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IF YOU DO NOT AGREE, DO NOT DOWNLOAD, INSTALL, COPY, OR USE THE APPLICATION.

GRANT: subject to receipt of the appropriate licence fee for the Application as set by Licensor from time to time (if any) [the "Licence Fee"] Licensor hereby grants You a non-exclusive, non-transferable licence to use the software product accompanying this EULA [the "Application"] in the form in which it is delivered to You (including any future updates made available to you from time to time provided you understand that such updates may be subject to modified or additional terms notified to you at the time of update) and accompanying documentation (including user guides manuals release and configuration notes or other written documentation, specifications and help content made generally available by Licensor to aid in downloading, transferring, installing, configuring and using the Application) [the "Documentation"] (the Application and the Documentation together being the "Materials") for Your personal or internal business use in the form in which it is delivered to You for use on a compatible Smartphone or Tablet device [the "Device"] for a period of time not to exceed Term provided that You comply with all terms and conditions of this EULA.

1. **APPLICATION:** "Application" means the Interchange Smartphone or Tablet client software accompanying or referring to this EULA or downloaded, installed or otherwise used by You including any associated CSA and all of the contents of the files (provided either by electronic or wireless download, whether on physical media or any other method of distribution), disk(s), DVD or CD-ROM(s) or other media on or with which the Application is provided.

2. **TERM:** Subject to the provisions of Clauses 3 and 4 the term of this EULA shall commence on the earlier of: the date of its acceptance by You, the date of download or installation of the Application, the date of first use of the Application by You and the date of delivery of the Application to You by Licensor or Licensor's Third Party Partner ["Delivery"] (the earliest date being the "Commencement Date") and shall then continue for such period as is set by the Licensor to be corresponding to the Licence Fee received [the "Term"] e.g. (i) Perpetual; (ii) Annual; or (iii) for some other period of time determined by Licensor. Except for Trial Software, where the Term is not Perpetual then Term shall thereafter be extended on the anniversary of the Commencement Date (the "Anniversary Date") for additional 12 month periods or such other period as may be specified by Licensor (each extended date being an Anniversary Date) and for Additional Licence Fees until terminated by either party giving to the other not less than 90 days' notice in writing expiring on the next Anniversary Date.

3. Notwithstanding Clause 2 above for any Application that is supplied to You by Licensor or one of its Third Party Partners: i) in conjunction or for use with a Console Software Application ["CSA"] (that is where the Application acts as a client application for the receipt or exchange of information, messages or data with the CSA) Term shall expire automatically upon termination of the CSA licence for any reason; or ii) for the purposes of trial, evaluation, demonstration, demokit, testing or as free of charge or beta software ["Trial Software"] then Term shall be a fixed period of ninety (90) days from the date of initial download or installation (whichever is the earlier) unless a different term is granted to You in writing by the Licensor.

4. Licensor may at its sole option terminate this EULA at any time upon Your breach of any provision or for Trial Software at any time. At the expiry of the Term or upon termination of this EULA for any reason You must stop using the Materials and remove the Software from the Devices together with any backup copies held on any

other computer equipment or device and destroy all copies of the Materials. You will not be entitled to any refund of Licence Fees or Additional Licence Fees as a result of termination of this Licence.

5. **RESTRICTIONS:** You may not Yourself or through any third party: (i) modify, translate, reverse engineer, decompile or disassemble the Application or create derivative works based on the Application or any portion thereof or Documentation except to the extent expressly permitted by applicable law, and then only after You have notified Licensor in writing of Your intended activities; (ii) attempt to increase the functionality of the Application in any manner; (iii) copy or permit the copying of the Application or Documentation other than for back-up or archival purposes; (iv) sell, rent, lease, lend, transfer, distribute, sublicense or otherwise dispose of or transfer rights to the Application or Documentation or otherwise allow any third party to use the Application; (v) remove or obscure any proprietary notices or labels (including any trade mark or copyright notices) on or in the Application or Documentation; or (vi) use Trial Software for operational purposes or after expiry of the Term

6. You are prohibited from exporting the Application or any underlying technology in contravention of any applicable U.S. or other export laws and regulations.

7. You recognise that Licensor is the proprietor and/or authorised licensee of the copyright and intellectual property rights in the Materials and Licensor has the right to use and sub-licence others to use Materials. At no time are You entitled to any other licence for the Materials under this EULA, however for Trial Software this EULA shall be superceded if at any time before or after end of the Term You purchase a perpetual or annual software licence from Interchange for the Application.

8. If any unauthorised use is made of Materials or any part thereof and such use is attributable to any act or default of Licensee, its servants, agents or employees, then without prejudice to the Licensor's other rights and remedies, You will immediately be liable to pay Licensor an amount equal to the charge which an individual organisation would have been obliged to pay had the Licensor granted a licence to the unauthorised user at the beginning of the period of unauthorised use at its standard licence fee rates.

9. **USER CONTENT:** You agree to access and use the Application only for lawful purposes and not in contravention of any licence for the works or any applicable laws whether relating to usage or content or otherwise of either the country of transmission or the destination country. You are solely responsible for: a) the knowledge of and adherence to any and all laws, statutes, rules and regulations pertaining to your use of the Application; and b) uploading, posting, disseminating, e-mailing or otherwise transmitting (collectively "Posting") any User Content. By using an Application, you represent and covenant that You will not:

- Transmit information, messages, images, photos, videos, files, personal or technical data, or any other type of information or content (collectively, "User Content") which is false, inaccurate, misleading, defamatory, or libellous;
- Post any User Content that you have no rights to, or for which transmission by You would constitute infringement of third party intellectual property rights or other rights;
- Post sensitive information about Yourself or any other person;
- Post any content containing viruses, malicious code, Trojan

horses, worms, corrupted files, or any other similar software that may damage the operation of another’s computer, device, data or property, or transmit any other harmful or code technology;

- Bully, intimidate, or harass any third party including members of any social network or the public in general;
- Post any discriminatory, libellous, harassing, hateful, threatening, defamatory, obscene, pornographic or that contains nudity or graphic or gratuitous violence, or otherwise unlawful User Content;
- Do anything fraudulent, unlawful, misleading, malicious, or discriminatory in using an Application;
- Engage in any unruly, disruptive, unprofessional, or offensive conduct while using an Application;
- Violate any laws, third party rights, or any of Your obligations under this EULA;
- Post any content or materials (including User Content) that you do not have a right to transmit under any law;
- Collect or store personal information about others or use an Application to collect User Content from others, whether for commercial use or any other kind of use, without first obtaining their consent and first making it clear that You (and not Licensor) are the one collecting their User Content, and posting a privacy policy explaining what User Content you collect, how You will use it and how You will disclose it;
- Facilitate or encourage any violations of this EULA; and
- Use Licensor’s or any third party’s proprietary content, intellectual property or trademarks or any confusingly similar marks without the owners express prior written permission or Post any material that infringes upon or violates the intellectual property rights of another.

10. **TITLE:** All title, ownership rights, and intellectual property rights in and to the Materials shall remain in Licensor and/or its suppliers. The Materials and in particular the Application is protected by the copyright laws of the UK, European Union, United States and international copyright treaties. Title, ownership rights, and intellectual property rights in and to any content accessed through the Application are the property of the appropriate content owner and may be protected by applicable copyright or other law; this EULA gives You no rights to such content. You recognise that Licensor is the proprietor and/or authorised licensee of the copyright and intellectual property rights in the Materials and Licensor has the right to use and sub-licence others to use Application. Licensor may at its sole discretion assign or transfer this EULA or any rights and benefits accruing under it.

11. You shall have the rights granted by the Copyright (Computer Licensed Programs) Regulations 1992 but otherwise shall have no rights other than expressly licensed by this EULA Agreement. Without limiting the foregoing, copying or reproduction of the Materials to any other equipment or device or location for further reproduction or redistribution is expressly prohibited.

12. **RISK:** Risk in the Materials shall pass to You the earlier of when it is Delivered to You or downloaded, received, installed or used by You. The Application is used by You at Your own risk.

13. **THIRD PARTY SOFTWARE:** The Application may include works that are the intellectual property of third parties [the “Works”] and use of any such Works will be governed by the applicable third-party licence agreement as may be amended from time to time. Where this is the case this EULA shall incorporate the terms of the third party licence, sub-licence or end user licence agreement for the Works or in the absence of such agreement the terms of this EULA shall apply mutatis mutandi and be enforceable by the third party against You. Please refer to <http://www.interchangeplatform.com/go/thirdparty>.

14. Where the Application includes options to insert a third party key or keys (including a third party API or other third party licence key) or acquire additional licences in order to activate related functionality You are solely responsible for obtaining such licences and entering the relevant third party key(s) in accordance with that supplier’s terms and conditions.

15. **THIRD PARTY SERVICES:** Application may rely on third party services (“Services”). Licensor is not responsible for: availability of or interruptions to Services; or for any transaction or volume limits or any other type of limitation imposed by Services providers; or any decision by Services providers that impact

Services including decisions to discontinue modify amend reconfigure limit licence or withdraw Services or any Services provider program requirements or introduce Services or program fees. Services may not be available in all countries.

16. Neither the Application and/or Services are, are not intended to be, a guaranteed or secure delivery service, and You shall not use or rely upon it as such

17. **NO WARRANTY:** The Application is provided on an “as is” basis. Materials are not covered by any warranty whatsoever. No Licensor dealer, agent, distributor, reseller or employee, nor any other party or authorised representative, is authorised to make warranties or conditions on Licensor’s behalf. Licensor does not make any express or implied warranties, representations, or endorsements whatsoever (including without limitation warranties of title or non-infringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to the Application, and Licensor and its suppliers, resellers and distributors shall not be liable for any cost or damage arising either directly or indirectly from the downloading, installation or use of the Application. Licensor does not warrant that the Application will be error free or that defects in the Application will be corrected. In no event will Licensor or its suppliers or distributors or other authorised representative be liable under any circumstances for any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of profits, business interruptions, loss of programs or information, and the like) arising out of the downloading, installation or use of, or inability to use the Application even if Licensor or its authorised representatives have been advised of the possibility of such damages or if such damages are foreseeable. For the avoidance of doubt, Licensor does not warrant that the Application is compatible with all Devices or all versions or revisions of operating software or firmware (including for example, but not limited to, on the Device, a server or network or Mobile Device Management software, BlackBerry BES or BIS) [individually and collectively the “Technical Environment”] and You should undertake sufficient testing to satisfy Yourself that the Application is suitable for its intended use. Licensor is not responsible for any interaction, incompatibility or affectation that the Application could cause in the use of the Device or other applications on the Device or other systems of information or networks or the Technical Environment. The availability of Application functionality and features may be affected by options or settings selected on the Device or the Technical Environment or policies implemented as well as the availability of network connectivity, services and features. Certain Devices may not support all functionality and content protection should not be activated.

18. Applications (including the Personal and Personnel Alarm applications) are not intended to be used as or relied upon to be a complete solution nor operated in isolation. Although these applications may be used to provide alerts that may be investigated by others or used to trigger additional investigation or other personal support activities (and in a corporate environment be used as part of a coordinated response and support process designed and operated by employers for their staff) the deliverability of such alerts is not guaranteed and may be affected by factors including network or signal availability, Device and battery condition, error, operator usage, Device settings and the Technical Environment. If in doubt please contact Licensor for further information and advice.

19. You agree to defend, indemnify and hold harmless Licensor its parents, subsidiaries, affiliates, successors, and assigns and the officers, directors, agents, employees and shareholders of Licensor from and against such third party losses, obligations, liabilities, penalties, damages (including compensatory and punitive damages) and costs and expenses (including reasonable legal fees) with which they may be faced arising out of and to the extent of any 3rd party claims or demands on or as a result of Your use of the Materials. You agree that any breach of this EULA’s restrictions would cause Licensor irreparable harm for which money damages alone would be inadequate. In addition to damages and any other remedies to which Licensor may be entitled, You agree that Licensor may seek injunctive relief to prevent the actual, threatened or continued breach of this EULA. In no event shall Licensor or its licensors’ aggregate liability for

damages arising out of this EULA exceed 5 (five) Euro. The parties acknowledge that the liability limits and risk allocation in this EULA are essential elements of the EULA between the parties, without which Licensor would not have provided the Materials or entered into this EULA and You recognise that You are releasing Licensor from all manner of causes of actions, suits, claims and demands, whatsoever directly or indirectly arising from Your use of the Materials.

20. **NO SUPPORT:** Licensor has no obligation to provide support, maintenance, upgrades, modifications or new releases for the Application or Documentation under this EULA. This EULA does not grant You any right to any support enhancement or update other than those made available under a separate software maintenance agreement between You and Licensor or as attached as an addendum to this EULA and where the Maintenance Fee as set by Licensor from time to time has been received in full by Licensor.

21. **LICENCE FEES:** Licensee shall pay Licence Fees and Additional Licence Fees promptly to Licensor.

22. Licensor shall be entitled to increase Licence Fees by an amount equal to any increase in the Retail Price Index for each year that Term is extended in accordance with Clause 2 (together the "Additional Licence Fees"). Failure to pay the full Additional Licence Fees within 14 days of each Anniversary Date, unless the Licensor agrees in writing to an extension of the date for payment, may be deemed at Licensor's sole discretion, as cause for termination of this Licence.

23. **CONFIDENTIALITY:** Licensee shall keep confidential the design rights, program concepts, ideas and techniques expressed in the Information and except to the extent necessary to give effect to its rights hereunder, will not disclose the Information to any person in any form. Licensee shall promptly notify the Licensor if it becomes aware of any breach of confidence by any person to whom the Licensee has divulged all or any part of the Information and will co-operate fully with the Licensor to ensure that consequent breaches are remedied as quickly as possible.

24. **THIRD PARTY LIABILITY:** Where the Materials are or the Application is provided via Licensor's third party channel partners (for example a reseller, distributor or online app store including BlackBerry World, iTunes and Google Play) associated service providers or other authorised representative [together "Third Party Partners"], Third Party Partners shall not be held liable for the Materials including without limitation in relation to the sale, distribution or use thereof, or the performance or non-performance of the Application.

25. **GENERAL TERMS AND CONDITIONS OF SALE:** All Licensor's products and services including, but without limitation, Licensor's own and third party products and services are supplied by Licensor under its general terms and conditions of sale ("IGSTCs") which are available at the Licensor's website at www.interchange.com/legal_notices.shtml (the "Website") and are hereby incorporated into this Licence. In respect of the subject matter hereof, IGSTCs shall be read in conjunction with the Sale Agreement to determine the Contract Particulars and in the event of any discrepancy between this Licence and IGSTCs the terms of this Licence shall prevail.

26. Licensor shall be entitled to vary the terms and conditions of sale set out in IGSTCs from time to time and any such variation shall be binding upon Licensee with effect from the date at which the IGSTCs, as set out on the Website, are updated to reflect the relevant variation. It shall be Licensee's responsibility to visit the Website periodically for the purpose of familiarising itself with the then current general terms and conditions of sale.

27. **GENERAL:** Unless expressly stated, no provision of this EULA is enforceable by, or intended to benefit, any person who is not a party to this EULA except an Interchange Group Company.

28. "Interchange" and "Licensor" means Interchange Group Ltd a company incorporated in England with company number 10298941 and its registered address at 86-90 Paul Street, London, England, EC2A 4NE. "Interchange Group Company" means (as the case requires) all and any of: Interchange's direct or indirect subsidiaries or holding companies and any associated companies in or over which it or its direct or indirect holding companies are able, through a direct or indirect shareholding, to exercise significant influence or

control.

29. Each Device will be subject to a licence activation and periodic verification procedure. As a result licence activation information including to the Device email address, telephone number and IMEI (or other similar Device identifier) [the "Device Information"] will be transmitted to and held on Licensor's licence server.

30. Licensor will hold the Device Information for licensing and administrative purposes and will not disclose any part of the Device Information to any third party except as required by UK law or as a result of a need to audit or reconcile licensing details with its Third Party Partners.

31. Neither party shall be responsible to the other for losses or delays incurred for reasons which are outside of its reasonable control.

32. You are hereby informed and agree that Application uses network services and may incur additional network data charges (including additional charges when roaming) dependent upon usage including the transmission or receipt of content including User Content.

33. If any part, term or provision of this EULA is held to be legally unenforceable, invalid or in conflict with the remainder the remainder of this EULA shall be unaffected thereby.

34. All provisions of this EULA which by their nature extend beyond termination will survive termination or expiration of this EULA.

35. The failure by either party to enforce any provision of this EULA or to exercise any right in respect thereto shall not be construed as constituting a waiver of its right to enforce the same or any other provision or to exercise the same or any other right.

36. You may not assign, sell, transfer, delegate or otherwise dispose of this EULA or any rights or obligations under it, whether voluntarily or involuntarily, by operation of law or otherwise, without Licensor's prior written consent. Any purported assignment, transfer or delegation by You will be null and void. Subject to the foregoing, this EULA will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

37. Interchange may, in its sole discretion, and at any time, modify, update or discontinue this Application or any part thereof, with or without notice. You agree that you do not have any rights in this Application and that Interchange will have no liability to you if this Application is modified, updated or discontinued. In addition, we may change all or part of this EULA for Trial Software at any time by posting the changed terms or updated EULA in the Legal Notices section of its website Your continued use of the Application following interchange's posting of any changed terms will constitute your acceptance of the changed terms.

38. This EULA constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or representations, whether written or oral, concerning its subject matter. This EULA may not be modified or amended without Licensor's prior and express written consent and other than as defined in this Licence no other act, document, usage or custom will be deemed to amend or modify this EULA. Other than as defined in this Licence, no document or conduct by Licensor shall be deemed to constitute acceptance of any terms put forward by Licensee or any other terms.

39. The headings to the clauses of this EULA are for ease of reference only and shall not affect the interpretation or construction of this EULA

40. **GOVERNING LANGUAGE.** The original version of this EULA is written in English. Any translation of this EULA is done for local requirements and if there are any inconsistencies between the English language version of this EULA and any translated version, then the English language version shall prevail.

41. **LAW:** The validity, construction and performance of this Agreement shall be governed by and interpreted in accordance with the laws of England and Parties hereby submit irrevocably to the exclusive jurisdiction of the English Courts.