

**GOOD DYNAMICS™**  
**ENTERPRISE DEPLOYMENT AGREEMENT**  
**Version: 2012.03.16EX**

This Enterprise Deployment Agreement (“Agreement”) is a legally binding agreement between Visto Corporation, dba Good Technology (“Good”), and the legal entity or organization that you represent (hereinafter “You” or “Your” as is grammatically correct) and shall be effective as of the earliest of (i) the date You first Use the Good Dynamics Software; or (ii) the date You sign this Agreement (“Effective Date”). This Agreement governs Your use of the Good Dynamics Software, including any updates, supplements, Internet-based services, and support services provided by Good or its agents with respect to the Good Dynamics Software (as more particularly defined below, collectively, the “GD Service”), unless other terms accompany those items.

**BY USING THE GOOD DYNAMICS SOFTWARE OR SERVICE AND/OR BY SIGNING HEREIN, YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THEM, DO NOT COPY, INSTALL, OR USE ANY PORTION OF THE SOFTWARE OR ACCESS THE SERVICE.**

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

**A. Definitions.**

The following capitalized terms shall have the following meanings for purposes of this Agreement:

“Application” means a single third-party mobile device software application program that (i) has been modified by You or any Good-authorized third party developer, in either case under the terms of the Good Dynamics Software Development Kit (SDK) Developer Terms and Conditions, to use and/or incorporate any of the Good Dynamics Software. “Application” also includes bug fixes, updates, and upgrades of such third-party software application programs. Applications may be available on a commercial basis from Good or Good-approved software vendors and third-party resellers (e.g., iTunes or Android Market, etc.). If an Application is unavailable from such sources, You may need to create the Application using the Good SDK under the terms of the Good Dynamics Software Development Kit (SDK) Developer Terms and Conditions, at your sole expense.

“Documentation” means the user manuals, training manuals and other technical documentation applicable to the Good Dynamics Software (but not including any marketing materials), including additional, updated or revised documentation, if any, supplied by Good or its agents to You under this Agreement.

“Enterprise Deployment License” is defined in Section B(1) below.

“Fees” means all fees payable by You to Good for use of the GD Service, as set forth in any applicable Order(s) accepted by Good.

“Good Dynamics Client Access License” or “GD CAL” means the per-unit measurement utilized for the purpose of determining the extent of Your license rights with respect to the client component of the Good Dynamics Software under an Order, and the amount of Fees payable by You for such license rights. Each individual GD CAL unit purchased by You under this Agreement permits You to use or access one instance of the Good Dynamics Client Libraries in connection with one instance of an Application on a single user device, subject to the license terms below. Each purchase of a “CAL Pack” permits You to use or access more than one instance of the Good Dynamics Client Libraries (up to the quantity specified in the Order) in connection with more than one instance of one or more Application(s) (up to the quantity specified in the Order), in each case, on a single user device and subject to the license terms below. GD CALs and CAL Packs may not be shared or used concurrently by more than one user or on more than one user device. Subject to the foregoing, a GD CAL or CAL Pack may be transferred from one Application or user device to another Application or user device, so long as the previous instance is uninstalled and any further use thereof is discontinued.

“Good Dynamics Client Libraries” means the Good client runtime libraries portion of the Good Dynamics Software.

“Good Dynamics Enterprise Server” means an instance of the Good enterprise server portion of the Good Dynamics Software, comprising the Good Control and Good Proxy software modules, configured to operate with one or more Applications and the Good Network Operations Center (“NOC”).

“Good Dynamics Service” or “GD Service” refers to the Good Dynamics Software and services provided by the Good NOC that (i) allow an Application incorporating the Good Dynamics Client Libraries to securely connect and communicate with the Good Dynamics Enterprise Server and (ii) provides application and policy management functions for such Application.

“Good Dynamics Software” means the Good Dynamics Client Libraries and the Good Dynamics Enterprise Server, and all libraries, application programming interfaces (APIs), sample code and associated Documentation made available by Good to You under this Agreement, excluding any Open Source Software. “Good Dynamics Software” also includes any upgrades, updates, bug fixes or modified versions, related documentation and backup copies of the Good Dynamics Software licensed or provided to You by Good directly or indirectly throughout the term of this Agreement.

“Good Dynamics Software Development Kit” or “Good SDK” means the Software Development Kit provided by Good to You or any Good-approved third party developer, for the purpose of creating Applications that are compatible for use with the Good Dynamics Enterprise Server.

“Good Dynamics Software Development Kit (SDK) Developer Terms and Conditions” means the license provided by Good that governs use of the Good SDK.

“Intellectual Property Rights” means any and all rights existing from time to time under patent, copyright, trademark, trade secret, unfair competition, moral rights, publicity rights, or privacy rights laws, and any and all other proprietary rights.

“Open Source Software” means any software or software component, module or package that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software or similar licensing or distribution models, including, without limitation, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (a) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL); (b) the Artistic License (e.g., PERL); (c) the Mozilla Public License; (d) the Netscape Public License; (e) the BSD License; and (f) the Apache License.

“Order” means an order form submitted by or on behalf of You for an Enterprise Deployment License that is accepted by Good and sets forth the number of GD CALs and/or CAL Packs and the number of Applications allowed for use with such CAL Packs, the limited license term applicable to such GD CALs and/or CAL Packs, the level of technical support and maintenance services applicable to such GD CALs and/or CAL Packs, and the Fees payable by You with respect to such GD CALs and/or CAL Packs.

## **B. License.**

- 1. Enterprise Deployment License.** Subject to Your continuing compliance with the terms of this Agreement and timely payment of all applicable Fees, Good grants You a limited-term, non-exclusive, non-transferable right to copy and use (i) the Good Dynamics Enterprise Server; and (ii) the Good Dynamics Client Libraries incorporated in Application(s), solely to the extent specified and during the applicable license term specified for GD CALs and/or CAL Packs in applicable Order(s), and solely for the purpose of the use of Applications in conjunction with the Good Dynamics Service by You and Your end users for Your internal business purposes, and not for distribution or delivery to any third party, commercial or otherwise (“Enterprise Deployment License”).
- 2. Restrictions.** The Enterprise Deployment License is not transferable. You may only use the Good Dynamics Client Libraries in accordance with the Enterprise Deployment License, and only in object code form in conjunction with and as a part of an Application that adds significant and primary functionality to the Good Dynamics Client Libraries. You shall not remove or alter any copyright notice or any other notices that appear on the Good Dynamics Software. Unless Good has provided You with express written approval in advance, You shall not (and shall not allow Your end users or any other third party to): (a) modify or create derivative works of any Good Dynamics Software; (b) reverse engineer (except to the extent that applicable law prohibits reverse engineering restrictions, in which case You shall provide advance written notice to Good), decompile, decrypt or attempt to discover any source code or underlying ideas or algorithms of any Good Dynamics Software or disable, damage or attempt to penetrate the GD Service in any manner,

including, without limitation, pursuant to an “ethical hack”; (c) provide, lease, lend, transfer, assign, sublicense, use for timesharing or service bureau purposes or otherwise use or allow the use of the Good Dynamics Software for the benefit of any third party (including by way of multiplexing or pooling); or (d) disclose the results of any benchmark testing, technical results or other performance data relating to the Good Dynamics Software or the GD Service. You shall be solely responsible for Your end users’ compliance with the terms and conditions of this Agreement and all applicable laws.

3. **Security Obligations.** You and Your end users shall be responsible for maintaining the security of the servers and devices where the Good Dynamics Software is installed as well as the account information, passwords (including but not limited to requiring the use of cryptographically strong and regularly modified administrative and user passwords) and files, and for all uses of the same with or without such party’s knowledge or consent.
4. **Application Restrictions.** You acknowledge and agree that Good reserves the right to accept, limit, or reject Your access to the Good Dynamics Service under certain circumstances. Without limitation:
  - i. The Good Dynamics Service is intended for Applications sending and receiving asynchronous text-based data, and not voice, video or other bandwidth-intensive or latency-sensitive applications. You agree not to exploit or authorize or allow Applications to exploit the GD Service provided hereunder in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. Good reserves the right to (i) limit or terminate the GD Service with respect to Applications that in Good’s reasonable judgment exceed acceptable NOC bandwidth use limits; or (ii) charge additional Fees for the GD Service for Applications that exceed Good’s acceptable NOC bandwidth use limits.
  - ii. Applications must not contain any malware, malicious or harmful code, program, or other internal component (e.g., computer viruses, trojan horses, “backdoors”) which could damage, destroy, or adversely affect the Good Dynamics Software, GD Service, or other software, firmware, hardware, data, systems, services, or networks.
  - iii. Good reserves the right to reject any Order or rescind Your license to use any Application with the GD Service which has as its primary functionality the mobile delivery of email/calendar/contacts or other functionality offered by products of Good Technology.
  - iv. You agree and acknowledge that the Good Dynamics Software is not designed for and is not authorized for use in any situation where failsafe performance is required (e.g. medical uses, mechanical control of machinery, aeronautics, etc.) Without limitation, You agree that the Good Dynamics Software and GD Service may not be relied upon for (i) the transmission of data relating to emergency, mission critical, life-threatening situations; or (ii) any use where failure could lead to death, personal injury, or environmental damage.

**C. Fees.**

**\*\*NOTE THIS “FEES” SECTION IS ONLY APPLICABLE TO PURCHASES OF GD CALs AND/OR CAL PACKS DIRECTLY FROM GOOD AND NOT THROUGH AN AUTHORIZED GOOD RESELLER\*\***

1. **Submission of Orders.** By submitting an Order, You agree to pay all applicable Fees specified in such Order. All Orders are irrevocable upon delivery to Good and are subject to Good’s acceptance. All Fees and other amounts due to Good under an Order (e.g., reimbursable expenses) are exclusive of taxes, withholding, duties, levies, tariffs, and other governmental charges, including without limitation sales taxes and VAT, (collectively, “Taxes”), and You are responsible for payment of all Taxes accruing with respect to the transactions contemplated under this Agreement (except for any Taxes applicable to Good’s net income).
2. **Payment.** With respect to any Orders placed directly with Good, Good will invoice You for the agreed upon Fees, if any, as set forth in such Order upon Good’s acceptance of the Order. Each invoice is due and payable within thirty (30) days from the invoice date. If Good has not received payment within sixty (60) days after the due date, interest will accrue on past due amounts at the greater of one percent (1%) per month or the legal maximum, and You will be responsible for Good’s costs of collection. You acknowledge that, in addition to any other rights it may have, Good may suspend or terminate Your use of the GD Service in the event You fail to pay any Fees when due or otherwise materially breach this Agreement, with or without prior notice to You.

3. **Additional License Fees.** You acknowledge that Your right to use the GD Service is limited to use of the GD Service by no more than the maximum number of licensed GD CALs and/or CAL Packs with the number of Applications and allowed devices specified in applicable Order(s), solely for the limited license term(s) specified in such Order(s). In the event Your usage of the GD Service in any month during the Term exceeds the limits specified in applicable Order(s), Good may a) hold You responsible for payment for any additional Fees associated with any such excess usage and/or b) limit or terminate Your access to the GD Service.

**D. Support and Maintenance.** Good will provide You with the technical support and maintenance services with respect to the Good Dynamics Software, at the relevant service level specified for GD CALs and/or CAL Packs in applicable Order(s), for the duration of the limited license term applicable to such GD CALs and/or CAL Pack. Service descriptions and additional terms and conditions applicable to the technical support and maintenance service available for the Good Dynamics Software may be obtained at the following address: <https://begood.good.com/legal>.

**E. Representations and Warranties.**

1. **Mutual.** Each party represents and warrants to the other party that the execution, delivery, and performance of this Agreement (i) is within its corporate powers, (ii) has been duly authorized by all necessary corporate action on such party's part, and (iii) does not and will not contravene or constitute a default under, and is not and will not be inconsistent with, any judgment decree or order, or any contract, agreement, or other undertaking, applicable to such party.
2. **Limited Performance Warranty.** Good warrants that for ninety (90) days after an Order is accepted by Good (the "Warranty Period"), the Good Dynamics Software made available to You by Good in connection with the Order will substantially conform to the technical specifications set forth in applicable Documentation. Your sole and exclusive remedy for any breach of this limited warranty will be, at Good's sole option, the repair or replacement of the applicable portion of the Good Dynamics Software or, if repair or replacement is not feasible, refund of the Fees paid with respect to any non-conforming portion of the Good Dynamics Software (in which case the Enterprise Deployment License applicable to such software will automatically terminate). The warranty set forth in this Section is limited solely to the Good Dynamics Software provided to You by Good Technology and does not extend to the performance or functionality of any mobile device(s) or infrastructure required to access or use the Good Dynamics Software or GD Service or any third-party software or hardware used by You in conjunction with the GD Service, including, without limitation any function other than the Good Dynamics Client Libraries incorporated in Applications.
3. EXCEPT AS EXPRESSLY SET FORTH ABOVE IN SECTION (E)(2) ABOVE, GOOD EXPRESSLY DISCLAIMS ALL WARRANTIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE GOOD DYNAMICS SOFTWARE OR GD SERVICE OR ANY OTHER ASPECT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. GOOD DOES NOT WARRANT THAT THE GOOD DYNAMICS SOFTWARE WILL MEET ALL OF YOUR REQUIREMENTS OR THAT THE ACCESSIBILITY OR OPERATION OF THE GOOD SOFTWARE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. IN NO EVENT WILL GOOD BE LIABLE TO YOU OR TO ANY OTHER INDIVIDUAL OR ENTITY AFFILIATED WITH YOU FOR ANY CLAIM, LOSS, OR DAMAGE ARISING OUT OF THE OPERATION OR AVAILABILITY OF THE GOOD DYNAMICS SOFTWARE OR GD SERVICE.

**F. LIMITATION OF LIABILITY.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY: (A) GOOD, ITS RESELLERS AND ITS SUPPLIERS EXCLUDE AND DISCLAIM ANY LIABILITY FOR (i) ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND (ii) LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT), INCOME, DATA, REVENUE, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA, COST OF SUBSTITUTE SOFTWARE OR SERVICES, OR OTHER ECONOMIC LOSS; (B) UNDER NO CIRCUMSTANCES WILL GOOD, ITS RESELLERS AND/OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR AN AMOUNT GREATER THAN TOTAL FEES PAID BY YOU HEREUNDER TO GOOD DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE

LIABILITY AROSE; (C) GOOD, ITS RESELLERS AND ITS SUPPLIERS SHALL HAVE NO LIABILITY TO YOU OR ANY THIRD PARTY DURING ANY DEVELOPMENT USAGE, TRIAL, EVALUATION, DEMONSTRATION, BETA OR TESTING PERIOD, OR WITH RESPECT TO SERVERS, DATA ACCESS, OR THIRD PARTY HARDWARE, SOFTWARE OR SERVICES NOT PROVIDED BY GOOD; (D) GOOD, ITS RESELLERS AND SUPPLIERS DISCLAIM ANY AND ALL LIABILITY OF ANY KIND RESULTING FROM MISUSE OF THE GOOD DYNAMICS SOFTWARE OR FROM ANY FAILURE BY YOU OR OTHER THIRD PARTIES TO KEEP SECURE OR LIMIT ACCESS TO SERVERS AND DEVICES; AND (E) NO RESELLER CAN ENLARGE GOOD'S OBLIGATIONS UNDER THIS AGREEMENT NOR RESTRICT THESE LIMITATIONS OF LIABILITY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

## **G. Indemnification.**

### **1. Indemnification by Good.**

- i. Good shall defend You against any claim brought by a third party against You alleging that Your use of the Good Dynamics Software provided by Good to You under this Agreement in accordance with the Documentation infringes a valid patent, trade secret, copyright or other Intellectual Property Right ("Infringement Claim"). In addition to Good's obligation to defend, and subject to the same conditions, Good shall pay all damages finally awarded against You by a court of competent jurisdiction to the extent based upon a Good Infringement Claim. If the Good Dynamics Software is or Good determines in its sole discretion that it may become subject to a Infringement Claim, then Good may at any time, at its sole option: (i) obtain a license for You to continue to use the Good Dynamics Software; (ii) provide You with substantially equivalent, non-infringing replacement software; or (iii) refund a pro-rata portion of the Fees paid by You to Good for the Good Dynamics Software that is subject to the Infringement Claim, in which case, the Enterprise Deployment License applicable to such Good Dynamics Software will automatically terminate.
- ii. **Exclusions and Disclaimer.** Notwithstanding any other terms of this Agreement, Good shall have no liability to You for any Infringement Claim to the extent arising out of or related to: (a) use of Good Dynamics Software in connection or in combination with any equipment, devices or software not provided by Good; (b) use of the Good Dynamics Software in a manner for which it was not designed; (c) any modification of the Good Dynamics Software by anyone other than Good; (d) compliance by Good with Your designs, specifications, guidelines or instructions; (e) continued allegedly infringing activity by You after being notified thereof or being informed of modifications that would have avoided the alleged infringement; or (for (f) Your use of the Good Dynamics Software after Good's notice to You that You must cease use of such software to avoid further infringement. In addition, Good shall not be responsible for any compromise or settlement of any Infringement Claim made by You without Good's prior written consent.

### **2. Indemnification by You.**

- i. You will, at Your sole expense, defend, indemnify, save and hold harmless Good and Good's officers, directors, agents and employees from any and all claims made or brought against Good and/or any losses incurred by Good or any third party arising out of or relating to (i) any breach of Your representations, warranties, or covenants set forth in this Agreement; (ii) the infringement, violation, or misappropriation of a valid patent, trade secret, copyright or other Intellectual Property Right by any information, data, or material combined with or entered by you into the Good Dynamics Software or by Your use of the Good Dynamics Software in a manner not permitted in applicable Documentation or in violation of this Agreement; (iii) any products and services that you market, promote, sell, or distribute to third-parties. In addition to Your obligation to defend, You shall pay all damages finally awarded against Good by a court of competent jurisdiction to the extent based upon any claim covered under this Section.
3. **Requirements.** As an express condition to receiving indemnification under this Agreement, any party seeking indemnification will (i) promptly notify the indemnifying party in writing upon learning any facts that may give rise to a claim for indemnification under this Agreement (provided that any delay in notification will not relieve the indemnifying party of its obligations hereunder except to the extent that the indemnifying party is actually prejudiced by such delay); (ii) provide the indemnifying party with reasonable information, assistance and cooperation in defending the lawsuit or proceeding (at the indemnifying party's expense, to the extent of any out-of-pocket expenses); and (iii) give the indemnifying party full control and sole authority over the

defense and settlement of such claim, subject to the indemnified party's approval of any such settlement, which approval will not be unreasonably withheld or delayed.

4. GOOD'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY AND GOOD'S ENTIRE LIABILITY WITH RESPECT TO AN INFRINGEMENT CLAIM.

#### H. Term & Termination.

1. **Term.** The term of this Agreement ("Term") will begin on the Effective Date remain in effect until terminated in accordance with its terms.
2. **Termination on Breach.** Either party may terminate this Agreement if the other party materially breaches this Agreement (including, without limitation, your failure to pay any Fees required herein) and such breach is not cured within thirty (30) days after written notice thereof by the non-breaching party.
3. **Effects of Termination.** Upon the expiration or termination of this Agreement for any reason (i) all rights and licenses granted to You hereunder will immediately terminate, including the Enterprise Deployment License; (ii) You will make no further use of the Good Dynamics Software or the GD Service; (iii) within ten (10) days, You will, at Good's option, either destroy or permanently erase all copies of the Good Dynamics Software and the Documentation under Your control, or return such copies to Good; and (iv) within ten (10) days, You will destroy any of Good's Confidential Information in Your possession or under your control. Upon any expiration or termination of this Agreement, You will still be obligated to pay all Fees that have accrued prior to the effective date of such expiration or termination, on the payment terms set forth in this Agreement. Either party's termination of this Agreement will be without prejudice to any other right or remedy that it may have at law or in equity, and will not relieve either party of breaches occurring prior to the effective date of such termination. Sections A, B(2), C, E, F, G, H(3) and I, will survive the expiration of the license(s) granted herein or any termination of this Agreement, howsoever occurring.

#### I. General.


1. **Compliance with Law; Export Restrictions.** The Good Dynamics Software may be subject to U.S. and foreign export and import control laws, including without limitation the U.S. Export Administration Act. You agree to comply with all such laws and regulations and acknowledge that You are solely responsible for obtaining any necessary licenses to import and export Good Dynamics Software outside the USA. You represent and warrant that You will not download, distribute, or otherwise export or re-export Software (i) into, or to a national or resident of, Cuba, Iran, North Korea, Sudan, Syria or 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.
2. **Government End Users.** The Good Dynamics Software is a "Commercial Item", 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.
3. **Privacy Policy.** You consent to Good's (including Good's affiliates, service providers and resellers within and outside the United States) collection, processing, transmission and disclosure of any personally identifiable information or other data submitted by You or Your customers or end users to Good, in accordance with the terms specified in Good's Privacy Policy, ("Privacy Policy"), as Good may modify from time to time. You may obtain a copy of the current version of the Privacy Policy at the following address: [www.good.com/Privacy](http://www.good.com/Privacy). You, Your customers, and your end users consent to any amendments to the Privacy Policy by continuing to use the Good Dynamics Software or GD Service after such amendments are published on Good's website. You will at all times comply with all applicable data protection laws and any other laws applicable to Your use of the GD Service and will obtain the prior consent of all end users to the collection, use or delivery to Good of such end users' personally identifiable information, to the extent required by applicable law.

4. **Confidentiality.** Except to the extent expressly permitted under this Agreement, You shall not use or disclose to any third party any non-public information related to the Good Dynamics Software or GD Service, including, without limitation, with respect to Your use or testing of the Good Dynamics Software or GD Service or the terms of this Agreement (“Good’s Confidential Information”). Notwithstanding the foregoing, You may disclose such information on a need to know basis to those of your employees and independent contractors who are subject to a legally enforceable obligation to maintain the confidentiality of such information.
5. **Intellectual Property.** The Good Dynamics Software and GD Service is protected by US and international copyrights, patents, trade secrets, and other Intellectual Property Rights. Good and/or its licensors shall retain all right, title, interest, ownership and other Intellectual Property Rights in and to the Good Dynamics Software and GD Service. This Agreement confers no title or ownership in the Software or, except with respect to the Enterprise Deployment License, any rights therein. You may, but are not obligated to, provide Good suggestions, comments and feedback, in oral or written form, about the Good Dynamics Software (“Good Feedback”), and in connection with providing such Good Feedback, You hereby grant and shall grant Good, without charge, all right, title and interest necessary to use, share, and commercialize the Good Feedback in any way and for any purpose. In the event you provided an Application to Good for the purpose of any review, analysis, or assistance as set forth herein, You grant to Good a revocable, worldwide, non-exclusive, royalty-free, internal-use only license to use the Application during the Term in executable object code form, solely for such purpose and not for any other commercial use. The preceding sentence only grants a limited license and is not a sale of the Application or any portion or copy thereof, and Good obtains no right, title or interest from You under this Agreement in or to any such Applications. Good reserves any and all rights not expressly granted to You herein.
6. **Miscellaneous.** You may not assign, transfer or pass through Your rights under this Agreement, or subcontract or otherwise delegate Your obligations under this Agreement without Good’s prior written consent, and any attempt to do so shall be void. No agency, franchise, partnership, joint venture, sales representative, or employment relationship is created as a result of this Agreement and neither party shall have any authority of any kind to bind the other in any respect whatsoever. Neither party shall be liable for nonperformance or delay in performance (other than for obligations regarding payment of money or confidentiality) caused by any event reasonably beyond the control of such party, including, but not limited to, acts of God or war. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any provision of this Agreement or of any subsequent breach of the same and no waiver of any provision of this Agreement will be effective unless made in writing. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement constitutes the entire agreement between the parties and supersedes and cancels all prior agreements and understandings between them (whether oral or written) relating to the subject matter hereof. No modification of this Agreement will be binding on either party unless it is in writing and signed by authorized representatives of each party. This Agreement will be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under this Agreement. No rule of strict construction will be applied against either party. This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of California, without reference to its choice of law principles to the contrary. Neither party will commence or prosecute any action, suit, proceeding or claim arising out of or related to this Agreement other than in the state or federal courts located in Santa Clara County, State of California. Each party hereby irrevocably consents to the jurisdiction and venue of such courts in connection with any such action, suit, proceeding or claim. Notwithstanding the foregoing, You acknowledge that damages may be an inadequate remedy in the case of Your breach the provisions of this Agreement related to confidentiality and Good’s Intellectual Property Rights, and that Good may therefore seek equitable relief in addition to any other remedies it may have for such breach in any court of competent jurisdiction. In any suit, arbitration, mediation or other action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its costs, including reasonable attorneys’ fees.

7. **Counterparts.** The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

**Agreed and Accepted:**

**Visto Corporation dba Good Technology**

  
**(“You” – Entity represented by individual executing on its behalf below)**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_