

Mambo EMM Licensing Agreement

This agreement is entered into by and between: SM Technologies LLC doing business as Mambo Mobility (hereafter referred to as "Company"), engaged in the marketing, promotion, distribution and sale of Company's EMM (Enterprise Mobility Management) Licensed Platform incorporated in Delaware with a registered business address of 16400 NW 2nd Ave STE 201 Miami, Florida 33169 ('Company'); and you and/or your company, institution or other organization ("Licensee"), each a "Party" and together, the "Parties". This agreement is effective as of the date you click "I Accept" below (the "Effective Date"). Please read the following terms ("Terms") of service carefully before using the service. If you cannot accept these terms, please do not use Mambo Mobility's Enterprise Mobility Management platform.

RECITALS

WHEREAS, Company is engaged in the marketing, promotion, distribution, and sale of the Licensed Platform;

WHEREAS, Licensee and its employees use Mobile Devices as part of their business;

WHEREAS, Company wishes to grant access to Licensee of its Licensed Platform License for use on Wireless Devices.

1) DEFINITIONS AND INTERPRETATION

a) Definitions

In this Agreement, capitalized terms will have the following meanings:

- "Active Users" mean End Users who are affiliated with Licensee can successfully update their device by registering onto the Company Licensed Platform;
- "Affiliate" means any entity which owns or controls, is owned or controlled by, or is under common ownership or control with, Licensee;
- "Business Day" means Monday to Friday except public holidays in USA or India;
- "Commercially Reasonable Efforts" means taking such steps and performing in such a manner as a well-managed company would undertake where such company was acting in a determined, prudent and reasonable manner to achieve the particular result for its own benefit;
- "Company Group" means Company and its Affiliates;
- "Confidential Information" means, in respect of a Party, information in any form (whether written, electronic, graphic, oral or otherwise) including without limitation information that:
 - (a) has been provided by the Party and was marked confidential (or a similar designation) or was stated to be confidential at the time of disclosure;
 - (b) concerns the customers, finances, sales, marketing, products, suppliers, employees, strategies, business operations, projections, forecasts or management, or it would ordinarily be deemed by a reasonable person to be confidential or proprietary to:
 - i. In the case of Company Confidential Information: Company and Company Affiliates; or
 - ii. In the case of Licensee Confidential Information: Licensee and Licensee Affiliates; and
 - (c) Is contained in, or relates to, the items licensed to the other Party pursuant to this Agreement.
- "Licensed Platform" means the Company's EMM software and hosted service.

PRIVILEGED/PROPRIETARY/CONFIDENTIAL

- “Licensee Group” means Licensee and its Affiliates;
- “End User” means a purchaser or user of a Mobile Device;
- “EMM” means Enterprise Mobility Management, a method of deploying device management and security updates to devices wirelessly.
- “Intellectual Property Rights” means all rights of any nature in patents, registered designs, registered trademarks and service marks, and all extensions and renewals thereof, unregistered trademarks and service marks, business and Company names, unregistered designs, internet domain names and email addresses, design rights, topography rights, rights in inventions, utility models, database rights, know-how and copyrights (including moral rights) and any other intellectual property having a similar nature or equivalent effect anywhere in the world; applications for any of the foregoing and the right to apply for any of the foregoing in any country; rights under licenses, consents, orders, statutes or otherwise in relation to the foregoing; rights of the same or similar effect or nature which now subsist; and the right to sue for past and future infringements of any of the foregoing rights;
- “Mobile Device” means a wireless device, including but not limited to handsets, handheld computers, smartphones, tablets, and kiosks.
- “Term” means the Initial Term and any Renewal Periods;
- “Terms and Conditions” means the opening paragraphs, the recitals and clauses 1 to 10 (inclusive) of this Agreement;
- “Territory” means the geographic location of where the Company Licensed Platform is permitted to be used;
- “Year” means the period of 12 months from the Effective Date and each consecutive period of twelve (12) months thereafter during the Term

b) Interpretation

i) In this Agreement, a reference to:

(a) a statutory provision, includes a reference to:

- i. The statutory provision as modified or re-enacted from time to time (whether before or after the Effective Date); and
- ii. Any subordinate legislation made pursuant to the statutory provision (whether before or after the Effective Date);

(b) persons or entities, includes a reference to natural persons, anybody corporate, unincorporated association, trust, partnership or other entity or organization;

(c) a person or entity, includes a reference to that person’s or entity’s successors or assigns;

(d) an agreement, includes a reference to the agreement as amended from time to time;

(e) a “Schedule” or “Appendix” unless the context otherwise requires, is a reference to a schedule or appendix or annex to this Agreement;

(f) a “clause” or “section”, unless the context otherwise requires, is a reference to a clause in the Terms and Conditions or a section in a Schedule or Appendix respectively; and

(g) The singular includes the plural and vice versa, unless the context otherwise requires.

ii) The headings in this Agreement will not affect the interpretation of this Agreement (and unless the context requires otherwise, a reference to a Schedule includes the associated Appendices).

iii) Whenever the words “include”, “includes”, “including” or “in particular” (or similar derivatives) are used, they are deemed to be followed by the words “without limitation”.

iv) This Agreement is the result of arm’s length negotiations between the Parties and will be construed

to have been drafted by both Parties such that any ambiguities in this Agreement will not be construed against either Party as a result of that Party having drafted or proposed the relevant clause.

2) TERM OF AGREEMENT

- a) The initial term of this Agreement will begin on (and include) the Effective Date and will continue for two (2) years, unless terminated earlier in accordance with clause 9 (the “Initial Term”).
- b) This Agreement shall thereafter continue for successive two (2) year periods (each a “Renewal Period”) unless either Party gives the other Party not less than 30 days written notice prior to the then-effective termination date that it does not wish the Agreement to renew. Any extension will, unless otherwise agreed by the Parties in writing, be on the then existing terms.

3) SCOPE OF AGREEMENT

- a) Company Obligations
 - i) Company warrants that it has and will maintain sufficient rights and interests in the Licensed Platform to grant the rights and licenses to Licensee hereunder.
 - ii) Company will supply to Licensee the Licensed Platform in accordance with, and subject to the restrictions set out in, this Agreement. The Parties agree that Company will at all times retain ownership of the Licensed Platform and all associated software and rights.
 - iii) Company will provide reasonable support to Licensee in relation to the installation and testing of the Licensed Platform prior to onboarding by the Company.
 - iv) With respect to features and specifications not provided for therein, Licensee may request additional features and specifications which the Company will provide in its reasonable discretion, subject to a detailed Go to Market (GTM) Proposal which will include lead time, costs (if applicable), and other relevant information.
 - v) Company shall not be held liable for any issues relating to the functionality or performance of the Licensed Platform due to third-party applications installed by Licensee or its End Users or due to actions by party service providers or hosting services that are outside the control of Company.
- b) Licensee’s Obligations
 - i) Licensee will not alter or edit the Licensed Platform in any way without Company’s prior written consent.
 - ii) Licensee will provide all support to End Users. All agreements and communications with End Users will be Licensee’s responsibility.
 - iii) Licensee will not represent itself as an agent of Company for any purpose, nor pledge Company’s credit or give any condition or warranty or make any representation on Company’s behalf or commit Company to any contracts.
 - iv) Licensee will not, without Company’s prior written consent, make any promises or guarantees with reference to the Licensed Platform, beyond those contained in the promotional material supplied by Company, or otherwise incur any liability on behalf of Company.
 - v) Licensee will not engage in any activity with the Licensed Platforms that interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of any party, including Company.
 - vi) Licensee shall be solely liable for (and Company shall have no liability to Licensee or to any third party for) any data, content, or resources that Licensee or any End User creates, transmits or displays

through the Licensed Platform.

vii) Licensee shall be solely responsible for (and Company shall have no responsibility to Licensee or to any third party for) any breach of Licensee's obligations under this Agreement, any applicable third party contract or any applicable Law or regulation, and for any direct or consequential loss or damage arising therefrom (including any direct or consequential loss or damage which Company may suffer).

c) Invoicing and Payment

- i) First time enrollment of devices: an invoice will be provided by Company based on the number of devices Licensee wishes to enroll onto the Licensed Platform. Once payment is received, Company will grant access to Licensee to enroll the number of proposed units. See Exhibit A for details.
- ii) If applicable, Licensee shall pay the one-time setup fee to the company within five (5) business days of receipt of the initial invoice.
- iii) Payment must be made by Licensee within three (3) business days after receipt of Company's invoice.
- iv) Licensee shall pay the one-time Zero-Touch Enrollment fee (if applicable) and Zero-Touch De-enrollment fee (if applicable) to the Company upon receipt of the initial invoice within three (3) business days. See Exhibit A for details.
- v) Company reserves the right to deactivate Licensee's access to the Services for failure to pay applicable fees as described in this Agreement.
- vi) Except as otherwise specified herein (i) fees are quoted and payable in United States dollars (ii) fees are based on Service purchased and not actual usage, (iii) payment obligations are non-cancelable and fees paid are non-refundable, and (iv) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Registration Form
- vii) Company's Bank Information: Available upon request.

4) INTELLECTUAL PROPERTY RIGHTS

a) Ownership of Intellectual Property

- i) Nothing in this Agreement will be deemed to transfer any Intellectual Property Rights between the Parties. In this regard, and as between the Parties, Company will own all Intellectual Property Rights in the Licensed Platform, including any updates or other modifications or enhancements thereto. Licensee will do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as Company may from time to time require for the purpose of giving Company the full benefit of the provisions of this clause 5.1.1.
- ii) Licensee will not dispute or challenge Company's ownership of the Licensed Platform.

b) Licensing of Intellectual Property

- i) Company hereby grants to Licensee a non-exclusive, license in the Territory during the Term to do the following, subject to the restrictions in this Agreement, including clauses 5.2.5 to:
 - a) install, run and use (and enable End-Users to use) the Licensed Platform on the Mobile Devices;
 - b) subject to written approval by the Company, grant a limited sub-license to contractors of Licensee to do any of the acts specified in clauses 5.2.1(a) and (b) solely on behalf of, and for the benefit of, Licensee

- c) Licensee may grant sublicenses to use the Licensed Platform to its authorized End Users provided that: (i) each sublicense is in writing and its terms are consistent with the terms and conditions of this Agreement and Company is provided notice of each such sublicense; (ii) Licensee shall be responsible to Company for the performance of its sublicenses; (iii) any act or omission by a sublicensee that would be a breach of this Agreement had it been performed (or not performed) by Licensee shall be treated as a breach of this Agreement by Licensee; and (iv) upon request, Licensee will provide Company a copy of any such sublicense, at Company's option reasonably redacted, to permit Company to assess such sublicenses compliance with the terms and conditions of this Agreement. Licensee shall remain primarily responsible to Company for its obligations, including all payment obligations under this Agreement.
- ii) Licensee acknowledges that, between the Parties, Company will own any Intellectual Property Rights in information and data that Company provides to Licensee pursuant to this Agreement and Company hereby grants Licensee a limited license solely to use such information and data as necessary to perform the Services.
- iii) Licensee hereby grants to Company and its Affiliates where possible a fully paid-up revocable and non-exclusive license to use any software, equipment, materials, data or anything analogous provided by Licensee to Company pursuant to this Agreement.
- iv) Other than the limited rights granted under clause 5.2.1 Licensee shall not copy, modify, create derivative works of, distribute, sell, assign, sublicense, lease, loan, rent, timeshare, provide access to, or transfer to a third party (either in combination with other programs or alone) the Licensed Platform, nor permit any third party to do any of the foregoing. Licensee acknowledges that the Licensed Platform contains the valuable intellectual property, including trade secrets, of Company. Licensee shall not, directly or indirectly, modify the features or functionality of, copy or create derivative works using all or any portion of, analyze or remove components from, decompile, or otherwise reverse engineer or attempt to reverse engineer or derive source code, techniques, algorithms or processes from the Licensed Platform or permit or encourage any third-party to do so.
- v) Company acknowledges that any materials provided by the Licensee may contain valuable intellectual property, including trade secrets of the Licensee. Company agrees that to the maximum extent permitted by applicable Law, Company will not cause or permit the reverse engineering, translation, disassembly or de-compilation of any materials provided to the Company by the Licensee.
- vi) Subject to clause 5.2.1(d), the license granted in clause 5.2.1 is granted solely to Licensee. Licensee agrees not to remove, obscure, or alter any Company or other proprietary rights notice affixed to, or contained within, the Licensed Platform.

5) CONFIDENTIALITY AND DATA PROTECTION

a) Confidentiality

- i) Each Party (the "Recipient") undertakes to the other Party (the "Discloser") to:
 - (a) hold all Confidential Information of the Discloser which it obtains in relation to this Agreement, in strict confidence;
 - (b) not disclose, or authorize the disclosure of, the other Party's Confidential Information to any third party other than pursuant to clauses 6.1.2, 6.1.3 and 6.1.4;

- (c) not use, or authorize anyone to use, the other Party's Confidential Information for any purpose other than the performance of undertaking Party's obligations or the exercise of its rights or the receipt of any benefits pursuant to this Agreement; and
 - (d) promptly notify the other Party of any suspected or actual unauthorized use or disclosure of the other Party's Confidential Information of which the undertaking Party becomes aware and promptly take all reasonable steps that the other Party may require in order to prevent, stop or remedy the unauthorized use or disclosure.
 - ii) Each Party may disclose the other Party's Confidential Information to its Affiliates and their respective officers, directors, employees, contractors, advisors and auditors, but only to the extent that, and provided that, such persons:
 - (a) need to know the Confidential Information disclosed to them;
 - (b) have been informed in writing of the confidential nature of the Confidential Information and the purpose for which it may be lawfully used; and
 - (c) Comply with the terms of this Agreement in respect of the Confidential Information disclosed to them.
 - iii) Clause 6.1.1 will not apply to Confidential Information to the extent that:
 - (a) such Confidential Information has been placed in the public domain other than through the fault of the Recipient;
 - (b) such Confidential Information has been independently developed by the Recipient without reference to the Confidential Information of the Discloser;
 - (c) the Discloser has approved in writing the particular use or disclosure of the Confidential Information;
 - (d) such Confidential Information was already known by the Recipient prior to the disclosure without an obligation of confidentiality; or
 - (e) such Confidential Information is independently received from a third party without any obligation of confidence and the Recipient has made reasonable enquiries that the third party owed no obligation of confidence to the Discloser.
 - iv) Each Party may disclose the other Party's Confidential Information if, and to the extent that, it is required to do so by a Regulator, a relevant stock exchange or otherwise by Law.
 - v) The obligations with respect to Confidential Information will survive termination of this Agreement.
- b) Data Protection
 - i) In respect of any processing of Personal Data in relation to this Agreement:
 - (a) for Company Personal Data, Company will be the data controller and Licensee will be the data processor (as data controller and data processor are defined in the Data Privacy Legislation); and
 - (b) for Licensee Personal Data, Licensee will be the data controller and Company will be the data processor.
 - ii) Where a party processes the other party's Personal Data in relation to this Agreement, the party will:
 - (a) process the Personal Data strictly in accordance with the terms of this Agreement and the other party's written instructions from time to time;
 - (b) not disclose the Personal Data to any third party or use the Personal Data for any purpose, other than as authorized pursuant to this Agreement or otherwise approved in writing by the other party;

- iii) Each Personal Data of Active user shall be anonymous, and Company shall follow the Safe Harbor Policy.
- iv) Licensee will take adequate technical and organizational measures against unauthorized or unlawful processing of, accidental loss or destruction of, or damage to, the Company Personal Data.

6) REPRESENTATIONS, INDEMNITIES, AND DISCLAIMERS

a) General

- i) Each Party represents and undertakes to the other Party as follows:
 - (a) it is duly incorporated under the laws of the jurisdiction of its incorporation and duly authorized to enter into and perform its obligations under this Agreement;
 - (b) it is qualified to cooperate with the other Party and the cooperation is within the scope of its business; and
 - (c) it has the ability to fulfill its duties stipulated under this Agreement; and the performance of its duties will not be contrary to any applicable Laws to which it is subject.

b) Company's Representations

- i) The Company hereby represents and undertakes to Licensee that as of the Effective Date:
 - (a) it has the capacity and authority to enter into this Agreement;
 - (b) the persons entering into this Agreement on its behalf have been duly authorized to do so;
 - (c) This Agreement and the obligations created hereunder are binding upon it and enforceable against it in accordance with their terms (subject to applicable principles of equity) and do not and will not violate the terms of any other agreement, or any judgment or court order, to which it is bound; and
 - (d) There are no proceedings pending or threatened, or any other event, matter, occurrence or circumstance which to the Party's knowledge, challenges or may have a material adverse impact on this Agreement or the ability of the Party to perform its obligations pursuant to this Agreement.

c) Licensee's Representations

- i) Licensee hereby represents and undertakes to Company that as of the Effective Date:
 - (a) it has the capacity and authority to enter into this Agreement;
 - (b) the persons entering into this Agreement on its behalf have been duly authorized to do so;
 - (c) This Agreement and the obligations created hereunder are binding upon it and enforceable against it in accordance with their terms (subject to applicable principles of equity) and do not and will not violate the terms of any other agreement, or any judgment or court order, to which it is bound; and
 - (d) There are no proceedings pending or threatened, or any other event, matter, occurrence or circumstance which to the Party's knowledge, challenges or may have a material adverse impact on this Agreement or the ability of the Party to perform its obligations pursuant to this Agreement.
- ii) Licensee represents and undertakes to Company that, as of the Effective Date, the Licensee Group has not violated any applicable law, or any Company Group policies notified to Licensee regarding

the offering of inducements in relation to this Agreement.

- d) Licensee will defend, indemnify, and hold harmless Company, its members, managers, directors, officers, employees, agents, and affiliates against any and all claims, demands, losses, obligations, liabilities, damages, deficiencies, actions, settlements, judgments, costs, and expenses that may be incurred or suffered (including, but not limited to, reasonable legal fees), made or threatened to be made by a third-party, arising out of or related to (i) Licensee's failure to comply with applicable laws, rules, and regulations; (ii) any unapproved modification to the Licensed Platform; (iii) any action by one of Licensee's End Users in connection with or relating to the Licensed Platform; (iv) any statement, promise, representation or warranty made by Licensee or by any agent or distributor of Licensee to a subsequent buyer, distributor, customer, or End User; (v) or any material breach by Licensee of any representation, warranty, covenant, or similar promise made under this Agreement or arising out of this Agreement.
- e) Disclaimer. COMPANY DOES NOT WARRANT THAT THE LICENSED PLATFORM WILL PERFORM WITHOUT ERROR OR THAT IT WILL RUN WITHOUT IMMATERIAL INTERRUPTION. LICENSEE ACCEPTS THE LICENSED PLATFORM "AS IS," WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

7) FORCE MAJEURE

- a) No party will be liable hereunder (and their performance shall be excused under this Agreement) by reason of any failure or delay in the performance of its obligations (except for the payment of money) on account of strikes, shortages, riots, insurrection, terrorism, fires, flood, storm, explosions, earthquakes, Internet outages beyond the reasonable control of such party, acts of God, war, governmental action, other 3rd Party applications, or by a delay caused by Google, Microsoft, or a "system on a chip" manufacturer ("Force Majeure Events"). Subject to the foregoing, delays in delivery or in meeting completion dates due to Force Majeure Events will be extended for a reasonable period to reflect the impact of such delay. The affected Parties will in any event use Commercially Reasonable Efforts to avoid or mitigate the effect of Force Majeure Events so as to recommence performance of their obligations as soon as reasonably possible.

8) TERMINATION

- a) Termination for Cause by either Party
Without prejudice to any other rights or remedies it may have, either Party may, by giving notice to the other Party, terminate this Agreement by giving forty-five (45) days written notice if any of the following occur:
 - i) The other Party commits a material breach of this Agreement, which breach is either not capable of being cured or is not cured within 30 days after notice of such breach is given by the terminating Party. A material breach for the purposes of this clause 9.1.1 includes any breach by Licensee of any of the terms of clause 3.2 or clause 4.2;
 - ii) The other Party is unable to pay its debts or takes any of the following steps:

- (a) ceases to carry on its business;
 - (b) has a receiver, administrative receiver, administrator or similar officer appointed over all or any part of its assets or undertakings who is not discharged within 15 days of such appointment;
 - (c) makes an assignment for the benefit of, or a composition with, its creditors generally or another arrangement of similar import;
 - (d) goes into liquidation or is the subject of a winding up order otherwise than for the purposes of a bona fide amalgamation or reconstruction; or
 - (e) if any similar event occurs under the law of any jurisdiction, (each an “Insolvency Event”).
- iii) The other Party takes any action (including by omission), or causes or permits any act or thing which would be likely to or will harm, damage, impair, devalue, be detrimental to, or otherwise have a negative effect on the other Party’s brand, Trademarks, professional image, reputation or goodwill with the public, that:
- (a) is capable of being cured and, following giving notice to cure, the other Party does not cure the harm or breach within 30 days (or any longer period agreed by the Parties); or
 - (b) is not capable of being cured.

b) Termination for Change of Control

If either:

- i) Another entity, directly or indirectly, in a single transaction or a series of related transactions, acquires either Control of Licensee or substantially all of the assets of Licensee; or
- ii) Licensee is merged with or into another entity that then exercises Control over Licensee or all or substantially all of the assets of Licensee, then, at any time within six months after the last to occur of such events, Company may terminate this Agreement by giving Licensee at least ninety (90) days’ prior written notice.

c) Termination for Force Majeure

In the event that Licensee is prevented from performing any of its obligations under this Agreement by a Force Majeure Event for more than 90 days, then Company may, by giving written notice to Licensee, immediately terminate this Agreement.

9) GENERAL

a) No partnership or agency

Nothing in this Agreement or any circumstances associated with it or its performance give rise to any relationship of agency, partnership or employer and employee between Company and Licensee.

b) Assignment

Neither Party may assign, novate or otherwise transfer any of its rights, obligations or privileges (by operation of Law or otherwise) hereunder, as applicable, without the prior written consent of the other.

c) Waiver

No delay or omission by either Licensee or Company in enforcing or exercising any right, power or

remedy will impair that right, power or remedy or be construed to be a waiver of it. A waiver by either Licensee or Company of any of its rights, powers or remedies or of any breach will not be construed to be a waiver of any other right, remedy or power or any succeeding breach. No waiver or discharge of any kind will be valid unless in writing and signed by an authorized representative of the Party against whom such waiver or discharge will be enforced.

d) Notices

Whenever under this Agreement one Party is required or permitted to give notice to the other, such notice will be deemed given when delivered in hand or one Business Day after dispatch by means of courier, which is sent to the following (or such other address as the relevant Party may specify by giving notice from time to time):

i) In the case of notices to Company, to:

Mambo Mobility
Attention: Legal Department
16400 NW 2nd Ave STE 201
Miami, Florida 33169

ii) In the case of notices to Licensee, to:

e) Severability

If a court of competent jurisdiction or other competent body decides that any provision of this Agreement is void or otherwise ineffective but would be valid and effective if appropriately modified, then such provision will apply with the modification necessary to make it valid and effective. If such a provision cannot be so modified, the invalidity or ineffectiveness thereof will not affect or impair the validity or legal effect of any other provision of this Agreement.

f) Compliance with applicable Laws

The Parties will each perform their respective obligations under this Agreement in accordance with all applicable Laws.

g) Governing Law

This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Florida, without giving effect to principles of conflicts of law, and all parties consent to the exclusive jurisdiction of the courts of the 11th Judicial Circuit in and for Miami-Dade County for any legal action or proceeding against any other party arising out of or relating to this Agreement. In any action or proceeding to enforce this Agreement or arising out of or in connection with this Agreement, the prevailing party shall be entitled to attorneys' fees and costs at trial and all appellate levels.

h) Announcements

Neither Party may make any public statement about this Agreement unless it has first obtained the other's written consent. Neither Party will withhold its consent if the other is required to make the public statement by Law or a recognized stock exchange.

i) Counterparts

This Agreement may be executed in several counterparts, all of which parts taken together will constitute one single agreement between the Parties.

j) Required Consents

Except where expressly provided as being in the discretion of a Party, where agreement, approval, acceptance, consent, or similar action by either Party is required under this Agreement, that action will not be unreasonably delayed or withheld. An approval or consent given by a Party under this Agreement will not relieve the other Party from responsibility for complying with the requirements of this Agreement, nor will it be construed as a waiver of any rights under this Agreement, except as, and to the extent, otherwise expressly provided in such approval or consent.

k) Entire Agreement

This Agreement contains, and is intended as, a complete statement of all the terms of the arrangement between the parties with respect to the matters provided for herein and supersedes any previous agreements and understanding between the parties with respect to those matters and cannot be changed or terminated orally. All oral representations or statements not clearly expressed in this Agreement merge into and do not survive this Agreement, and parties expressly disclaim reliance on anything not clearly expressed in this Agreement. Each party waives and relinquishes any and all rights, under principles of law and equity, to rescind, vacate, or otherwise challenge this Agreement (including its making or enforceability), including but not limited to duress, coercion, unilateral mistake, mutual mistake, fraud in the inducement, or breach of any obligations or duties which any party owed, or may have owed, any other party from the beginning of the world to the date of this Agreement, arising under statutory or common law or in equity, or rule of procedure, including but not limited to disclosure or discovery obligations in any litigation between or among the parties.

Mambo Support:

- Software Maintenance: Frequent new version releases, software updates, and new features are made available. Any maintenance down time will be scheduled at a convenient time and with prior notice.
- Email support: Monitored 9:00 A.M. to 5:00 P.M. Monday – Friday. Emails received outside of office hours will be collected. However, no action can be guaranteed until the next working day. Support can be reached by emailing: support@mambomobility.com
- Additional 24/7 x 365 call support can be made available per client's request