

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU AGREE TO THESE TERMS. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, THEN YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT AGREE TO THESE TERMS, YOU SHOULD NOT AGREE TO THE TERMS OF THIS AGREEMENT OR INSTALL OR USE THE SOFTWARE.

This Kutir Rho Support Agreement (“Agreement”) is made by and between Kutir Mobility (“Kutir”) with its principal place of business at 37600 Central Court, Suite 280, Newark, CA, USA and you (“Customer”) as of the date you download the Software or submit an order form (“Effective Date”), whichever is first.

1 Definitions

“**Customer Programs**” means Customer’s mobile applications, and services that utilize all or any portion of the Software, Open Source Software, and/or Support Services.

“**Documentation**” means the user documentation and manuals that Kutir makes available electronically as part of the Software.

“**Open Source Software**” means all RhoMobile branded software that Kutir makes available to Customer under the Agreement that is licensed under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, MIT license, Artistic License 2.0 or any other license that is approved by the Open Source Initiative (www.opensource.org).

“**Order Form**” means the ordering document for a Subscription purchased from Kutir that are executed hereunder by the parties from time to time, including any mutually agreed upon modifications, supplements and addenda thereto. A sample of the Order Form is attached as Appendix B. All Order Forms will be deemed incorporated herein by reference.

“**Developer(s)**” means a named individual(s) using a dedicated corporate email address to that individual. The named Developer(s) will be responsible for logging support tickets and interfacing with Kutir on the resolution of those tickets.

“**Software**” means the Kutir software, or third party software provided pursuant to this Agreement, in object code form that Kutir licenses to Customer on a subscription-basis (excluding any Trial Subscription), as identified in the Order Form, along with any updates, enhancements, patches, or new versions of such software that are made available to Customer as part of the Support Services.

“**Statement of Work**” or “**SOW**” means a separate, written work statement entered into and signed by the parties describing the Ancillary Services to be provided by Kutir to Customer.

“**Subscription**” means the Software and/or Support Services provided by Kutir on a subscription-basis as identified in an Order Form executed by the parties.

“Subscription Fee” means the fees for the Subscription as set forth in the applicable Order Form.

“Support Services” means the support and maintenance services offered by Kutir (excluding any Trial Subscription), as described in the “Support Services” Appendix to this Agreement, and any upgraded or premium support and maintenance services if made available by Kutir and purchased by Customer separately pursuant to an Order Form.

2 Subscriptions and Licenses

2.1 Subscriptions

Kutir offers different types of Subscriptions to its customers, each as more particularly described in Appendix A (each a **“Subscription Plan”**). Unless otherwise specified in the applicable Order Form, the Subscription is purchased for a specified number of Developers who can access support and Customer may not use the Support Services by any more than the specific Developer identified on the applicable Order Form. Additional Developer access may be purchased at any time during the applicable Subscription Term on a pro rated basis. Subscription Fees for the additional Developers will be at the same pricing as that for the pre-existing Developer’s thereunder, prorated for the remainder of such Subscription Term. All such additional Developers will be covered under the Subscription coterminous with the then current Subscription Term. Affiliates of Customer may purchase a Subscription and/or Ancillary Services subject to this Agreement by executing Order Forms and/or SOWs hereunder, as applicable, and by executing an Order Form or SOW, that affiliate of Customer will be bound by this Agreement as if it were an original party hereto. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Kutir regarding any future functionality or features. If there is any inconsistency between an Order Form and the Agreement, the Order Form will control.

2.2 License Grant

Subject to the terms and conditions of this Agreement including the payment of all applicable Subscription Fees, Kutir grants to Customer, during the applicable Subscription Term, a limited, non-exclusive, non-transferable license to: (a) access, install, and use the Software in accordance with the Documentation, Order Form, and Customer’s selected Subscription Plan and solely for the number of Processes purchased by Customer, and (b) use the Documentation solely in connection with Customer’s use of the Software. This Agreement applies to Customer regardless of whether Customer accesses the Software via download from Kutir’s website or through a third party website or service, even if Customer acquired the Software prior to entering into this Agreement.

2.3 License Restrictions

Customer will not itself, or through any parent, subsidiary, affiliate, agent or other third party:

- 1) sell, lease, license, distribute, sublicense or otherwise transfer in whole or in part, any Software or the Documentation to a third party;
- 2) decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from the Software, in whole or in part, nor will Customer use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the source code of the Software or encourage others to do so, except to the limited extent, if any, that applicable law permits such acts notwithstanding any contractual prohibitions, provided, however, before Customer exercises any rights that Customer believes to be entitled to based on mandatory law, Customer will provide Kutir with thirty (30) days prior written notice and provide all reasonably requested information to allow Kutir to assess Customer's claim and, at Kutir's sole discretion, to provide alternatives that reduce any adverse impact on Kutir's intellectual property rights or other rights;
- 3) allow access or permit use of the Software by any users other than Customer's employees or authorized third party contractors who are providing services to Customer and agree in writing to abide by the terms of this Agreement, provided further that Customer will be liable for any failure by such employees and third party contractors to comply with the terms of this Agreement and no usage restrictions, if any, will be exceeded;
- 4) create, develop, license, install, use, or deploy any third party software or services to circumvent or provide access, permissions or rights which violate the license keys embedded within the Software;
- 5) modify or create derivative works based upon the Software or Documentation; or disclose the results of any benchmark test of the Software to any third party without Kutir's prior written approval;
- 6) change any proprietary rights notices which appear in the Software or Documentation;
- 7) use the Software as part of a time sharing or service bureau purposes or in any other resale capacity;
- 8) publish or disclose to third parties any evaluation of the Software without Kutir's prior written consent; or
- 9) use the Software for any purpose other than its intended purpose.

2.4 Open Source Software

Kutir will make certain Open Source Software available to Customer under this Agreement. Such Open Source Software is licensed to Customer under the terms of the applicable open source licenses that can be found in the LICENSES file, the Documentation or other materials accompanying the Open Source Software. If Customer elects to use the Open Source Software, Customer will

comply with the terms and conditions of the relevant Open Source Software licenses.

3 Trial Subscription

Kutir may, at its sole discretion, choose to offer Customer the ability to download and use certain software and support services for a limited trial period (collectively “**Trial Subscription**”). Any software and/or support services made available under a Trial Subscription will be subject to separate terms and conditions, as may be made available to Customer at the time it downloads and/or accesses the Trial Subscription. Notwithstanding anything to the contrary, Customer understands and acknowledges that the software and support services (if any) provided under a Trial Subscription are provided “as is” and any use of such software and/or support services under the Trial Subscription will be at Customer’s sole risk. Kutir reserves the right to suspend, terminate, or discontinue any Trial Subscription, at any time, in its sole discretion.

4 Support Services

Subject to the terms of this Agreement and Customer’s purchase of a Subscription, Kutir will provide Support Services as specifically described in the Support Services (Appendix A) to this Agreement, which may be updated by Kutir from time to time upon written notice to Customer. Customer may only use the Support Services to support the number of named Developer(s) purchased under the applicable Subscription. Any use of the Support Services by individual(s) for which Customer has not paid Subscription Fees, will constitute a material breach of this Agreement. Additionally, Kutir has endeavored to establish a community of users of the Software who have provided their own feedback, hints and advice regarding their experiences in using the Software. Customer can find that community and user feedback on The RhoMobile website. The use of any information, content or other materials from, contained in or on Kutir’s website are subject to the terms of use described in this document.

5 Customer Obligations

5.1 Customer Servers

Customer is responsible for obtaining, deploying and maintaining the Servers, and all computer hardware, software, and other equipment necessary for Customer, its affiliates and their respective users to access and use the Software. Except as specifically set forth in this Agreement or an Order Form, Kutir is not responsible for supplying any hardware, software or other equipment to Customer under this Agreement.

5.2 Accuracy of Customer's Contact Information; E-mail Notices

Customer agrees to provide accurate, current and complete information as necessary for Kutir to communicate with Customer from time to time regarding the Support Services, issue invoices or accept payment, or contact Customer for other account-related purposes. Customer agrees to keep any online account information current and inform Kutir of any changes in Customer's legal business name, address, e-mail address and phone number. Customer agrees to accept emails from Kutir at the email addresse(s) registered to Customer's account. In addition, Customer agrees that Kutir has the right to rely and act on all information and instructions provided to Kutir by Customer or its users from the above- specified e-mail addresses.

6 Feedback

To the extent that Customer provides any suggestions, ideas, recommendations, or feedback to Kutir regarding Kutir's Software, and any other products and services (collectively "Feedback"), such Feedback will not be considered confidential and Kutir may use, publish, disclose, display, perform, copy, make, have made, use, sell, and otherwise commercially exploit the Feedback for any purpose, and in any manner, without reference to the source, and without restriction or remuneration of any kind to Customer.

7 Ownership

As between Kutir and Customer, Kutir and its licensors retain all right, title and interest in the Software, Open Source Software, and Documentation, and any other materials furnished or made available by Kutir hereunder, including all intellectual property rights contained therein, and all modifications, derivatives, and enhancements thereof. Except for the express licenses granted in this Agreement, no other licenses are granted by Kutir hereunder, by implication, estoppel or otherwise. Kutir reserves all rights not expressly granted in this Agreement.

8 Representations and Warranties; Disclaimer

8.1 Mutual Representations and Warranties

Each party represents, warrants and covenants that: (a) it has the full power and authority to enter into this Agreement and to perform its obligations hereunder, without the need for any consents, approvals or immunities not yet obtained; and (b) its acceptance of and performance under this Agreement will not breach any oral or written agreement with any third party or any obligation owed by it to any third party to keep any information or materials in confidence or in trust.

8.2 Disclaimer

THE SOFTWARE, OPEN SOURCE SOFTWARE, DOCUMENTATION, AND SUPPORT SERVICES MADE AVAILABLE TO CUSTOMER ARE PROVIDED "AS-IS" AND KUTIR, ON BEHALF OF ITSELF AND ITS LICENSORS, EXPRESSLY

DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, PERFORMANCE, AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY KUTIR OR ITS AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTY HEREUNDER. KUTIR IS NOT OBLIGATED TO PROVIDE CUSTOMER WITH UPGRADES TO THE SOFTWARE, BUT MAY ELECT TO DO SO IN ITS SOLE DISCRETION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO CUSTOMER. KUTIR DOES NOT WARRANT THAT THE SOFTWARE OR ANY OPEN SOURCE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SUBSCRIPTION WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER, THE SOFTWARE, OPEN SOURCE SOFTWARE AND DOCUMENTATION ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE IN THE PLANNING, CONSTRUCTION, MAINTENANCE, CONTROL, OR DIRECT OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, CONTROL OR COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, OR DIRECT LIFE SUPPORT SYSTEMS.

9 Liability and Indemnity

Kutir's entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by Customer up to the amounts paid (if recurring charges, up to 12 months' charges apply) for the product or service that is the subject of the claim, regardless of the basis of the claim. This limit applies collectively to Kutir, its subsidiaries, contractors, and suppliers. Kutir will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings.

Kutir has no responsibility for claims based, in whole or part, on non-Kutir products or services, items not provided by Kutir, or any violation of law or third party rights caused by Customer's content, materials, designs, specifications, or use of a non-current version or release of a Kutir product when an infringement claim could have been avoided by using a current version or release.

10 Term and Termination

10.1 Term

This Agreement will commence on the Effective Date and continue, unless earlier terminated as stated in the "Termination" section below (the "Term"). The

term of a trial license is thirty (30) calendar days. The term of any Subscription will commence on the date the parties execute the applicable Order Form and will run for a period of 12 months (“Initial Subscription Term”), automatically renewing thereafter for successive periods of 12 months (“Renewal Subscription Term”), unless a party gives the other written notice of non-renewal at least 75 days prior to the end of the current Subscription Term, or unless earlier terminated in accordance with the “Termination” section below. The Initial Subscription Term and each Renewal Subscription Term will each constitute a “Subscription Term” for purposes of this Agreement.

10.2 Termination

Either party may terminate this Agreement upon written notice if: (a) the other party fails to cure a material breach of this Agreement within 10 days after written notice of such breach; or (b) there are no existing Order Forms or SOWs pending under the Agreement. Kutir may terminate this Agreement immediately without notice, if Customer fails to comply with or otherwise breaches the license grant and/or restrictions of this Agreement.

10.3 Effects of Termination

Upon termination of this Agreement, (a) Customer’s use of and access to the Software and Kutir’s performance of all Ancillary Services and Support Services will cease; (b) all Order Forms and SOWs will terminate; and (c) all fees and other amounts owed to Kutir will be immediately due and payable by Customer, including without limitation, all fees incurred under any outstanding Statement of Work up through the date of termination for any Ancillary Services completed and a pro-rated portion of the fees incurred for any partially completed Ancillary Services, and (d) Customer will remove all Software from the Servers. Any terms that by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to successors and assignees.

11 Subscription Fees and Payments

Customer will pay Kutir the Subscription Fees for the Subscription as described in Appendix A for the Subscription Plan purchased unless a different amount has been agreed to in the applicable Order Form. Fees for Ancillary Services will be invoiced as set forth in an applicable SOW or Order Form. In addition, Customer will pay all sales, use, value added, withholding, excise taxes and other tax, duty, custom and similar fees levied upon the delivery or use of the Software and the Services. All fees will be invoiced in full upon the execution of an Order Form or as set forth in the SOW. Subscription Fees will be invoiced annually in advance prior to the start of each Subscription Term, unless otherwise set forth in the Order Form. All invoices will be paid in US dollars (unless otherwise set forth in the Order Form) and are payable within 30 days of the invoice date. Late payment fees may apply. Except as expressly provided herein, all purchases of Subscriptions are non-cancellable and all fees are non-

refundable. If Customer fails to pay fees in accordance with this section, Kutir may suspend the fulfillment of its obligations under this Agreement (including but not limited to suspending performance of the Support Services) until payment is received by Kutir.

12 Compliance

Customer will i) maintain, and provide upon request, records, system tools output, and access to Client's premises, as reasonably necessary for Kutir and its independent auditor to verify Customer's compliance with the Agreement, and ii) promptly order and pay for required entitlements (including associated Support Services at Kutir's then current rates and for other charges and liabilities determined as a result of such verification, as Kutir specifies in an invoice. These compliance verification obligations remain in effect during the term of this Agreement and for two years thereafter.

13 Non-Solicitation

During the term of this agreement, and for a period of one (1) year thereafter, Customer will not solicit or encourage any of Kutir's or its associates, technical or management employees to work elsewhere and Customer will not directly or indirectly hire or retain the services of any of Kutir's or its associates, technical or management employees without the prior written consent of Kutir.

14 Governing Laws and Geographic Scope

Each party is responsible for complying with: i) laws and regulations applicable to its business and content, and ii) import, export and economic sanction laws and regulations, including those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users. Customer is responsible for its use of Kutir and non-Kutir products and services.

Both parties agree to the application of the laws of the state of California to this Agreement, without regard to conflict of law principles. The rights and obligations of each party are valid only in the country where the transaction is performed or, if Kutir agrees, the country where the product is placed in productive use, except all licenses are valid as specifically granted. If any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect. Nothing in the Agreement affects statutory rights of consumers that cannot be waived or limited by contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under this Agreement.

15 General

The parties may disclose to each other certain Confidential Information (defined below). The party receiving the Confidential Information (the "Receiving Party")

agrees that the Confidential Information is the sole and exclusive property of the party disclosing the Confidential Information (the "Disclosing Party") and that the Disclosing Party owns or has the right therein under patent, copyright, trade secret, confidential information, or other proprietary rights. The disclosure of the Confidential Information to the Receiving Party does not confer upon the Receiving Party any license, interest or rights of any kind in or to the Confidential Information. The Receiving Party shall hold in confidence and will not, directly or indirectly, use, reproduce, distribute, reverse engineer, decompile, transfer, or disclose the Confidential Information or any portion thereof other than as necessary to perform its obligations or exercise its rights under this Agreement. The Receiving Party shall return to the Disclosing Party all Confidential Information, together with all copies and material relating thereto (a) upon termination or expiration of this Agreement for any reason, or (b) upon request by the Disclosing Party. The parties' obligations with regard to the Confidential Information shall remain in effect during the term of this Agreement and for a period of two (2) years thereafter. As used herein, "Confidential Information" means non- public information of the Disclosing Party that is disclosed to the Receiving Party pursuant to this Agreement in tangible form and labeled "confidential" or the like, or if disclosed orally, are identified as being confidential at the time of disclosure and are followed up within two (2) weeks in a tangible form that is appropriately labeled. The Products and Documentation shall be deemed the Confidential Information of Kutir, irrespective of whether they are marked or identified as confidential information. Notwithstanding the foregoing, Confidential Information shall not include any information: (a) is already known to the Receiving Party at the time of disclosure, which knowledge the Receiving Party shall have the burden of proving; (b) is, or, through no act or failure to act of the Receiving Party, becomes publicly known; (c) is received by the Receiving Party from a third party without restriction on disclosure; (d) is independently developed by the Receiving Party without reference to the Confidential Information of the Disclosing Party; or (e) is approved for release by written authorization of the Disclosing Party. In addition, a disclosure of Confidential Information (i) in response to a valid order by a court or other governmental body, or (ii) otherwise required by law, shall not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that the party disclosing such information shall provide prompt written notice thereof to the other party to enable it to seek a protective order or otherwise prevent such disclosure.

Kutir is free to use and incorporate into their products and services any general ideas, know-how, and or techniques that are inherently disclosed to the other party under this Agreement. Nothing in this Agreement will, or is intended to, limit either Kutir's ability to develop or enhance its products and services in any manner whatsoever, including use of residual knowledge, provided Kutir does not disclose or otherwise use or make available any of Customer's Confidential Information

Customer accepts an Order Form or SOW by ordering, enrolling, using, or making a payment for, the product, offering or service. Since this Agreement may apply to many future orders, Kutir reserves the right to modify it by providing Customer at least three (3) months' written notice. However, changes are not retroactive; they apply, as of the effective date, only to new orders and renewals. For transactions with a defined renewable contract period, Customer may request that Kutir defer the change effective date until the end of the current contract period. Client accepts changes by placing new orders after the change effective date or allowing transactions to renew after receipt of the change notice. Except as provided above, all changes to the Agreement must be in writing signed by both parties. If there is a conflict, an Order Form or SOW prevails over the terms of this Agreement.

Kutir is an independent contractor, not Customer's agent, joint venturer, partner, or fiduciary, and does not undertake to perform any of Customer's regulatory obligations, or assume any responsibility for Customer's business or operations. Each party is responsible for determining the assignment of its personnel and contractors, and for their direction, control, and compensation.

Customer shall use the Application(s) in accordance with all applicable laws and regulations, including (without limitation) export laws and regulations and those laws and regulations designed to protect against the unauthorized use and disclosure of personally identifiable information. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Products. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) Customer shall not access or use Product in violation of any U.S. export embargo, prohibition or restriction.

The Products and related Documentation provided shall be "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in 48 C.F.R. 12.212 of the Federal Acquisition Regulations ("FAR") and its successors and 48 C.F.R. 227.7202 of the Department of Defense FAR Supplement ("DFARS") and its successors. In accordance with FAR 12.212 or DFARS 227.7202, as applicable, the Products

and related Documentation are provided to all U.S. Government end- users with only those rights set forth in this Agreement.

Customer is responsible for obtaining all necessary permissions to use, provide, store and process content, Ancillary Services, maintenance, or Support Services, and grants Kutir permission to do the same. Customer is responsible for adequate content back-up. Some of Customer's content may be subject to governmental regulation or may require security measures beyond those specified by Kutir for an offering. Customer will not input or provide such content unless Kutir has first agreed in writing to implement additional required security measures.

Customer may disable the data analytics portions of the Product that collects anonymised data with regard to the Applications; however such disablement will cause Customer not to have access to the data analytics features of the Products. Should Customer elect to use the data analytics portions of the Products, Kutir may collect certain information from End Users of the Applications, including, but not limited to, platform, timestamp, device identifier, model, manufacturer, operating system, Rhomobile version and geolocation data. Provided that Customer has paid the applicable data analytics fee, Kutir will organize and make this information available to Customer on a regular basis. In addition, Kutir shall have the right to use such information and to compile and distribute statistical analyses and reports utilizing aggregated data derived from this information. Customer may not create custom fields to collect and send personally identifiable information about its End Users to Kutir.

In connection with the operation of the Products, Kutir collects and receives data with regard to Customer and Customer's use of the Products and may use such Customer data in accordance with Kutir's Privacy Policy, which includes, but is not limited to, (i) using such information for Kutir's internal business purposes, (ii) disclosing such information to third parties in connection with the operation of the Products, (iii) disclosing such information as required by law or legal process, and (iv) using and disclosing such information when it is not specifically identifiable to Customer.

Kutir and its affiliates, and their subcontractors, may process and store business contact information of Customer personnel in connection with the performance of this Agreement wherever they do business. Kutir may use personnel and resources in locations worldwide and third party suppliers to support the delivery of products and services.

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other. Assignment of Kutir rights to receive payments and by Kutir in conjunction with the sale of the portion of Kutir's business that includes the product or service is not restricted.

All notices under this Agreement must be in writing and sent to the address below, unless a party designates in writing a different address. The parties consent to the use of electronic means and facsimile transmissions for communications as a signed writing. Any reproduction of the Agreement made by reliable means is considered an original. The Agreement supersedes any course of dealing, discussions or representations between the parties.

No right or cause of action for any third party is created by this Agreement or any transaction under it. Neither party will bring a legal action arising out of or related to this Agreement more than two (2) years after the cause of action arose.

Neither party is responsible for failure to fulfill its non-monetary obligations due to causes beyond its control. Each party will allow the other reasonable opportunity to comply before it claims the other has not met its obligations. Where approval, acceptance, consent, access, cooperation or similar action by either party is required, such action will not be unreasonably delayed or withheld.

The Agreement applies to Kutir and Customer (the signatories below) and their respective Enterprise companies who avail themselves of the Agreement. The signatories will coordinate the activities of Enterprise companies under this Agreement. Enterprise companies include (i) companies within the same country that Customer or Kutir control (by owning greater than 50% of the voting shares), and (ii) any other entity that controls, is controlled by or is under common control as Customer or Kutir and has signed a participation Attachment.

If any provision in this Agreement is invalid or unenforceable, that provision shall be reformed to the maximum extent allowed by law to reflect the same economic effect as the invalid or unenforceable provision, and the other provisions of this Agreement shall remain in full force and effect. No waiver of any right under this Agreement shall be deemed effective unless contained in writing and signed by a duly authorized representative of the party purporting to make the waiver, and no waiver of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under this Agreement.

Appendices. The following Appendices form part of this Agreement: Appendix A – Support Services and upon execution Appendix B - the RhoMobile Subscription Order Form.

Appendix A

SUPPORT SERVICES

Support Services consist of three (3) major functions: Problem Troubleshooting, Upgrades and Error Corrections. Support Services Subscription is per developer and cannot be shared with others. Developer is a person who is trained and knowledgeable about the Products and who is responsible for contacting Kutir for problem reporting and receiving Upgrades. The numbers and names of the Developer will be indicated on each Order Form. To be eligible for Support Services, the hardware and software on which the Products are installed must meet Kutir's minimum configuration requirements provided in the Documentation.

Kutir will provide Support Services for Products made generally available and provided under this Agreement only and during the Term of the Agreement. Kutir will not provide Support Services for Versions that are older than six (6) months after which a new Upgrade is made available. Kutir will not provide Error correction for previous Versions of the Products.

Each Order Form will indicate the Support Services Subscription that the Customer has purchased for the Products used by Customer.

Problem Troubleshooting

Kutir provides Support Services in English via the Kutir support website ("Support Portal"). Customer is responsible for recording all problem reports via the Support Portal and Kutir support personnel will coordinate responses and follow-up actions with Customer. Except during website maintenance time frames, Customer can submit Errors (24) hours per day, seven (7) days per week. An automated confirmation and timestamp of the problem report will be immediately sent to Customer via email to the Named Contact recording the report.

The primary function of support is to provide guidance and resolution for problems relating to Products. Kutir will use commercially reasonable efforts in finding resolutions and workarounds for confirmed Errors, but does not guarantee an Error correction.

Kutir will attempt to provide updates every business day subsequent to initial response for Severity One (as defined below) problem reports. The initial response time for all problem reports is one (1) business day from the time of the initial report by Customer. If the initial response from Kutir requires additional information from the Customer, subsequent updates will not be provided until the additional information is provided by the Customer.

Support Services Subscriptions and Options

While Customer can submit a Problem Report at any time, Kutir personnel will only work on Reported Issues during the Business Hours of the Business Day as defined by the Customers Support Subscription below.

Support Package	Standard	Enterprise	Enterprise Plus
Total # of incidences	Unlimited	Unlimited	Unlimited
# of Named Contact(s)	1	1	1
Availability	Mon - Fri 2am - 6pm EST	Mon - Fri 2am - 6pm EST	Mon - Fri 2am - 6pm EST
Response Time	24 hours	4 hours	4 hours
Communication	Web + Email	Web + Email	Web + Email
Supported Products	Rhodes RhoElements RhoStudio	Rhodes RhoElements RhoStudio RhoConnect	Rhodes RhoElements RhoStudio RhoConnect
Mobile Strategy			Yes
Configurtation. Best Practices			Yes
Implementation			Yes
Problem Determination			Yes
High Performance / Availability Assessment			Yes

T&D RhoConnect Virtual Machine *1			Yes
Vision Workshop *2			Yes
Automated Testing *3			Yes
Training *4			Yes
Top Gun *5			Yes
Price per Year/developer	5000 US dollars	10000 US dollars	12000 US dollars

*1- Test and Dev Only , *2-5 – 40hrs remote service- choose your preference

Severity Level Definitions

Below is a listing of the standard severity definitions that Kutir uses to classify Errors:

Severity One (Critical)

A severity one (1) Error is a catastrophic problem that severely impacts the Customer's development progress or an Application, renders major functionality inoperable and no procedural or code work around exists.

Severity Two (Major)

A severity two (2) Error is a major problem that impacts Customer's development progress or an Application and is one of the following:

- 1) Renders minor functionality inoperable and no procedural or code work around exists;
- 2) Renders major functionality inoperable and a workaround exists

Severity Three (Minor)

A severity three (3) Error is a medium-to-low impact problem which involves partial non-critical functionality loss. This may be a minor Error with limited loss or no loss of functionality or impact to the Customer's operation and issues in which there is an easy circumvention or avoidance by the Customer. This includes Documentation errors.

Support Service Exclusions

No Support Services will be provided for (i) Products that are modified by Customer personnel or by third parties (i.e. third-party distributions, open source builds, Customer-modified builds, etc); (ii) problems caused by accident, neglect, misuse or improper programming by Customer personnel; (iii) improper or undocumented use of the Products; or (iv) failure of Customer to fulfill its obligations under its written agreements with Kutir.

Support Services do not include or cover support that becomes necessary due to:

- A malfunction of equipment or software not supplied or maintained by Kutir;
- Extensions to the Products involving custom or Customer-specific code (whether created by Kutir or Customer);
- Software configuration;
- Code required to feed data to Products (feed-related code);
- Project management and training;
- A failure of hardware, equipment or programs not covered by this Agreement;
- Use of Products not obtained from Kutir under this Agreement;
- Beta versions of the Products or modules;
- Use in a production environment of any release of the Products or modules not marked as "Generally Available";
- Any cause or causes beyond the reasonable control of Kutir (e.g. floods, fires, loss of electricity or other utilities), errors arising from anything other than the Product, such as databases, web-servers or hardware;
- Customer's failure to comply with operating instructions contained in the Documentation;
- Any modification, enhancement or customization of the Products made by anyone other than Kutir;
- APIs, interfaces, web services or data formats other than those included with the Product; or
- Any third-party products except to the extent that they are provided by Kutir, and then only in support of the specific interface or functionality that is intended by Kutir.

*Customer can be charged for specific mobile devices used in the customer environment separately. Hardware will be shipped back to the customer by request.