MDM SERVICE TERMS & CONDITIONS

The following terms and conditions apply to every Customer/user ("Customer") of the Franklin MDM service and their respective organizations. When logging into the MDM service Customer will acknowledge and affirm that they have read and understand these Terms and Conditions and agree to comply with them.

1. SAAS SERVICES

1.1 During the Subscription Term, Customer will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the SaaS Services subject to the terms of this Agreement.

2. RESTRICTIONS

2.1 Customer shall not, and shall not permit anyone to: (i) copy or republish the SaaS Services or Software, (ii) make the SaaS Services available to any person other than authorized users, (iii) modify or create derivative works based upon the SaaS Services or Documentation, (iv) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the software used to provide the SaaS Services or in the Documentation, (v) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the SaaS Services, except and only to the extent such activity is expressly permitted by applicable law, or (vi) access the SaaS Services or use the Documentation in order to build a similar product or competitive product. Subject to the limited licenses granted herein, Franklin shall own all right, title and interest in and to the Software, services, Documentation, and other deliverables provided under this SaaS Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein. Customer agrees to assign all right, title and interest it may have in the foregoing to Franklin.

3. CUSTOMER RESPONSIBILITIES

3.1 Assistance. Customer shall provide commercially reasonable information and assistance to Franklin to enable Franklin to deliver the SaaS Services. Upon request from Franklin, Customer shall promptly deliver Customer Content to Franklin in an electronic file format specified and accessible by Franklin. Customer acknowledges that Franklin's ability to deliver the SaaS Services in the manner provided in this SaaS Agreement may depend upon the accuracy and timeliness of such information and assistance.

3.2 Compliance with Laws. Customer shall comply with all applicable local, state, national and foreign laws in connection with its use of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data. Customer acknowledges that Franklin exercises no control over the content of the information transmitted by Customer through the SaaS Services. Customer shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

3.3 Unauthorized Use; False Information. Customer shall: (a) notify Franklin immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (b) report to Franklin immediately and use reasonable efforts to stop any unauthorized use of the SaaS Services that is known or suspected by Customer or any user, and (c) not provide false identity information to gain access to or use the SaaS Services.

3.4 Administrator Access. Customer shall be solely responsible for the acts and omissions of its Users. Franklin shall not be liable for any loss of data or functionality caused directly or indirectly by Users.

3.5 Customer Input. Customer is solely responsible for collecting, in putting and updating all Customer Content stored on the Host, and for ensuring that the Customer Content does not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, or (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious. Customer shall: (i) notify Franklin immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (ii) report to Franklin immediately and use reasonable efforts to stop any unauthorized use of the Service that is known or suspected by Customer, and (iii) not provide false identity information to gain access to or use the Service.

3.6 License from Customer. Subject to the terms and conditions of this SaaS Agreement, Customer shall grant to Franklin a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display and transmit Customer Content solely as necessary to provide the SaaS Services to Customer.

3.7 Ownership and Restrictions. Customer retains ownership and intellectual property rights in and to its Customer Content. Franklin or its licensors retain all ownership and intellectual property rights to the services, Software programs, and anything developed and delivered under the Agreement. Third party technology that may be appropriate or necessary for use with some Franklin programs is specified in the program Documentation or ordering document as applicable. Customer's right to use such third-party technology is governed by the terms of the third-party technology license agreement specified by Franklin and not under the Agreement.

3.8 Suggestions. Franklin shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the SaaS Services any suggestions, enhancement requests, recommendation or other feedback provided by Customer, including Users, relating to the operation of the SaaS Services.

4. TERMINATION

4.1 Suspension for Ongoing Harm. Franklin reserves the right to suspend delivery of the SaaS Services if Franklin reasonably concludes that Customer or a user's use of the SaaS Services is causing immediate and ongoing harm to Franklin or others. In the extraordinary case that Franklin must suspend delivery of the SaaS Services, Franklin shall immediately notify Customer of the suspension and the parties shall diligently attempt to resolve the issue. Franklin shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to any suspension of the SaaS Services in accordance with this agreement.

5. LIMITATIONS OF LIABILITY

5.1 FRANKLIN SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THE USE OF THE MDM SERVICE, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), SHALL EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS SAAS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE THE CLAIM AROSE. The foregoing limitations shall not apply to the parties' obligations (or any breach thereof) under Sections entitled "Restriction", "Indemnification", or "Confidentiality".

6. PERSONAL DATA

6.1 Personal Data. Customer hereby acknowledges and agrees that Franklin's performance of this SaaS Agreement may require Franklin to process, transmit and/or store Customer personal data or the personal data of Customer employees and Affiliates. By submitting personal data to Franklin, Customer agrees that Franklin and its Affiliates may process, transmit and/or store personal data only to the extent necessary for, and for the sole purpose of, enabling Franklin to perform its obligations to under this SaaS Agreement. In relation to all Personal Data provided by or through Customer to Franklin, Customer will be responsible as sole Data Controller for complying with all applicable data protection or similar laws such as EU Directive 95/46/EC and laws implementing that Directive that regulate the processing of Personal Data and special categories of data as such terms are defined in that Directive. Customer agrees to obtain all necessary consents and make all necessary disclosures before including Personal Data in Content and using the Enabling Software and Franklin SaaS. Customer confirms that Customer is solely responsible for any Personal Data that may be contained in Content, including any information which any Franklin SaaS User shares with third parties on Customer's behalf. Customer is solely responsible for determining the purposes and means of processing Customer Personal Data by Franklin under this Agreement, including that such processing according to Customer's instructions will not place Franklin in breach of applicable data protection laws. Prior to processing, Customer will inform Franklin about any special categories of data contained within Customer Personal Data and any restrictions or special requirements in the processing of such special categories of data, including any cross-border transfer restrictions. Customer is responsible for ensuring that the Franklin SaaS meets such restrictions or special requirements. Franklin to process any Personal Data that meets the requirements set forth in this Section according to these Terms of Use.

6.2 Franklin Personal Data Obligations. In performing the SaaS Services, Franklin will comply with the Franklin Services Privacy Policy. The Franklin Services Privacy Policy is subject to change at Franklin's discretion; however, Franklin policy changes will not result in a material reduction in the level of protection provided for Customer data during the period for which fees for the services have been paid. The services policies referenced in this SaaS Agreement specify our respective responsibilities for maintaining the security of Customer data in connection with the SaaS. Franklin reserves the right to provide the SaaS Services from Host locations, and/or through use of subcontractors, worldwide. Franklin subscribes to the United States/European Union Safe Harbor Principles, and as a

result, appears on the U.S. Department of Commerce Safe Harbor list (available at http://www.export.gov/safeharbor) as of the effective date of this SaaS Agreement. Franklin's Safe Harbor certification specifically includes Franklin's performance of services for customer provided personal information. Franklin will only process Customer Personal Data in a manner that is reasonably necessary to provide SaaS Services and only for that purpose. Franklin will only process Customer Personal Data in delivering Franklin SaaS. Customer agrees to provide any notices and obtain any consent related to Franklin's use of the data for provisioning the SaaS Services, including those related to the collection, use, processing, transfer, and disclosure of personal information. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and retains ownership of all of Customer data.

7. DATA COLLECTION

7.1 Statistical Information. Franklin may anonymously compile statistical information related to the performance of the Services for purposes of improving the SaaS service, provided that such information does not identify Customer's data or include Customer's name.

8. GOVERNING LAW & VENUE

8.1 Governing Law & Venue. This SaaS Agreement shall be governed by the laws of the State of California, excluding its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Proper Venue for any disputes arising out of or involving this agreement shall be in San Diego County, California.

9. COMMUNICATION OF UPDATES/ UPGRADES

9.1 Franklin will periodically send information of our services, products, features, and other marketing information in the form of an email to registered users who have access to Pintrac portal and agree to receive these communications via email. To opt out of receiving these email communications please email cs@franklinaccess.com.