty (30) days after notification of such delinquency; (ii) in the event of a material breach of this EULA by Customer that is unremedied for a period of thirty (30) days after receipt of written notice by Customer; (iii) as otherwise expressly provided herein; (iv) immediately with concurrent

notice in the event of a breach by Customer which, by its nature, cannot be cured.

13.4 Customer Obligations upon Termination. Upon the termination or expiration of this EULA and the related Software Licenses, Maintenance or Hosted Services for any reason whatsoever (i) any Software License, Maintenance or Hosted Services will automatically and immediately terminate, (ii) Customer will immediately cease and desist from all use of the Software in any way, and (iii) within ten (10) days after the effective date of the termination or expiration of this EULA and any related Software License, Customer is required to uninstall and either return or destroy the applicable Software and provide a written certification executed by an officer of Customer certifying such action. Except for Customer terminations for cause, upon termination, Customer shall pay any fees then owing under this EULA as of the date of termination within thirty (30) days. Terminations are effective upon Customer's compliance with this Section.

13.5 M-Way Solutions Obligations upon Termination. After termination or expiration of this EULA, Customer acknowledges and agrees that M-Way Solutions has no obligation to retain Customer Content and M-Way Solutions shall delete Customer Content in accordance with M-Way Solutions' retention policies. Upon Customer's request, M-Way Solutions will provide Customer with instructions to enable Customer to use the report function of the Software to export Device information from the Software.

13.6 Freemium License. At the termination of any Freemium license, Customer may terminate this EULA immediately upon notice to M-Way Solutions and shall comply with its obligations hereunder. To the extent that Customer continues to use the Software in excess of the limitation set forth in the Freemium License, then the Freemium License(s) shall convert to Subscription License(s) under this EULA at M-Way Solutions' then-current rates, terms, and conditions. To the extent Freemium Customer purchases Software Licenses, whether directly through M-Way Solutions or a Reseller, unless otherwise stated in an Order provided by M-Way Solutions, Customer's use of the Software Licenses

and the associated Software, Maintenance and Hosted Services shall be subject to this EULA.

13.7 Survival. The provisions of this EULA that by their sense and context are intended to survive termination of this EULA, shall so survive termination.

14 CUSTOMER DATA.

14.1 Compliance. Customer is responsible for ensuring that Users comply with Customer's obligations under this EULA. Customer will duly observe all of its obligations under any relevant data protection law or regulation that may apply to the relationships contemplated under this EULA, including, specifically, any obligation for Customer to configure the Software and/or Hosted Service appropriately, provide notice, obtain consents or file registrations with applicable data protection authorities. Customer will configure the Software and/or Hosted Service in accordance with all applicable laws and regulations. Further, as required by applicable law or regulation, Customer will notify Users that any Customer Content provided as part of the Software and/or Hosted Services will be made available to a third party (i.e. M-Way Solutions) as part of M-Way Solutions providing the Software and/or Hosted Services.

14.2 Relationship & Usage Data. Customer agrees that M-Way Solutions may also process Relationship Data and Usage Data to manage Customer's account, send service-related notifications, bill for purchased services, enforce compliance with this EULA, facilitate the provisioning of Updates and Enhancements, improve the Software and/or Hosted Service, better understand Customer's business needs and comply with M-Way Solutions' contractual obligations and applicable law. Relationship Data, Error Logs and Usage Data may be transferred to M-Way Solutions from time to time. To the extent that this information constitutes personal information, M-Way Solutions shall be the controller of such personal information and shall comply at all times with its obligations under the local legislation applicable in the territory for the protection of individuals with regard to the processing of

Customer Personal Data. In this section, “controller” shall have the meaning given to it in the EU Directive 95/46/EC.

When a device communicates with the Relution server, this results in the transmission of data to and from the mobile device and such transmission of data could result in additional carrier or service provider charges to the Individual. M-WAY SOLUTIONS DISCLAIMS ANY LIABILITY FOR AND IS NOT RESPONSIBLE FOR ANY CARRIER OR INTERNET SERVICE PROVIDER DATA COSTS OR CHARGES INCURRED BY ANY CUSTOMER OR INDIVIDUAL IN CONNECTION WITH USAGE OF THE RELUTION EMM SUITE.

14.3 Tracking and Location Information. M-Way Solutions may collect and/or track certain information that is derived from your usage of the Relution software such as usage patterns, travel patterns, and Web site page views, and traffic patterns. Relution may use this tracking and location information for statistical purposes to improve our products and services and to manage our networks and systems more efficiently. When you access the Relution Administration Portal, our servers automatically record information that your device sends and these server logs may include: the MAC (Media Access Controller) address from the network card in or used with your device; your web request, Internet Protocol address, browser type, browser language, the date and time of your request; and other information regarding Internet connection activity (such as packets sent and received). This information enables Relution to accurately perform our billing functions, monitor and maintain our network, address issues that may arise concerning claims of abuse or inappropriate activity. Some of the information Relution collects allows us to differentiate users on our network, and in some cases, we act as a pass-through for certain pieces of personal information in order to obtain authentication to allow for Internet access. Some of the information Relution collects allows us to perform our support obligations.

14.4 Monitoring Information. The levels of communication and monitoring functionality between your mobile device or smartphone and the Relution server is selected by our Customer who is typically your employer or the company for whom you work as an independent

Relution

Mobilizing Enterprises

contractor or consultant. In some instances, our Customer asks us to host the Relution server and in other instances our Customer hosts the Relution server. When M-Way Solutions hosts the Relution server, we may collect and/or track certain information that is derived from your usage of the mobile device and may perform other functions. From this console, the administrator can perform partial or complete erasure of data on your device, including restoring the device to its factory default. The information collected and tracked by the Relution server depends upon the system configurations chosen by our Customer. While the following are not required, such information may include, where enabled by the Customer:

- Device identifier and device username
- Status of the mobile device SIM card
- MAC addresses and device serial numbers
- Phone number, signal strength, cell tower, carrier, IMEI#, and other WWAN attributes
- First and last name and email address of device user
- Data usage through WWAN interface (excluding content)
- Transaction history regarding SMS, email and phone calls, excluding the content of messages and calls.
- Device check-out/check-in: tracking who uses which device as well as the physical status of the device at the start of a shift and then again at the end of a shift
- Tracking of associated device assets, including service plan and associated physical equipment (i.e., cradles, etc.)
- Tracking of applications loaded on the device (excluding content)
- Real-time GPS location tracking and mapping, including analysis of location data and history
- Mobile device remote control, including screen capture.

The portions of the Relution software that allow smartphones and mobile devices to be monitored by the Relution server run in the background of the devices. Individuals are notified that these functions may occur, but may not be aware when these functions are occurring in real time. This information is all made available to our Customer via the Relution Administration Portal for our Customer's use in accordance

with its own business uses. Some of the information Relution collects allows us to perform our support obligations.

M-Way Solutions has no direct relationship with the individuals whose personal data it processes. An individual who seeks access, or who seeks to correct, amend, or delete inaccurate data should direct his query to the Relution Customer (the data controller). If the Customer requests M-Way Solutions to remove the data, we will respond to their request within 30 business days.

14.5 Data Transfer. Customer agrees that Customer Content, Relationship Data, and Usage Data collected or received by M-Way Solutions in connection with the download, installation, configuration, maintenance, support and use of the Software or Hosted Service may be transferred, stored and processed in Germany or any other country in which M-Way Solutions or its Affiliates or service providers maintain facilities. By downloading, installing, or using the Software/Hosted Service, or by receiving customer support assistance, Customer consents to the processing of both technical and Customer Personal Data.

14.6 Subprocessing. Customer authorizes M-Way Solutions to subcontract processing of Customer Content under this Agreement to a third party provided that: (i) M-Way Solutions will ensure any subcontractor it appoints will protect the Customer Content to a standard which is substantially equivalent to the standard that is set forth in this EULA; and (ii) M-Way Solutions will be responsible for the acts, errors and omissions of any subcontractor M-Way Solutions appoints to process the Customer Content.

14.7 Support Data. Customer acknowledges that correspondence, log files and other support data generated in conjunction with a request for customer support services may contain sensitive, confidential or personal information. Customer is solely responsible for taking the steps it considers necessary to protect such data, including obfuscating the logs or otherwise guarding such information prior to sending to M-Way Solutions.

15 NOTICES. Except as otherwise provided herein, all notices, consents, requests, instructions, approvals, and other communications made, required, or permitted under this EULA will be given to the parties at the addresses listed on the Order by: (i) personal service or recognized international or overnight courier, deemed effective on reported delivery date; or (ii) facsimile transmission or email transmission, deemed effective on delivery date confirmation. Duplicate notices are required to be provided to M-Way Solutions GmbH, Stresemannstrasse 79, 70191 Stuttgart, Germany, info@mwaysolutions.com

16 SURVEYS. M-Way Solutions shall be entitled to conduct periodic surveys solely for the purposes of determining (i) the number of Devices in use with the Software and (ii) compliance with the terms and conditions of this EULA. Such surveys shall be conducted remotely, at M-Way Solutions' expense, and shall not interfere with Customer's business operations.

17 GENERAL PROVISIONS.

17.1 Acceptance of an Additional Order. Customer's acceptance of an additional Order and reaffirmation of its agreement to the terms and conditions of the EULA and the original Order shall be indicated by Customer (i) executing and returning to M-Way Solutions a new Order or (ii) using any additional Devices with the Software.

17.2 Governing Law. This EULA will be governed by and construed in accordance with the laws of Germany, excluding its principles of conflicts of law and the private international law rules, and the venue and exclusive jurisdiction for any litigation will be in the state or federal courts of Germany.

17.3 Disputes. The parties acknowledge and agree that any breaches of the License Restrictions, the Confidentiality Obligations, or either party's IP rights may give rise to irreparable harm to the non-breaching party for which the granting of monetary damages would not be an

adequate remedy, accordingly, the non-breaching party may, in addition to all other available remedies, seek equitable remedies to restrain any continued breach of the License Restrictions, the Confidentiality Obligations, or a party's IP rights by the breaching party, as the case may be, without having to prove that actual damage has been sustained by the non-breaching party. No action arising out of this EULA, regardless of form, may be brought more than one (1) year after the claiming party knew or should have known of the cause of action.

17.4 **Export Laws.** The Software is subject to German export control laws and regulations and may be subject to export or import regulations in other countries. These laws and regulations include licensing requirements and restrictions on destinations, end users, and end use. Customer shall comply with all domestic and international export and import laws and regulations that apply to the Software and acknowledges that Customer has the responsibility to obtain any and all necessary licenses to export, re-export, or import the Software and 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 derivative products) received from M-Way Solutions under this EULA to any other party or destination prohibited by the laws or regulations of Germany, without obtaining prior governmental authorization as required by those laws and regulations.

17.5 **Assignment.** This EULA, including any rights, licenses or obligations under this EULA, may not be assigned or otherwise transferred (whether by operation of law, merger, reorganization, or otherwise) by Customer to any non-Affiliate party without the prior written consent of M-Way Solutions and any attempt to do so in violation of the terms hereof shall be null and void.

17.6 **Force Majeure.** A party is not liable under this EULA for non-performance caused by any failure of performance, equipment, or payment due to causes beyond the reasonable control of such party, if the party makes reasonable efforts to perform. This Section does not operate to relieve either Party of its obligation to make payments then owing.

17.7 Publicity. M-Way Solutions may use the name and/or logo of Customer in a list of customers used in marketing materials until requested to cease this use by Customer. Within forty-five (45) days of signing this EULA, M-Way Solutions may publish a press release announcing the acquisition of Customer as a customer, provided Customer has an opportunity to review and approve the press release.

17.8 Independent Contractor. M-Way Solutions shall at all times be considered an independent contractor under this EULA. Nothing contained herein will be construed to create the relationship between the parties of principal and agent, employer and employee, partners or joint venturers.

17.9 No Third Party Beneficiaries. This EULA is for the benefit of Customer and M-Way Solutions 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.

17.10 Non-Waiver. The failure of either party to require the performance by the other party of any provision hereof will not constitute a waiver of that provision or the required performance. The waiver by either party of any breach of any provision of this EULA will only be valid if given in an executed written instrument and any such waiver will not constitute a waiver as to any subsequent breach or continuation of the same breach.

17.11 Headings. Headings are used in this EULA for convenience only and shall not affect any construction or interpretation of this EULA.

17.12 Language. In the event that M-Way Solutions or another party has provided Customer with a translation of this EULA from the English language to another language, Customer agrees that such translation is provided for convenience only; that the English language version of this EULA governs the relationship between M-Way Solutions and Customer; and, if there is any conflict between the English language version of this EULA and such translation, the English language version shall take precedence.

17.13 Entire Agreement. This EULA constitutes the entire agreement between the parties with respect to the subject matter hereof. This EULA and any related Order supersede and replace all prior understandings, negotiations, commitments, representations, and agreements of the parties relating to the Software and the subject matter hereof. M-Way Solutions' agreement to provide the Software to Customer is expressly conditioned upon the unequivocal application of all terms and conditions included in this EULA to such transaction and any additional or different terms or conditions proposed by Customer (whether by Order, purchase order, counter-offer, acknowledgement, electronic data interchange, vendor enrollment, or otherwise) are hereby expressly objected to and will not be in any way binding upon M-Way Solutions. It is the express agreement of the parties that the terms of this EULA shall supersede any conflicting terms in any related Order or SOW, unless the conflicting terms in such related Order or SOW clearly express an intent to supersede this EULA by directly and specifically referring to the section or sections of this EULA to be superseded and such Order or SOW is executed by each party. If any term of this EULA is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this EULA. This EULA may only be amended or modified in writing or by subsequent M-Way Solutions Quote.