

# Good Terms of Service

## For Enterprise Software as a Service (SaaS) Offerings

### Good Work™ – Cloud Deployment

Last Updated: September 22, 2014

Welcome to the Good Cloud.

Please read these terms of service ("**Terms**") carefully as they form a contract between you, the enterprise customer ("Customer" or "you"), and Good Technology Corporation ("**Good**", "**we**", "**us**", or "**our**") which governs your access and use of Good cloud offerings, also referred to as Good enterprise Good Cloud Offerings ("**Good Cloud Offerings**"). These Terms govern (i) the secure mobility solution provided by Good for online mobile application and data management and; (ii) Good client software provided or made available by Good for installation on Customer's authorized end-users' ("**Users**") mobile devices in order to use the Good Cloud Offerings (the "**Client Software**"); (iii) the Good websites or applications; and, (iv) written or electronic use or features guides or other documentation provided or made available by Good for use with the Good Cloud Offerings (the "**Documentation**") (collectively the "**Service(s)**").

**NOTICE: CLOUD DEPLOYMENTS HAVE DISTINCT ARCHITECTURE, ENCRYPTION AND SECURITY MODEL FROM GOOD FOR ENTERPRISE® AND OTHER ON-PREMISE SOLUTIONS. FOR MORE SPECIFICS, REFER TO THE SECURITY WHITEPAPER AVAILABLE AT WWW.GOOD.COM. YOU MAY ALSO WISH TO CONSULT WITH YOUR IT DEPARTMENT ABOUT YOUR ORGANIZATION'S SECURITY AND COMPLIANCE REQUIREMENTS TO ENSURE THAT GOOD'S CLOUD HOSTED SERVICE IS RIGHT FOR YOU.**

**BY REGISTERING OR USING ANY OF THE SERVICES YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ORGANIZATION TO THESE TERMS (IN WHICH EVENT, "YOU" AND "YOUR", "CUSTOMER" AND "CUSTOMER'S" WILL REFER TO THAT ORGANIZATION) UNLESS THAT ORGANIZATION HAS A SEPARATE PAID CONTRACT IN EFFECT WITH US EXPRESSLY GOVERNING USE OF GOOD CLOUD OFFERINGS, IN WHICH EVENT THE TERMS OF THAT CONTRACT WILL GOVERN YOUR USE OF THE SERVICE. BY REGISTERING OR USING ANY OF THE SERVICES, YOU ACKNOWLEDGE AND AGREE THAT (1) THESE TERMS OF SERVICE SUPERSEDE ANY AGREEMENT BETWEEN YOU AND GOOD RELATING TO USE OF ON-PREMISE SOFTWARE, AND (2) THESE TERMS OF SERVICE MAY ONLY BE SUPERSEDED BY A SIGNED WRITTEN AGREEMENT BETWEEN THE PARTIES EXPRESSLY RELATING TO GOOD CLOUD OFFERINGS. YOU MAY USE THE SERVICES ONLY IN COMPLIANCE WITH THESE TERMS AND ONLY IF YOU HAVE THE POWER TO FORM A CONTRACT WITH GOOD AND ARE NOT BARRED UNDER ANY APPLICABLE LAWS FROM DOING SO. IF YOU HAVE ANY QUESTIONS CONCERNING THESE TERMS, YOU CAN CONTACT [LEGAL-](#)**

[ALL@GOOD.COM](mailto:ALL@GOOD.COM). YOU FURTHER AGREE, ON BEHALF OF YOUR ORGANIZATION, TO BE BOUND BY THESE TERMS.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MUST NOT USE THE SERVICES. THESE TERMS MAY ONLY BE AMENDED BY A WRITTEN AGREEMENT BETWEEN THE PARTIES EXPRESSLY RELATING TO GOOD'S GOOD CLOUD OFFERINGS THAT EXPRESSLY AMEND OR SUPERSEDE THESE TERMS.

## 1. Use of the Services.

- a. **General.** These Terms govern Customer's use of the Services. The Service is a hosted, multi-tenant, environment. Customer may use the Service, on a non-exclusive basis, solely in strict compliance with these Terms, the applicable user documentation ("**Documentation**") all applicable laws, the number of users and any other restrictions set forth in any applicable order which may be in paper or electronic form ("**Order**"), and any applicable agreement in place governing Customer's use of the Service. Certain third party software, services, hardware, and mobile devices may be necessary to use the Service, and such minimum system requirements are set forth in the Documentation. As between Customer and Good, Customer is solely responsible for obtaining, and the performance of all software, services and hardware not provided by Good.
- b. **Registration and Authorized Users.** To obtain access to certain Services, Customer shall obtain an enterprise account with Good by completing the online registration presented to Customer and/or placing an order pursuant to Good's order process. When registering with Good, Customer must provide true, accurate, current and complete information about Customer as requested by the Service registration form.
- c. **Client Software License.** In order to use the Service, Customer's Users must install certain Good Client Software on Good-supported mobile devices ("Devices"). A list of current Good-supported Devices is provided at <http://www1.good.com/support/devices-supported.html>. Good shall have no responsibility or liability with respect to Devices that are not on Good's list of supported Devices. Use of the Client Software is governed in one of two ways: If the User is presented with license terms that must be accepted in order to use the Client Software, those terms apply; if no license is presented to the User, these Terms apply. Good reserves all other rights to the Client Software. Good may automatically check Customer's version of the Client Software. Good may also automatically download to your or your Users' Device new versions of the Client Software. Any Client Software is licensed, not sold. Unless Good notifies you otherwise, the Client Software license ends when Customer's Service ends.

Customer must then promptly uninstall the Client Software, or we may disable it. Customer must not work around any technical limitations in the Client Software. The Client Software is subject to applicable U.S. export laws and regulations. Customer must comply with all domestic and international export laws and regulations that apply to the Client Software. These laws include restrictions on destinations, end users, and end use. Without limitation, Customer may not transfer the Client Software or Service without U.S. government permission to anyone on U.S. government exclusion lists (see the Commerce Department's compliance list at <http://www.bis.doc.gov/complianceand enforcement/liststocheck.htm>). Customer represents and warrants that it is not on any of those lists or under the control of or an agent for anyone on those lists or the entities listed above.

- d. **Support and SLAs.** Good will provide support and SLAs in accordance with the Good Cloud Offerings Support Terms available at <http://www1.good.com/support/support-maintenance.html>, which are incorporated by reference herein.
- e. **Privacy.** To the extent required under applicable law Customer consents, and shall obtain the consent of its Users, to the processing and transmission of data as set forth in the Documentation both within and outside the USA to the extent necessary for Good to perform its obligations hereunder. By submitting any personally identifiable information to Good or its designees pursuant to this license or in connection with the use of the Software, Customer consents to the collection, processing, transmission and disclosure of such information and related data by Good within its group of companies, service providers and authorized resellers pursuant to these Terms both within and outside the USA to the extent necessary for Good to perform its obligations and in accordance with Good's privacy policy as modified from time to time and viewable at <http://www1.good.com/legal/privacy.html>. Customer will at all times comply with all applicable data protection laws in using the Software and will use commercially reasonable efforts to obtain the consent of all Users to collect and so use such personally identifiable information with the Software when required. Good can elect to provide Users with appropriate self-help and best usage tips for the Software and Good Platform by email, unless Customer or the Users direct Good not to do so.

EUROPEAN UNION. For Customers in the European Union, to the extent, if any, that Good is a "data processor" in relation to "personal data" used by it in connection with these Terms (as "data processor" and "personal data" are defined in Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data (or applicable national legislation implementing that Directive), which also, for the purposes of this clause, defines "processing" and "data controller"): (a) Good will only process such personal data for the purposes necessary for performing its obligations hereunder and in accordance with any written instructions given by Customer from time to time; (b) Good will take appropriate technical and

organizational measures against unauthorized or unlawful processing of the personal data and accidental loss or destruction of, or damage to, the personal data.

- f. **Acceptable Use.** Customer shall be responsible for the compliance of each of its Users with all applicable laws and the terms and conditions of these Terms, including without limitation, Good's Acceptable Use Policy located at [http://www1.good.com/legal/other-legal.html#acceptable\\_use](http://www1.good.com/legal/other-legal.html#acceptable_use), which is incorporated by reference hereto.
- g. **Security and Architecture.** Customer hereby acknowledges and agrees that the architecture, encryption and security of the Good Cloud Offerings deployment differs from on-premises software deployment as set forth in the documentation. Details relating to the architecture and deployment of the Good Cloud Offerings and on-premises software are available in the documentation and at [www.good.com](http://www.good.com).
- h. **General Restrictions.** Customer shall not remove or alter any copyright notice or any other notices that appear on the Client Software or in the Service. Customer shall not (and shall not allow its personnel or any third party to): (i) modify or create derivative works of any Client Software or any part of the Services without the express written consent of Good; (ii) reverse engineer, decompile, decrypt or attempt to discover any source code or underlying ideas or algorithms of any Client Software or any part of the Services (except to the extent that applicable law prohibits reverse engineering restrictions, in which case advance notice to Good of such action shall be given); (iii) provide, lease, lend, transfer, assign, sublicense, use for timesharing or service bureau purposes or otherwise use or allow the use of the Client Software or Services for the benefit of any third party (including by way of multiplexing or pooling) other than as permitted by Good in writing; (iv) disclose the results of any benchmark testing, technical results or other performance data relating to the Client Software or Services without Good's prior written consent; (v) use any Client Software or Services, or allow the transfer, transmission, export, or re-export of any Client Software or portion thereof in violation of any export control laws or regulations, or in violation of any laws or regulations governing Customer; (vi) disable, damage or attempt to penetrate the Service in any manner, including, without limitation, pursuant to an "ethical hack"; or (vii) access or use the Service in a way intended to improperly avoid incurring fees or exceeding usage limits or quotas.
- i. **Third Party Products.** As between Good and Customer, Customer is solely responsible for any third party service, software, website, database, network, applications, programs, products, data or content (collectively "Third Party Products") that Customer uses, transmits or installs in connection with the Services. Good is not a party to and is not bound by any terms governing

Customer's use of Third Party Products. Customer acknowledges and agrees that Good is not responsible for any Third Party Products. Good may also provide some third party services, applications, products, programs or other Third Party Products to Customer as part of the Services; however, Good is not an agent of any transacting party, nor is Good a direct party in any such transaction. Good may also, as a sales agent for an independent software vendor (ISV), process orders for certain ISV applications that may be used with the Services. Any such activities, and any terms associated with such activities, are solely between Customer and the applicable third-party. Similarly, Good is not responsible for any Third Party Products that Customer accesses or uses in connection with the Services (which may include, without limitation, open source software), and Customer irrevocably waives any claim against Good with respect to such Third Party Products. In no event shall Good be responsible or liable in the event that Customer suffers data loss or other losses in connection with use of Third Party Products. Good shall have no liability, obligation or responsibility for any Third Party Products.

j. **Customer Responsibilities.**

i. **Account.** Only Customer may use Customer's Good account. Customer must keep Customer's account and passwords confidential and not authorize any third party to access or use the Service on its behalf. Customer is responsible for protecting the confidentiality of any IDs, or other authentication credentials associated with Customer's use of the Service under these Terms. In addition, Customer is responsible for Customer's passwords, if any, and all activity with Customer's Service accounts including that of its provisioned Users and dealings with third parties that take place through Customer's account or associated accounts. Good will not be liable for any loss or damage arising from any unauthorized use of Customer's accounts. Customer shall promptly notify Good of possible misuse of Customer's accounts or any security incident related to the Services.

ii. **Use of Communities.** Customer is responsible for its Users' use of any community, including ensuring compliance with the terms governing the community located at the community's website. Good specifically disclaims any liability arising from or related to Customer's or its Users' use of or inability to use a community's website. A "community" as used in this section means one or more forums that Good or any of its affiliates establishes for customers or the general public to obtain information or collaborate regarding the use of the Service(s), as may be accessible via the portal or at an alternate website identified by Good.

k. **Consent To Electronic Communications And Solicitation.** By registering with Good, Customer understands that Good may send to Customer and/or Users communications or data regarding the Services, including but not limited to (a) notices about use of the Services, including any notices concerning violations of use, (b) updates, and (c) promotional information and materials regarding Good's

products and services, via electronic mail. Good gives Customer and Users the opportunity to opt-out of receiving electronic mail from Good by following the opt-out instructions provided by Good.

1. **Pre-Release Testing/Early Access/Trial Services.** Subject to the foregoing, Good may provide Customer with a free testing arrangement of certain Services, whether written, verbal or implied, in connection with pre-release or early access testing of services that are not generally or commercially available, or a trial license of commercially and generally available Services (“Test Services”). If Customer has been granted access to Services prior to placing a commercial purchase for Services, or prior to such services being generally available to Good’s commercial customers, in the absence of a written arrangement defining the scope of a trial, pre-release or early access testing arrangement, 30-day non-production internal Test Services shall be assumed (“Evaluation”). Notwithstanding any terms and conditions described in these Terms to the contrary, any Evaluation shall be subject to the following: (a) the Evaluation shall be of limited duration and shall expire automatically upon completion of the pre-release, early access or trial test period, (b) the Evaluation shall terminate immediately without notice from Good if Customer fails to comply with any provision of these Terms, (c) the Customer may terminate the Evaluation earlier at any time by discontinuing use of the Test Services, (d) upon any expiration or termination of the Evaluation, the Customer must discontinue use of Test Services and return and/or destroy all copies of any Client Software provided in connection with the Evaluation, (e) Good shall have the right to terminate all access to the Test Services without notice to Customer upon expiration or termination of the Evaluation, and (f) is subject to the restrictions set forth in Section 1(h). Customer acknowledges and agrees that (i) Good is under no obligation to deliver or develop generally available or production versions of any pre-release or early access services or software, or any features or functionality therein, and (ii) any Test Services-related feedback shall be deemed Good Confidential Information, and Good is free to use such feedback for any purpose, without permission or license from, or payment to, Customer.
- m. **Orders.** Your use of the Service and Client Software and Services are subject to these Terms, including terms incorporated by reference, and to the terms of all applicable written or electronic order forms (each an “Order”), in accordance with the applicable user documentation (“Documentation”).
- n. **Good Cloud Offerings – Service-specific terms.** Additional or different terms specific to certain Good Cloud Offerings are set forth in Appendix 1, which is incorporated herein by reference.

## 2. Ordering, Fees, Payment and Taxes.

- a. **Order Options.** Customer may place an order for the Services and Client Software in one of three ways:
  - i. by submitting an Order directly to Good
  - ii. by submitting an Order through a Good-authorized reseller (“Reseller”)

- b. **Payment.** Each Order shall be accompanied by one of the following payment methods providing full payment for all Client Software and Services set forth in the Order: (1) a credit card authorization signed by Customer or (2) a signed purchase order from Customer (a “Purchase Order”). In some instances, Customer’s purchasing relationship exists solely between Customer and Reseller, in which case the Reseller shall be responsible for submitting Orders and the appropriate payment method therewith. An Order is not binding until Good accepts the Order and issues Customer’s order confirmation number (an “Order Confirmation”).
- c. **Authorization.** Customer must be authorized to use the payment method that Customer enters when creating a billing account. Customer authorizes Good to charge Customer for the Service using Customer’s payment method and for any paid feature of the Service that Customer chooses to sign up for or use while these Terms are in force. As mutually agreed between the parties, Good may bill: (a) in advance; (b) at the time of purchase; or (c) shortly after purchase.
- d. **Fees.** When contracting directly with Good, Customer will pay to Good the applicable fees in the form or manner set forth in each applicable Order (“Fees”). Unless otherwise set forth in an Order, the currency is US dollars. Fees are not refundable. All amounts due are exclusive of taxes, withholding, duties, levies, tariffs, and other governmental charges (including without limitation VAT), excluding taxes on Good’s net income, (collectively, “Taxes”), and Customer is responsible for payment of all Taxes. The parties will reasonably cooperate to lawfully minimize Taxes. In addition to any Fees, Customer may still incur charges incidental to using the Service, for example, charges for Internet access, data roaming, and other data transmission charges. Except as specifically set forth in this section, all Services are prepaid for applicable term and are non-refundable. This includes accounts that are renewed.
- e. **Payment.** Good will invoice Customer upon Good’s processing of an Order. Good may invoice Customer electronically. Each invoice is due and payable within thirty days following the invoice date. At Customer’s direction, Good can elect to charge the invoiced amount against a valid credit card in lieu of invoicing. If Good has not received payment within sixty days after the due date, interest will accrue on past due amounts at the rate of one percent per month or any lower legal maximum. In addition to any other rights it may have, Good may suspend Services and use of Client Software provided under the applicable Order in the event any payment under these Terms is not paid when due after notice to Customer. For billing convenience, Good and Customer can elect to designate one date each year or quarter upon which renewal payments are due for all Client Software and Services. In the event that Customer activates more Client Software licenses or uses more Services than are then permitted per applicable Orders, Customer agrees to pay for such additional software and services for the relevant time period upon invoicing by Good at the then applicable standard rates subject to the terms of these Terms. Customer agrees that these Terms shall independently serve as full authorization to invoice Customer for all applicable fees.

- f. **Written Reconciliation.** At Good's request from time to time not exceeding once per quarter, Customer will provide Good with a report detailing its use and circulation of Client Software, and Good may inspect Customer's records related to such report not more frequently than annually to ensure payment of all applicable fees. Any on site review will be conducted during regular business hours at Customer's offices and will not unreasonably interfere with Customer's business. The parties will use reasonable good faith efforts to promptly resolve any discrepancies.
3. **LIMITED WARRANTY.** Good warrants that during the Warranty Period the Service and Client Software will conform to the specifications set forth in the applicable user and administrative documentation provided by Good ("User Documentation"). The "Warranty Period" begins on the date Good initially makes the Service available to Customer and ends ninety days later. Customer's sole and exclusive remedy under this limited warranty will be, at Good's option, repair or replacement of the Service or Client Software or, if repair or replacement is not feasible, refund of the applicable fees paid upon termination of the license for such non-conforming Service or Client Software. This warranty does not apply if the Service or Client Software: (a) is provided for pre-release, evaluation, testing or demonstration purposes; (b) has been altered, except by Good; (c) has not been installed, operated, repaired, or maintained in accordance with the relevant documentation; or (d) has been used in conjunction with Customer or third party Client Software, accessories, products, services or ancillary or peripheral equipment and the problem is the result of such use and not of the Service or Client Software itself. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, GOOD EXPRESSLY DISCLAIMS ALL WARRANTIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE CLIENT SOFTWARE OR SERVICE OR ANY OTHER ASPECT OF THESE TERMS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. GOOD DOES NOT WARRANT THAT THE SERVICE OR CLIENT SOFTWARE WILL MEET ALL OF CUSTOMER'S REQUIREMENTS OR THAT THE ACCESSIBILITY OR OPERATION OF THE SERVICE OR CLIENT SOFTWARE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. DESPITE ANY OTHER PROVISION OF THESE TERMS, GOOD MAKES NO WARRANTY WITH RESPECT TO BANDWIDTH OR ANY THIRD PARTY HARDWARE, APPLICATIONS, CLIENT SOFTWARE AND SERVICES. GOOD DOES NOT WARRANT THAT THE SERVICE OR CLIENT SOFTWARE ARE ERROR FREE OR THAT CUSTOMER WILL BE ABLE TO OPERATE THE SERVICE OR CLIENT SOFTWARE WITHOUT INTERRUPTION. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE SERVICE AND ARE PROVIDED "AS IS". FOR CLARITY, GOOD PROVIDES NO WARRANTY ON TEST CLIENT SOFTWARE OR SERVICES, BETA TESTING OR EVALUATION OF SERVICES OR CLIENT SOFTWARE OR THIRD PARTY PRODUCTS AND APPLICATIONS. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSIONS. IN SUCH AN EVENT SUCH EXCLUSION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.



#### 4. INDEMNIFICATION

BY GOOD. Good shall defend Customer against any claim, and any lawsuit to the extent based thereon, that is brought by a third party against Customer alleging that the Service or Client Software infringe a patent, trade secret, copyright or other intellectual property right ("Infringement Claim"), so long as Good is notified in writing by Customer as soon as reasonably practicable as to any such claim and Good is given sole authority and control of the defense of such claim. Customer shall provide reasonable information, cooperation and assistance in defending the Infringement Claim. For third party Client Software or services supplied hereunder, Good's obligations shall be limited to any indemnities or defense commitments provided by such third party supplier. In addition to Good's obligation to defend, and subject to the same conditions, Good shall pay all damages finally awarded against Customer by a court of competent jurisdiction to the extent based upon such Infringement Claim. If the Client Software or Service are subject to an Infringement Claim or, if in Good's judgment, likely to become subject to an Infringement Claim, Good's obligations under this Section shall be fulfilled if at any time Good, in its sole discretion: (i) obtains the right or license for Customer to continue to use the Service or Client Software purchased from Good; (ii) replaces or modifies the Service or Client Software so as to be non-infringing and substantially functionally equivalent; or (iii) refunds the unearned portion of the purchase price paid to Good by Customer for such Service or Client Software. Good shall have no liability to Customer for any alleged or actual infringement, or otherwise, arising out of or in connection with Customer's ordering or use of the Service or Client Software after Good's notice to Customer that Customer shall cease use or transfer of such Service or Client Software to avoid further infringement.

Exclusions. Good shall have no liability to Customer under these Terms for any alleged or actual infringement arising out of (a) use of Service or Client Software in connection or in combination with (i) Third Party Products, or (ii) equipment, devices, services or Client Software not provided by Good; (b) use of Service or Client Software in a manner for which it was not designed; (c) any modification of Service or Client Software by anyone other than Good; (d) compliance with Customer's designs, specifications, guidelines or instructions; or (e) where Customer or its Users continue allegedly infringing activity after being notified thereof or after being informed of alternatives or modifications that would have avoided the alleged infringement. Good shall not be responsible for any compromise or settlement made by Customer without Good's prior written consent.

THIS SECTION PROVIDES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND GOOD'S ENTIRE LIABILITY IN THE EVENT OF AN INFRINGEMENT CLAIM. CUSTOMER HAS NO RIGHT TO RECOVER AND GOOD HAS NO OBLIGATION TO PROVIDE ANY OTHER OR FURTHER REMEDIES, WHETHER UNDER ANOTHER PROVISION OF THESE TERMS OR ANY OTHER LEGAL THEORY OR PRINCIPLE, IN CONNECTION WITH AN INFRINGEMENT CLAIM. IN NO EVENT SHALL GOOD BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, COLLATERAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR

LOST PROFITS OF CUSTOMER IN CONNECTION WITH ANY CLAIMS, LOSSES, DAMAGES OR INJURIES UNDER THIS SECTION.

BY CUSTOMER. To the extent permitted by law, Customer will defend Good against any cost, loss, damage, or other liability arising from any third party demand or claim that any Third Party Product selected by Customer used in connection with the Service infringes an issued patent, trademark, or copyright of a third party, or misappropriates a trade secret (to the extent that such misappropriation is not the result of Good's actions. Good will reasonably notify you of any such claim or demand that is subject to your indemnification obligation.

## **5. LIMITATION OF LIABILITY**

SUBJECT TO (C) BELOW: (A) GOOD, ITS RESELLERS AND ITS SUPPLIERS EXCLUDE AND DISCLAIM ANY LIABILITY TO CUSTOMER AND ANY USER FOR (i) ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND (ii) LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT), LOSS OF INCOME, DATA, REVENUE, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA, OR COST OF SUBSTITUTE CLIENT SOFTWARE OR SERVICES, OR OTHER ECONOMIC LOSS, WHETHER OR NOT CUSTOMER OR GOOD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE; (B) GOOD'S, ITS RESELLERS' AND ITS SUPPLIERS' AGGREGATE LIABILITY TO CUSTOMER AND ANY USER IN CONNECTION WITH THESE TERMS OR CUSTOMER'S OR ANY USER'S ACCESS TO AND USE OF THE GOOD CLIENT SOFTWARE, GOOD CLOUD OFFERINGS AND SERVICES WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO GOOD IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM OR ACTION AROSE; (C) NEITHER GOOD, ITS RESELLERS NOR ITS SUPPLIERS EXCLUDE OR LIMIT THEIR LIABILITY IN RESPECT OF BODILY INJURY OR WRONGFUL DEATH ARISING FROM THEIR NEGLIGENCE, FRAUDULENT MISREPRESENTATION OR SUCH OTHER MISCONDUCT THAT CANNOT BE EXCLUDED BY APPLICABLE LAW. DESPITE ANY OTHER PROVISION OF THESE TERMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW GOOD, ITS RESELLERS AND ITS SUPPLIERS SHALL HAVE NO LIABILITY DURING ANY EVALUATION, DEMONSTRATION, PRE-RELEASE OR TESTING PERIOD, OR WITH RESPECT TO BANDWIDTH DELIVERY, OR THIRD PARTY PRODUCTS, THIRD PARTY HARDWARE, OR CLIENT SOFTWARE AND SERVICES NOT PROVIDED BY GOOD. TO THE MAXIMUM EXTENT PERMITTED BY LAW, GOOD, ON BEHALF OF ITSELF, ITS RESELLERS AND ITS SUPPLIERS, DISCLAIMS ANY AND ALL LIABILITY FOR EVENTS OR DAMAGES OF ANY NATURE OR KIND RESULTING FROM MISUSE OF THE CLIENT SOFTWARE OR SERVICES. NO RESELLER CAN ENLARGE GOOD'S OBLIGATIONS UNDER THESE TERMS NOR RESTRICT

THESE LIMITATIONS OF LIABILITY. IT IS AGREED BETWEEN THE PARTIES THAT THE FOREGOING LIMITATIONS ARE REASONABLE IN LIGHT OF THE COST OF ALTERNATIVES. FOR CLARITY, NEITHER GOOD NOR ITS RESELLERS SHALL BE LIABLE FOR ANY CLAIMS ARISING FROM USE OF TEST CLIENT SOFTWARE, TESTING OR EVALUATION OF GOOD CLOUD OFFERINGS, SERVICES OR THIRD PARTY PRODUCTS.

## 6. TERM AND TERMINATION.

- a. **Term.** These Terms will commence on the date you first use the Service, and continue until all Service terms expire, unless either party terminates these Terms or all applicable Orders earlier pursuant to this Section.
- b. **Termination for Cause.** Either party may terminate these Terms or specific Order upon written notice if the other party: (i) materially breaches and fails to correct the breach within thirty days following written notice specifying the breach; or (ii) an Insolvency Event occurs, or (iii) in the event that performance under these Terms is prohibited or impracticable under applicable law. Customer acknowledges and agrees that, upon termination, Customer's rights to access the Client Software and Services shall be revoked. Furthermore, Good may suspend a User's access to the Client Software and Services after notice to Customer and, at Good's discretion, reasonable efforts to notify the User, if Good reasonably determines that the User has breached the Acceptable Use Policy. Customer further acknowledges and agrees that, Customer's use of any Good Cloud Offerings is subject to Customer timely payment of term-based Good Cloud Offerings fees. For the purposes of these Terms, an Insolvency Event shall mean in relation to any person any of the following: (a) a court finds the person bankrupt or insolvent, or approves as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the person under any applicable law, or appoints an administrator, receiver, liquidator, trustee (or similar official) of the person or of any substantial part of its property or other assets, or orders the winding up or liquidation of its affairs or any petition is filed seeking any of the foregoing and is not dismissed within seven (7) days; (b) the person itself institutes proceedings to be adjudicated bankrupt or insolvent, or consents to the institution of bankruptcy or insolvency proceedings against it, or files a petition or answer or consent seeking reorganization or relief under any applicable law, or consents to the filing of any such petition or to the appointment of a receiver, liquidator, trustee (or other similar official) of the person or of any substantial part of its property, or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due; (c) any distress, execution or other process being levied or enforced (and not being discharged within seven (7) days) on the whole or a material part of the assets of that person; (d) that person ceasing to carry on business or being deemed to be unable to pay its debts; or (e) the happening in relation to that person of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets.

- c. **Effect of Termination.** Upon termination of these Terms (i) Customer and its Users will cease all use of and access to the Client Software and Services as soon as possible; and (ii) each Party will return and make no further use of the other party's Confidential Information and any materials belonging to the other party. The rights and obligations of the parties, which by their nature survive termination, including but not limited to including, confidentiality, limitation of liability, and governing law, will survive any expiration or termination of these Terms.

## 7. **GOOD PROPRIETARY RIGHTS.**

As between Good and Customer, Good or its licensors own and reserve all right, title and interest in and to the Service, Client Software, and all hardware, software and other items used to provide the Service. Customer's rights to use the Service and Client Software are limited by the rights explicitly granted herein. No title to or ownership of any proprietary rights related to the Service or Client Software is transferred to Customer pursuant to these Terms. All rights not explicitly granted to Customer are reserved by Good. In the event that Customer provides comments, suggestions and recommendations to Good with respect to the Service or Client Software (including, without limitation, with respect to modifications, enhancements, improvements and other changes to the Service or Client Software) (collectively, "**Feedback**"), Customer hereby grants to Good a world-wide, royalty free, irrevocable, perpetual license to use and otherwise incorporate any Feedback in connection with the Service or Client Software. All contents of Good's website and the Services including but not limited to design, text, Client Software, technical drawings, configurations, graphics, other files, and their selection and arrangement are: Copyright © 2014 Good Technology Corporation, and/or the proprietary property of its suppliers, affiliates, or licensors. Good and the Good logo are, trademarks and/or service marks of Good Technology Corporation, and may not be copied, imitated, or used, in whole or in part, without Good's prior written permission or that of our suppliers or licensors. Other product and company names may be trademarks or service marks of their respective owners. Good may have patents, patent applications, trademarks, copyrights, or other intellectual property rights covering the subject matter that is part of the Service. A list of Good's patents is available at <http://www1.good.com/legal/other-legal.html#trademark>.

## 8. **EXPORT.**

The Good Client Software and technical data/documentation, may be subject to U.S. export control laws, and may be further subject to export or import regulations in other countries. Customer agrees to comply with all such regulations and acknowledges that it has the responsibility to obtain licenses to import and re-export Client Software outside the USA. The Good Client Software and documentation may not be downloaded, distributed, or otherwise exported or re-exported (i) into, or to a national or resident of, any country to which the U.S. at any time has embargoed goods or trade restrictions; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons, Denied Entities, and Unverified List. The Client Software and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R.

Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (i) only as Commercial Items and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

## 9. GENERAL

- a. **Severability; Entire Agreement.** If any of the provisions of these Terms 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 these Terms to be otherwise enforceable in such jurisdiction. These Terms are the complete agreement of Good and Customer with respect to the Service and Client Software and its provisions may only be waived or modified in writing signed by a representative of each party with authority to bind.
- b. **Assignment and transfer.** Each party may assign these Terms to a successor in interest with prior written notice, in the event of a merger, acquisition or sale of substantially all assets, but neither may otherwise assign these Terms, in whole or in part, without the other's written consent, which will not be unreasonably withheld, and any attempted assignment in breach of this provision will be void. Good may have some or all of its obligations performed by its chosen suppliers subcontractors for whose performance Good will remain responsible, without notice to Customer.
- c. **Contracting Party; Governing Law; Location For Resolving Disputes.** Customer is contracting with Good Technology Corporation, with an address at 430 N. Mary Avenue, Suite 200 Sunnyvale, CA 94085 USA. The laws of the State of California, U.S.A. govern the interpretation of these Terms and apply to claims for breach of these Terms, regardless of conflict of laws principles. The parties specifically exclude from application to these Terms the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. Customer hereby consents to the personal jurisdiction and venue of the state or federal courts for Santa Clara County, California, USA, for all disputes arising out of or relating to these Terms.
- d. **Notices.** Good may send Customer, in electronic form, information about the Service, additional information, and information the law requires us to provide. Good may provide required information to Customer by email at the address Customer specified when Customer signed up for the Service or by access to a website that Good identifies. Notices emailed to Customer will be deemed given and received when the email is sent. Customer may provide legal notices to Good via email to: [legal-all@Good.com](mailto:legal-all@Good.com), with a duplicate copy sent via registered mail, return receipt requested, to the following address: Good Technology Corporation, Attn: Legal Department, 430 N. Mary Street Sunnyvale, California 94085.
- e. **Changes To The Service and Terms.** Good reserves the right, in its sole discretion, to make necessary unscheduled deployments of changes, updates or enhancements to the Service. Good also reserves the right to revise these Terms

from time to time, and will date and post the most current version of these Terms on the Good website. Any changes will be effective upon the revision date or later effective date indicated on the revised Terms. Good may notify you via the Service, portal, website or by email of material changes to the email address associated with your account. We encourage you to regularly check the website for service, product, and terms updates whenever you visit our website.

- f. **Independent Contractors; No third-party beneficiaries.** Good and Customer are independent contractors, and are not legal partners or agents. There are no intended third party beneficiaries to these Terms.
- g. **Claims.** Claims must be filed within one year. Customer must bring any claim related to these Terms or the Service within one year of the date Customer could first bring the claim, unless local law requires a longer time to file claims.
- h. **Waiver.** The failure of either party to insist upon or enforce strict performance of any of the provisions of these Terms or to exercise any rights or remedies under these Terms will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will remain in full force and effect.

## APPENDIX 1

### GOOD CLOUD OFFERINGS – SERVICE-SPECIFIC TERMS

**GOOD WORK™.** Good Work™ may be provided as a substitute product for Good for Enterprise®.

**NOTICE:** Good Work™ has a distinct architecture, encryption and security model from Good for Enterprise® and other on-premise solutions. For more specifics, refer to the security whitepaper available at [www.good.com](http://www.good.com). You may also wish to consult with your IT department about your organization's security and compliance requirements to ensure that Good's cloud hosted service is right for you.