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- SYNCDOG Secure.Systems Server Infrastructure
- SYNCDOG Secure.Systems Mobile Clients

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1. DEFINITIONS

i. "Agreement" refers to this end user license agreement.

ii. "Order Confirmation" means, (i) if You have accepted, in writing, a written quotation issued by SyncDog or its distributors, resellers, or other business partners (collectively "Authorized Partner(s)"), such accepted quotation, or (ii) if You have not accepted, in writing, a written quotation issued by SyncDog or an Authorized Partner, an invoice issued by SyncDog or an Authorized Partner.

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iv. "Use" or "Using" means to access, install, download, copy or otherwise benefit from using the Software.

v. "Device" means a single wireless handheld device that is owned and controlled by You.

vi. "Server" means a server that is owned and controlled by You.

vii. "You" refers to the Ordering Activity under GSA Schedule contracts.

2. LICENSE

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(g) Termination. This Agreement will commence on the Effective Date and will continue unless (i) reserved (ii) You fail to renew the Agreement before the expiry of the term specified in an Order Confirmation, if any. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, SyncDog shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Upon any termination or expiration of this Agreement, You must cease Use of the Software and destroy all copies of the Software and the Documentation.

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7. INDEMNIFICATION OF SYNCDOG

Reserved.

Upon SYNCDOG's written request and subject to Government security requirements, no more than once per calendar year, You shall furnish SyncDog with a signed certification listing the locations and models of all Devices and Servers on which You



Use the Software. If You are not a U.S. Government end user, then SyncDog may, not more than once per year and at its own expense, may audit Your compliance with the requirements of this Agreement. Any such audit shall be conducted during regular business hours and shall not unreasonably interfere with Your business activities.

9. GENERAL

(a) Force Majeure. Excusable delays shall be governed by FAR 52.212-4(f).

(b) Waiver, Survival and Severability. Waiver by either party of any default by the other party shall not be deemed a continuing waiver of such default or a waiver of any other default. The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties shall so survive the completion of performance, cancellation or termination of this Agreement. If a provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of each party shall be construed and enforced accordingly.

(c) Governing Law. This Agreement shall be governed by the federal laws of United States of America applicable therein, without regard to conflicts of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded. The Uniform Computer Information Act does not apply to this Agreement.

(d) Assignment. SyncDog may assign this Agreement and its rights hereunder with the Government's prior approval as set forth in FAR 42.1204. You shall not assign this Agreement or any rights hereunder, or delegate or subcontract any obligations hereunder.

(e) Notices. All notices or other communications under this Agreement shall be deemed to have been duly given when made in writing and delivered in person, by courier or deposited in the mail, return receipt requested and addressed to You at the billing address supplied to SyncDog or the third-party distribution agent by You, or addressed to SyncDog at info@syncdog.com. In addition to the foregoing, SyncDog may, at its option, give You any notice under this Agreement by email or



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posting communications concerning this Agreement on its Site. Notice to You by email shall be deemed to have been duly given when transmitted to an email address furnished by You to SYNCDOG.

(f) Entire Agreement. This Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, and Order Confirmation, constitutes the entire agreement between the parties respecting the Software and there are no provisions, representations or collateral agreements between the parties other than as set out in this Agreement and the Order Confirmation. If You are using the Software in Your capacity as an employee of an entity that has purchased an enterprise license from SYNCDOG, then additional terms may apply.