

## TERMS OF SERVICE

**Last Updated: August 4, 2015**

These Terms of Service ("**Terms**") constitute a binding contract between you, an individual user ("**you**"), and Good Technology Corporation ("**Good**"). These Terms govern your use of Good's "Comes With Data" service ("**Service**"). **BY ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, THEN YOU MAY NOT ACCESS OR USE THE SERVICE.**

**AS FURTHER DESCRIBED BELOW, THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND THESE TERMS ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.**

1. Mobile Carrier Account. To enroll in the Service, you must have an active personal account with a data plan from T-Mobile, AT&T, Verizon, or Sprint (each, a "**Mobile Carrier**"). This list of Mobile Carriers may change at any time without prior notice or liability to you.
2. Registration. You may enroll in the Service by accurately completing the registration process and supplying all requested information. Failure to do so will render Good unable to pay your Mobile Carrier for the business data usage that you consume through use of your Good app(s) (collectively, "**Apps**"). Please note that your employer's expense reimbursement policy may not allow for you to be reimbursed for your work-related data usage other than through the Service.
3. Commencement of Reimbursement. If you complete the registration process by the 24th day of the then-current calendar month, then Good will credit your Mobile Carrier account for your data usage during that month as described in these Terms. If you complete the registration process after the 24th of the then-current calendar month, then payments to your Mobile Carrier will begin the next month, and you will not be entitled to a pro-rated reimbursement for data usage during the month of registration.
4. Reimbursement. Following enrollment, Good will pay your Mobile Carrier on a monthly basis for your consumption of up to 250MB of data through your Apps during the applicable calendar month ("**Reimbursement**"). The Reimbursement will appear as a credit to your account on your monthly bill from your Mobile Carrier. The Reimbursement applies only to data consumption and does not cover voice usage, data roaming, or any other charges. The 250 MB data cap may increase or decrease at any time without prior notice or liability to you as determined by Good in its reasonable discretion. Despite the prior sentences of this Section 4, you are solely responsible for paying your Mobile Carrier bill each month. Good will only credit the Reimbursement to your Mobile Carrier account, which will likely represent only a small part of your total monthly Mobile Carrier bill.
5. Reimbursement Rate. You will be reimbursed at the rate of \$0.03 per megabyte (MB) of data that you consume through your Apps, as reflected and determined by Good's network traffic data

(“**Reimbursement Rate**”). If you have used a fraction of a MB, then Good will round up to the next full MB. Good’s determinations of data consumption are final. You acknowledge and agree that the Reimbursement Rate is fair and reasonable and that it may change at any time, that the Reimbursement Rate may differ from the rate charged by your Mobile Carrier, and you waive any right to claim any entitlement to additional reimbursement from Good to the greatest extent permitted by applicable law. To the extent you may be entitled to additional reimbursement beyond the Reimbursement Rate, you acknowledge and agree that you will, subject to Section 2 above, seek such additional reimbursement, if any, from your employer.

6. Accessing Reimbursement Information. You may view any payments that Good makes to your Mobile Carrier account by logging into the portal at <https://register.dataservices.good.com>. Each month, Good will send you an email verifying that the Reimbursement been successfully credited to your Mobile Carrier account.
7. Eligibility for Service. Good may implement further integration with your Mobile Carrier allowing your data usage via the Apps to be paid directly without appearing on your monthly Mobile Carrier invoice. This may result in you no longer being able to use the Service to receive a monthly Reimbursement. If this happens, then Good will notify you that you will no longer be eligible to receive reimbursements through the Service. In addition, Good may suspend or terminate your access to the Service for any or no reason without liability to you.
8. Dispute Resolution.
  - a. Mandatory Arbitration. Please read this carefully. It affects your rights. YOU AND GOOD, AND EACH OF OUR RESPECTIVE CORPORATE PARENTS, SUBSIDIARIES, AFFILIATES, PREDECESSORS IN INTEREST, SUCCESSORS AND PERMITTED ASSIGNS, AND ANY OTHER PARTIES ON WHOSE BEHALF YOU ARE ACCESSING THE SERVICE, AGREE TO ARBITRATION (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT), AS THE EXCLUSIVE FORM OF DISPUTE RESOLUTION EXCEPT AS PROVIDED FOR BELOW, FOR ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Please visit [www.adr.org](http://www.adr.org) for more information about arbitration.
    - i. Commencing Arbitration. A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of intent to arbitrate (a “**Notice**”). But, if you do not provide Good with your mailing address, Good may provide Notice to you via any other method available, including via e-mail. The Notice to Good must be sent to Good at 430 N. Mary Avenue, Suite 200, Sunnyvale, CA 94085, Attn: Legal Department - General Counsel (the “**Arbitration Notice Address**”). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (the “**Demand**”). If you and Good do not reach an agreement to resolve the claim within 30 days after the Notice is received, then you or Good

may commence an arbitration proceeding as set forth below or file a claim in small claims court. THE ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (THE “Rules”), AS MODIFIED BY THIS AGREEMENT. The Rules and AAA forms are available online at [www.adr.org](http://www.adr.org). If you are required to pay a filing fee to commence an arbitration against Good, then Good will promptly reimburse you for your confirmed payment of the filing fee upon Good’s receipt of Notice at the Arbitration Notice Address that you have commenced arbitration along with a receipt evidencing payment of the filing fee, unless your Demand is equal to or greater than \$1,000 or was filed in bad faith, in which case you are solely responsible for the payment of the filing fee.

- ii. Arbitration Proceeding. The arbitration will be conducted in the English language. A single independent and impartial arbitrator will be appointed pursuant to the Rules, as modified herein. You and Good agree to comply with the following rules, which are intended to streamline the dispute resolution process and reduce the costs and burdens on the parties: (a) the arbitration will be conducted by telephone, online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration; (b) the arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- iii. No Class Actions. **YOU AND GOOD HEREBY AGREE THAT YOU AND GOOD MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, YOU AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND THAT IF THIS SPECIFIC PROVISIO IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS MANDATORY ARBITRATION SECTION WILL BE NULL AND VOID.**
- iv. Decision of the Arbitrator. Barring extraordinary circumstances, the arbitrator will issue his or her decision within 120 days from the date the arbitrator is appointed. The arbitrator may extend this time limit for an additional 30 days in the interests of justice. All arbitration proceedings will be closed to the public and confidential and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The award of the arbitrator will be in writing and will include a statement setting forth the reasons for the disposition of any claim. The arbitrator will apply the laws of the State of California in conducting the arbitration. You acknowledge that these Terms and your use of the Service evidences a transaction involving interstate commerce. The United States Federal Arbitration Act will govern the interpretation, enforcement, and proceedings of any arbitration arising under these Terms.

- b. Equitable Relief. The foregoing provisions of this Dispute Resolution section do not apply to any claim in which either party seeks equitable relief to protect such party's copyrights, trademarks, patents or trade secrets. You acknowledge that, in the event of a breach of these Terms by Good or any third party, the damage or harm, if any, caused to you will not entitle you to seek injunctive or other equitable relief against Good, and your only remedy will be for monetary damages, subject to the limitations of liability set forth in these Terms.
  - c. Claims. You and Good agree that, notwithstanding any other rights the party may have under law or equity, any cause of action arising out of or related to these Terms or the Service must commence within one year after the cause of action accrues. Otherwise, such cause of action is permanently barred.
  - d. Improperly Filed Claims. All claims you bring against Good must be resolved in accordance with this Dispute Resolution section. All claims filed or brought contrary to this Dispute Resolution section will be considered improperly filed. Should you file a claim contrary to this Dispute Resolution section, Good may recover attorneys' fees and costs up to \$5,000, provided that Good has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.
  - e. Modifications. In the event that Good makes any future change to this Dispute Resolution section (other than a change to Good's Arbitration Notice Address), you may reject any such change by sending us written notice within thirty (30) days of the change to Good's Arbitration Notice Address, in which case your account with Good and your right to use the Service will terminate immediately, and this Dispute Resolution provision, as in effect immediately prior to the amendments you reject, will survive the termination of the Terms.
  - f. Enforceability. If only Section 8.a.2 or the entirety of this Section 8 is found to be unenforceable, then the entirety of this Section 8 will be null and void. Under these circumstances, the parties agree that any action arising from these Terms will be subject to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California, and you hereby irrevocably submit to personal jurisdiction in such courts, and waive any defense of inconvenient forum.
9. Warranty Disclaimer; Limitations on Liability. THE SERVICE AND ANY CONTENT THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. ACCORDINGLY, GOOD MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE SERVICE AND ANY CONTENT THEREIN, AND GOOD HEREBY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL GOOD BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OR INABILITY TO USE THE SERVICE. GOOD'S LIABILITY TO YOU ARISING FROM YOUR USE OR INABILITY TO USE THE SERVICE IS LIMITED TO THE GREATER OF (A) THE AMOUNT THAT GOOD CREDITS TO YOUR MOBILE CARRIER ACCOUNT THROUGH YOUR USE OF THE SERVICE OR (B) \$50.00 USD. SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, GOOD'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

10. Other Terms. Any information that Good obtains from you in connection with your use of the Service will be collected, use and disclosed in accordance with the privacy policy located at <https://www1.good.com/legal/privacy.html>. These Terms are specific to you using the Service and do not cover your use of any other software applications provided by Good. Accordingly, you are also bound by any other agreement(s) imposed by Good when you use those other software products. In the event of any conflict between these Terms and other agreement with Good, these Terms will control to the extent of the conflict.
  
11. Miscellaneous. These Terms are in effect until terminated. Either party may terminate these Terms for convenience. You may terminate these Terms by cancelling your enrollment through the functionality offered on the Service. We may terminate these terms upon 5 days' notice to you. By using the Service, you consent to receiving certain electronic communications from Good, and you agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. Good may change these Terms at any time without prior notice. The revised Terms will become effective upon posting to the Service. Use of the Service after the revised Terms are posted to the Service will constitute your acceptance of the revised Terms. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Good. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, then the invalidity of the provision will not affect the validity of the remaining provisions of these Terms, which will remain in full force and effect. Good's failure to enforce any provision of these Terms will not be construed as a waiver of that or any other provision. No waiver will be effective against Good unless made in writing. These Terms constitute the entire agreement between you and Good with respect to the Service, and supersede all previous or contemporaneous agreements, whether written or oral. Section headings are provided merely for convenience and will not be given any legal import. You may not assign these Terms or any of the rights granted under these Terms without the prior express written consent of Good. Good may assign these Terms, including all of its rights hereunder, without restriction.
  
12. Contact. If you have any questions about these Terms or if you need to contact us, you may contact Good via email at [legal-all@good.com](mailto:legal-all@good.com) or by mail at 430 N. Mary Avenue, Suite 200, Sunnyvale, CA 94085.