

## END-USER LICENSE AGREEMENT – bMobile Sales

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11. No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

12. Controlling Law. This Agreement will be governed by the laws of Idaho, USA excluding conflicts of law

13. Payment Terms/Shipments. All fees are in US Dollars.

14. Taxes. All fees do not include taxes. If Licensor is required to pay any sales, use, GST, VAT, or other taxes in connection with your order, other than taxes based on Licensor's income, such taxes will be billed to and paid by you.

15. Entire Agreement and SLA. This Agreement constitutes the complete and entire understanding and agreement of all terms, conditions and representations between you and Licensor with respect to the Software notwithstanding an accepted addendum of a Software License Agreement (SLA) which will take priority over this agreement in only those areas of conflicting terms and conditions. If an SLA exists between Licensor and Licensee then any violations in the terms of said SLA is considered a violation of terms of this Agreement.

16. Modification. This Agreement may be modified only in writing by both parties.

17. Waiver and Severability. Failure to prosecute a party's rights will not constitute a waiver of any other breach. If any provision of this Agreement is found to be invalid, the remainder of this Agreement will remain in full effect.

18. Assignment. Neither party shall have the right to assign any of its rights nor delegate any of its obligations under this Agreement without the prior written consent of the other party, except that Licensor may assign its rights and obligations under this Agreement, without your approval, to (i) an entity which acquires all or substantially all of the assets of Licensor or (ii) any subsidiary, affiliate or successor in a merger or acquisition of Licensor. Any attempt by you to sublicense, assign or transfer the license or the Software, except as expressly provided in this Agreement, is void and immediately terminates the license.

19. Governing Language. This Agreement has been written in the English language and you waive any rights you may have under the law of your country or province to have this Agreement written in any other language.

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