

THIS END USER LICENSE AGREEMENT (the “**Agreement**”), entered as of the Effective Date, is a binding agreement by and between **MONKEY JABBER SAFECARE INC.**, having its principal place of business at 21-200 Kodiak Crescent, Toronto, Ontario, M3J 3E5 (“**MONKEY JABBER**”), and You as owner and/or lawful operator of the Device (“**You**”). The terms in capital letters used in this Agreement have the meaning set forth in Section 13 below, or in other sections of this Agreement, as the case may be.

BY CLICKING “ACCEPT”, “NEXT” (OR ANY OTHER SIMILAR BUTTON OR BOX BELOW), BY INSTALLING, ACCESSING OR USING THE SOFTWARE AND/OR THE END USER SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, ACCEPTED AND AGREED TO BE BOUND BY EACH OF THE TERMS AND CONDITIONS SET FORTH BELOW (INCLUDING ANY CHANGES HERETO AS MAY BE PROVIDED TO YOU FROM TIME TO TIME BY MONKEY JABBER, IN ITS SOLE DISCRETION), IN ADDITION TO THE TERMS AND CONDITIONS OF ANY AGREEMENT PERTAINING TO THE SOFTWARE AND THE END USER SERVICES BETWEEN YOU AND COMPANY (THE “**TERMS OF SERVICE**”). IF YOU DO NOT AGREE TO ACCEPT EACH AND ALL OF THE FOLLOWING TERMS AND CONDITIONS AS SET FORTH HEREIN, PLEASE DO NOT INSTALL, ACCESS, OR USE THE SOFTWARE OR THE END USER SERVICES.

1. **SOFTWARE LICENSE.** Subject to the terms and conditions of this Agreement and the Terms of Service, MONKEY JABBER hereby grants You, during the Term (as defined in Section 8 below), a limited, personal, non-assignable, non-transferable, non-sublicensable, non-exclusive, revocable license to install and use one copy of the Software, in object code, on Your Device, strictly for Your personal use and strictly in relation to and for Your use of the End User Services. You are responsible for all activity made by anyone who access and/or uses Your Device, Your copy of the Software, and all liability incurred from such use.
2. **END USER SERVICES.** In order to benefit from the End User Services, You hereby authorize MONKEY JABBER and/or Company and their respective agents to use the Software to (i) take remote control of the Your Device(s) and Connected Devices; (ii) access or modify Your Device(s) or Connected Devices settings; (iii) download, install, uninstall, use, update and upgrade software; (iv) send marketing campaigns; (v) gather system data, Personal Information and Information; (vi) access, install, uninstall, update and upgrade the Software; (vii) accept third party license agreements on Your behalf for the use of third-party software or tools in the provision of End User Services; and (viii) if the End User Services provided to You include the parental control feature, monitor the activities of a Child or other person from whom You have explicitly received consent to monitor them through Your use of the parental control feature of the End User Services. You warrant that you are the owner or lawful operator of the Device, the Peripherals and/or Connected Devices.
3. **PROHIBITED USES.** Save and except as expressly allowed in this Agreement, You have no rights with respect to the Software, the End User Services or other MONKEY JABBER Property (as defined in Section 7 below) or any component thereof. Without limiting the generality of the foregoing, You may not, directly or indirectly do any of the following:
 - 3.1. decompile, transform, modify, adapt, translate, disassemble, reverse engineer, in whole or in part, or otherwise attempt to decrypt, derive, reconstruct or discover any source or object code, underlying ideas, algorithms, file formats, programming or interoperability interfaces, trade secrets, or sensitive or proprietary information of or related to the Software or other MONKEY JABBER Property;
 - 3.2. modify, merge, alter, copy, distribute or otherwise reproduce or tamper with the Software, the End User Services or other MONKEY JABBER Property, or produce or create any other derivative applications whatsoever or any derivative works thereof;
 - 3.3. destroy or remove any copyright, trade secret, patent, trademark or other proprietary or legal markings or notices placed upon or contained within the Software or other MONKEY JABBER Property or any supporting media;
 - 3.4. transfer, sublicense, copy, rent, loan, resale, auction, lease, access, share, operate on a time share or service bureau basis, or distribute the Software or other MONKEY JABBER Property;

- 3.5. use or access the Software, the End User Services or other MONKEY JABBER Property to offer services to third parties;
- 3.6. use or access the Software, the End User Services or other MONKEY JABBER Property to violate or in a manner that violates applicable laws and regulations;
- 3.7. attempt to interfere with, disrupt or disable the Software, or circumvent or alter any method of measuring, tracking, recording or billing of the Software or the End User Services;
- 3.8. post, publish, transfer, display, store, distribute, upload, or disseminate or otherwise transmit, load upon or make available anything (including any information, files, software, documents, videos, music, photographs, images, data or other content) through or in connection with the Software, the End User Services, or other MONKEY JABBER Property, that (i) violates any legal, property, intangible, Intellectual Property Rights, confidentiality or privacy rights of others; (ii) is inappropriate, inaccurate, illegal or unlawful, profane, defamatory, obscene, abusive, discriminatory, threatening, hateful or gratuitously violent; (iii) or that contains or triggers any viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software, program or device that may be damaging;
- 3.9. use the Software, the End User Services or other MONKEY JABBER Property for unlawful, prohibited, illegal, inappropriate, offensive, hateful or gratuitously violent, damaging or otherwise unsuitable purposes, including in connection with activities involving pyramid schemes, chain letters, junk email, spamming, hacking, defamation, discrimination, abuse, harassment, stalking, threatening, or otherwise violating the rights of any Person;
- 3.10. disclose information or analysis (including without limitation benchmarks) regarding the quality or performance of the Software, the End User Services or other MONKEY JABBER Property;
- 3.11. use the Software or other MONKEY JABBER Property other than as specifically described herein or in the accompanied documentation; or
- 3.12. use or access the parental control feature included in the End User Services to carry on monitoring activities on a person, including a Child, without the prior consent of such person, and in the case of a Child, without the prior consent of the Child, its' legal guardian or parent, if applicable;
- 3.13. use the Software for or in connection with any hazardous environment requiring fail-safe performance or operation, the operation of aircraft navigation, nuclear facilities, or communication systems, weapons systems, direct or indirect life-support systems, air traffic control, or any application or installation where failure could result in death, severe physical injury or property damage. You acknowledge and agree that the Software is not fault-tolerant and is not designed or intended for such use.

4. ACCESS TO THE SOFTWARE AND END USER SERVICES.

- 4.1. You must provide at Your own expense and risk the Device, Connected Devices, equipment and Internet connections that You will need to use the Software and/or the End User Services. You are entirely responsible for any costs You incur to access the Internet through any wireless or other communication service. In certain instances, the Software and/or the End User Services may not always be available depending on Your geographic location, due to maintenance or service disruptions, or in the format generally marketed. Moreover, some Devices may be unable to receive the Software even if initial testing shows that Your connection was qualified or Your Device environment was suitable. MONKEY JABBER may, at any time, without notice or liability, restrict the use of the Software and/or the End User Services or limit their time of availability in order to perform maintenance activities and to maintain session control. MONKEY JABBER reserves the

right, at its sole discretion and without prior notice, to enhance, reduce, modify, or discontinue the Software.

- 4.2. If the Software provided to You includes MONKEY JABBER's security software, You acknowledge and hereby authorize MONKEY JABBER to uninstall existing anti-virus software on Your Device and replace it with Monkey Jabber's security software. You acknowledge and agree that such Software purport to monitor the security status of certain security measures on Your Device. While most applications that provide these kinds of measures are known, it is possible that the Software may not recognize some security applications, so You should always make Your own independent assessment of the security status of Your Device. The result of the scanning of Your Device will be provided to You in the form of both an overall and category specific "Safety Rating", either at risk, average or excellent. The Safety Rating is determined by such factors as the presence of existing virus protection, spyware protection or firewall, and in the case of virus protection and spyware protection whether they are up to date to protect against the latest malware threats and/or have real-time protection.
- 4.3. If the End User Services provided to You includes the parental control feature, You acknowledge and agree that any use of the End User Services to carry on monitoring activities a non-consenting person or Child may violate one or more legal rights of that person or Child and may subject You to civil or penal liability. You warrant that You have obtained the consent of the person, and in the case of a Child, the consent of the Child, its' legal guardian or parent, as applicable, to carry on Your monitoring activities on said person or Child using the End User Services.
- 4.4. MONKEY JABBER does not assume responsibility for verifying the content, materials, documents and information passed through or accessed via or in connection with the Software and/or the End User Services. Your use of the Software and/or the End User Services is at Your sole and exclusive risk and at Your own discretion and peril. MONKEY JABBER is not responsible for any damages, losses, expenses or other injuries incurred by You as a result of, relating to, or in connection with, any content, materials, documents and information transmitted, distributed or uploaded through or in connection with the Software and/or the End User Services and the MONKEY JABBER Property.

5. CONSENT TO DATA AND INFORMATION COLLECTION AND USE. You acknowledge and hereby authorize:

- 5.1. MONKEY JABBER to collect and use, in accordance with its Privacy Policy which can be found at <http://www.radialpoint.com/corp/en-static-privacy-policy-terms-of-use.html> (as it may be updated from time to time by Monkey Jabber at its sole discretion and without prior notice), through Your use of the Software and/or the End User Services, various information and data which may include: (i) Your email address and IP address; (ii) Your account information with Company, including Your account number, subscription to End User Services and account activity (iii) the identity of Your Device, its operating system identification and configuration, the versions of various software downloaded and/or installed, security and backup status of Your Device, the back-up information, operating system errors, Your Peripherals and Connected Devices, (iv) other MONKEY JABBER or Company unique identifiers (for the purpose of back-end storage, allowing targeted service notifications, and the delivery of End User Services to You by Company); (v) whether You have checked or unchecked "Show alerts" and other options; (vi) usage information in relation to the Software; (vii) information as to which notifications have been viewed and when and which links You clicked on as a result of a notification; (viii) information collected in relation to Your monitoring activities of a person or a Child using the parental control feature in the End User Services; and (ix) once the Software has been installed, information as to when You have downloaded, installed or used other software through the Software (the "**Information**").
- 5.2. MONKEY JABBER to provide Your Information to: (1) its employees, consultants and agents and (2) its affiliates and suppliers and their respective employees, consultants, subcontractors and agents, (3) to Company and/or, its employees, suppliers and agents, in relation to: (a) the provision of End User Services to You by Company (b) redundancy,

reliability, disaster recovery, security scanning, and other similar purposes, (c) the improvement of activation flow of the Software and of the End User Services, (d) internal training purposes, (e) the use of relevant usage, performance or technical portions of Your Information on an anonymized basis, (f) reports prepared for Company's benefit, and/or (g) marketing and sales purposes for Company's benefit.

5.3. MONKEY JABBER to transmit, process and/or store Your Information outside of Your province, state and/or country. In relation with the above Section 5.1, You acknowledge and agree that Your Information may be transmitted, processed and/or stored outside of Your province, state and/or country for the purposes hereunder, and that the laws, rules and regulations of other province(s), state(s) or country(s) may apply to Your data and Information and such other province(s), state(s) or country(s)' government, courts, or law enforcement or regulatory agencies may be able to obtain access or disclosure of Your Information and data in accordance with such applicable laws, rules or regulations.

5.4. MONKEY JABBER to disclose Your Information or data, if required to comply with applicable laws, rules or regulations, or if MONKEY JABBER, in its sole and absolute discretion, believes that disclosure is reasonable or necessary to (i) comply with said applicable laws, rules, regulations, requests or orders from the courts, law enforcement or government agencies, or any legal process; or (ii) protect or defend the rights or the property (including, but not limited to, Intellectual Property Rights) of MONKEY JABBER, its licensors, Company, and/or any third party.

6. CONFIDENTIALITY. You acknowledge that You may obtain information relating to the Software or other MONKEY JABBER Property, including any code, technology, know-how, ideas, algorithms, testing procedures, structure, interfaces, specifications, documentation, bugs, problem reports, analysis and performance information, and other technical, business, product, and data ("**Confidential Information**"). You shall not disclose to third party the Confidential Information for any purpose other than the access and use of the Software as set forth in this Agreement.

7. OWNERSHIP. As between the Parties, MONKEY JABBER and its licensors, as applicable, are and shall remain, the sole and exclusive owner of all rights, titles and interest in and to the Software and other property of MONKEY JABBER and its licensors including but not limited to copies, modifications, documentation, and derivative works, reports, programs, source code, object code, trademarks, copyrights, patents, marks, logos, manuals, flow charts, tapes, card decks, listings and any other programming materials and inventions, whether or not patentable, together with all Intellectual Property Rights (collectively, the "**MONKEY JABBER Property**"). No property, ownership or real right or interest in the MONKEY JABBER Property, or any component thereof, is granted, assigned, conveyed, transferred or sold to You by virtue of this Agreement or otherwise. MONKEY JABBER™ is a trademark of Monkey Jabber SafeCare Inc. This trademark may be registered in certain jurisdictions.

8. TERM AND TERMINATION. This Agreement shall become effective upon the Effective Date and shall continue in effect until the earlier of when: (i) You uninstall the Software from Your Device, (ii) the Terms of Service are terminated, (iii) this Agreement is terminated by MONKEY JABBER, in its sole discretion, or (iv) You breach or violate the terms of this Agreement or the Terms of Service ("**Term**"). Upon termination: (a) all licenses hereunder shall terminate and You shall immediately cease all use of the Software, the End User Services and other MONKEY JABBER Property, and (b) You shall forthwith destroy all copies of the Software and other MONKEY JABBER Property, any supporting materials, on whatever media. Monkey Jabber may, at any time and its sole discretion, suspend or terminate Your access and use of the Software and/or the End User Services. MONKEY JABBER WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR THE SUSPENSION OR TERMINATION OF THE AGREEMENT OR THE LIMITATION OF ACCESS OR USE OF THE SOFTWARE AND/OR END USER SERVICES FOR ANY REASON. YOU ACKNOWLEDGE AND AGREE THAT UPON TERMINATION, MONKEY JABBER MAY IMMEDIATELY DEACTIVATE OR DELETE THE SOFTWARE, YOUR USER ACCOUNT AND ALL RELATED INFORMATION AND DATA IN YOUR ACCOUNT, AND/OR BAR ANY FURTHER ACCESS TO THE SOFTWARE AND/OR END USER SERVICES.

9. WARRANTIES, LIMITATION OF LIABILITY AND INDEMNIFICATION

- 9.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE, THE END USER SERVICES AND ANY OTHER MONKEY JABBER PROPERTY MADE AVAILABLE TO YOU ARE FURNISHED "AS IS", AT YOUR RISK AND PERIL, WITH ALL FAULTS AND WITHOUT REPRESENTATIONS, WARRANTIES, RIGHTS, OBLIGATION OR CONDITION OF ANY KIND FROM MONKEY JABBER, ITS AFFILIATES, LICENSORS, SUBCONTRACTORS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, LEGAL, STATUTORY, CONTRACTUAL, EXTRA-CONTRACTUAL, DELICTUAL, OR IN TORT, WHETHER ARISING BY LAW, STATUTE, USAGE OF TRADE, CUSTOM, COURSE OF DEALING OR PERFORMANCE, THE NATURE OF THIS AGREEMENT OR IN CONFORMITY WITH USAGE, EQUITY OR LAW, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY AN ALL REPRESENTATIONS, WARRANTIES, OBLIGATIONS, RIGHTS OR CONDITIONS OF TITLE, OWNERSHIP, NON-INFRINGEMENT, NON-INTERFERENCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR OR GENERAL PURPOSE, QUALITY, ACCURACY, WORKMANSHIP, HIDDEN DEFECTS, PEACEFUL ENJOYMENT, SECURITY, DELIVERY AND GOOD STATE OF REPAIR. YOU ACKNOWLEDGE AND AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE REMEDY IN RELATION TO OR UNDER THIS AGREEMENT SHALL BE TO TERMINATE THE AGREEMENT.
- 9.2. TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, MONKEY JABBER, ITS AFFILIATES, SUBCONTRACTORS AND LICENSORS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS SHALL HAVE NO LIABILITY WHATSOEVER TOWARDS YOU OR ANY OTHER PERSON OR ENTITY IN RELATION TO OR ARISING OF THIS AGREEMENT, THE TERMS OF SERVICE, THE SOFTWARE, THE END USER SERVICES, OR OTHER MONKEY JABBER PROPERTY, INCLUDING WITHOUT LIMITATION, FROM BREACH OF CONTRACT, CONTRACTUAL OR EXTRA-CONTRACTUAL LIABILITY, TORT (INCLUDING NEGLIGENCE, MISREPRESENTATION, AND STRICT LIABILITY) OR ANY OTHER LEGAL OR EQUITABLE THEORY, WHETHER IN RESPECT OF (A) DIRECT, GENERAL, INCIDENTAL, AGGRAVATED, PUNITIVE, TREBLE, EXEMPLARY, INDIRECT, SPECIAL, CONSEQUENTIAL, OR STATUTORY DAMAGES OF ANY KIND, ARISING DIRECTLY OR INDIRECTLY FROM YOU ACCESS OR USE OF THE SOFTWARE, THE END USER SERVICES OR OTHER MONKEY JABBER PROPERTY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE, INCLUDING WITHOUT LIMITATION, ANY AND ALL LOST BUSINESS REVENUE, LOSS OF USE, LOST PROFITS, LOST GOODWILL, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OR INACCURACY OF DATA, SYSTEM DOWNTIME, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION, LOSS OF BUSINESS OPPORTUNITY; OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY. YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS AND WARRANTIES OF SECTIONS 9.1 AND 9.2 ARE ESSENTIAL. IN THE ABSENCE OF SUCH LIMITATIONS AND WARRANTIES, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD HAVE BEEN SUBSTANTIALLY DIFFERENT THAN PROVIDED HEREIN AND MONKEY JABBER WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.
- 9.3. You agree to defend, indemnify and hold harmless MONKEY JABBER, its affiliates, subcontractors and licensors, and their respective officers, directors, employees and agents from and against all liabilities, costs and expenses, including reasonable attorney's fees, related to or arising from: (a) Your violation of applicable laws, rules and regulations in connection with Your access or use of the Software and/or the End User Services; (b) breach of this Agreement or the Terms of Service by You (or any parties who use Your account or access or use the Software and/or the End User Services, with or without Your permission); or (c) claims for infringement of any Intellectual Property Rights arising from Your misuse of the Software, the End User Services and/or other MONKEY JABBER Property (the "Claim"). MONKEY JABBER reserves the right, at its sole discretion, to assume the exclusive defense and control of any Claim otherwise subject to indemnification by You, in which event You will fully cooperate with MONKEY JABBER in asserting any available defenses, and promptly reimburse its reasonable costs and expenses (including, without limitation, reasonable attorney and professional fees) in connection with, relating to or arising from its defense in such Claim. No settlement, compromise or adjudication

of any Claim to which indemnity applies hereunder, shall be effective or permitted without the express and prior written consent of MONKEY JABBER. MONKEY JABBER RESERVES THE RIGHT TO PURSUE ANY AND ALL LEGAL AND EQUITABLE CLAIMS AGAINST YOU PERTAINING TO YOUR MISUSE OF THE SOFTWARE, THE END USER SERVICES OR OTHER MONKEY JABBER PROPERTY OR FOR YOUR BREACH OF THIS AGREEMENT.

10. **AUDIT.** MONKEY JABBER and its licensors reserve the right to take reasonable steps to prevent unauthorized access or use of the Software, the End User Services and other MONKEY JABBER Property and You hereby authorize MONKEY JABBER and its licensors to audit Your use of the Software and End User Services and other MONKEY JABBER Property for the purpose of verifying Your compliance with this Agreement. Such audit may be performed by MONKEY JABBER, its licensors or an independent auditor, during normal business hours upon reasonable advanced written notice.
11. **OPEN SOURCE AND/OR OTHER THIRD PARTY SOFTWARE.** Portions of the Software may include certain software developed by and/or proprietary to the following and may be subject to additional terms and conditions: Copyright © 1997-2012 BitDefender, © Copyright 2009 Raxco Software, Inc. all rights reserved, AVG Technologies CY Limited Copyright © 2008, all rights reserved, gSOAP software, Copyright © 2001-2004 Robert A. van Engelen; Genivia inc. all rights reserved; Daniel Stenberg, daniel@haxx.se, Copyright © 1996 - 2009, all rights reserved; Jean-Philippe Barrette-LaPierre, Copyright © 2002-2006, all rights reserved; Thai Open Source Software Center Ltd, Copyright © 1998, 1999, 2000, all rights reserved; The Apache Software Foundation (<http://www.apache.org/>), Copyright © 2000, all rights reserved; Boost Software License - August 17th, 2003; Copyright © OPSWAT, Inc. 2002-2009, all rights reserved; Copyright © 1995-2004 Jean-Loup Gailly and Mark Adler; Copyright © 2006, contributors to ShortcutRecorder; Copyright © The Growl Project, 2004, all rights reserved; Copyright © 2003, Septicus Software all rights reserved; Copyright © 2002-2008 Jez UK Ltd all rights reserved; Copyright © 2009 John Resig, (<http://jquery.com/>); Copyright © 2007 - 2009 John W. Wilkinson; Copyright © 2008 Dmitry Baranovskiy; and Copyright © Richard Smith 2008, Copyright (c) 1998-2011, OpenSSL Project for use in the OpenSSL Toolkit (<http://www.openssl.org/>), All rights reserved, Copyright © 1996-1997, Keith Rule, all rights reserved, Copyright © 1999 by Jens Schacherl, all rights reserved, Copyright © 2000-2007 Lee Thomason (www.grinninglizard.com) released under the zlib/libpng License; Adobe® Flash® Player. Copyright © 1996 - 2010 Adobe Systems Incorporated, all rights reserved. In addition, the End User Services may be provided using certain tools developed by and/or proprietary to the following and may be subject to additional terms and conditions: Copyright © 1997-2009 Kaspersky Lab ZAO.; Copyright ©2006-2012 YL Computing, Inc; All rights reserved; Copyright ©1989-2012 Trend Micro Incorporated WinUtilities; and Process Hacker <http://processhacker.sourceforge.net/> distributed under the GNU GPL version 3 <http://processhacker.svn.sourceforge.net/viewvc/processhacker/2.x/trunk/LICENSE.txt>. Monkey Jabber's licensors, including but not limited to BitDefender® SRL, have a substantial interest in the Software and are third party beneficiaries to this Agreement.

12. **GENERAL PROVISIONS:**

- 12.1. **Transfer and Assignment.** You may not assign this Agreement or any of Your rights or obligations under it to any person or entity, in whole or in part, without MONKEY JABBER's express written consent. Any attempted assignment by You in violation of this Section shall be null and void. MONKEY JABBER may freely assign or transfer (in whole or in part) this Agreement with or without notice thereof to You. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, executors and permitted assigns.
- 12.2. **Severability and Survival.** If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision shall be amended to achieve as closely as possible the effect of the original terms, and all other provisions of this Agreement shall continue in full force and effect. Sections 3, 5, 6, 7, 8, 9, 10, 11 and 12 of this Agreement and any other provisions which by their nature survive the termination or expiry of this Agreement, will survive any termination or expiration of this Agreement.
- 12.3. **Governing Law and Jurisdiction.** This Agreement shall be governed by the applicable laws of the province of Quebec and the federal laws of Canada, without reference to any

conflicts of law principles that would require the application of the laws of any other jurisdiction. You expressly waived and excluded application of the United Nations Convention on Contracts for the International Sale of Goods and section 2125 of the Quebec Civil Code. You expressly consent to the personal and exclusive jurisdiction of the courts of the province of Quebec and the federal courts of Canada, as applicable, sitting in the judicial district of Montreal, for any suits or causes of action connected in any way, directly or indirectly, to the subject matter of this Agreement, the Software, the End User Services or other MONKEY JABBER Property. Notwithstanding the foregoing, MONKEY JABBER may seek injunctive relief or any other equitable remedy with respect to any violation, breach or infringement of intellectual property or confidential information related rights or obligations in any appropriate jurisdiction.

12.4. Compliance with Law. You acknowledge and agree that Your download, installation and use of the Software and use of the End User Services must be in compliance with all applicable laws, rules and regulations. You also agree to immediately report to MONKEY JABBER any and all suspected or actual violations of the Agreement by You or others that You are aware of or should be aware of. You acknowledge that the Software is subject to United States and Canadian export controls and restrictions (including restrictions applicable to end-user, end-use, prohibited parties lists, destination restrictions, including those applicable to the Software in relation to ECCN 5D992 products), and You agree to comply with all such controls and restrictions including but not limited to U.S. Export Administration Regulations, the Export and Import Permits Act (Canada), and any other related, relevant or applicable export controls or restrictions when downloading, installing or using the Software. The Software may be subject in certain jurisdictions to import laws, rules or regulations and You are responsible for determining how and if You need to comply with such laws, rules or regulations. For the purpose of Your compliance with this Section, You should be aware that the Software manufacturer is MONKEY JABBER at the address written above in this Agreement and the Software is subject to United States' restrictions pertaining to ECCN 5D992 products.

12.5. Language. It is the express wish of the Parties hereto that this Agreement be drafted in English. Les parties ont expressément demandé que ce contrat soit rédigé en anglais.

13. ADDITIONAL DEFINITIONS.

"Connected Devices" means any device and Peripheral that can connect to the Internet either through wired or wireless connection, including but is not limited to, smartphone, tablet computer, game console.

"Company" means any distributor, sub-distributor, sub-contractor, sub-licensee and/or reseller of the Software and/or End User Services, and/or client of MONKEY JABBER, including Internet service providers, carriers, portals, equipment manufacturers, telecommunications companies and other similar entities and intermediaries, in each case with whom or with which You have entered into the Terms of Service for the provision of the Software and the End User Services as set forth hereto;

"Child" means an individual, which under the law of his or her residence, would be considered a minor. For the purpose of this Agreement, if under applicable laws of the residence of the Child, he or she is not allowed to act alone when exercising its civil rights, then the consent of such Child must be provided by a duly authorized legal guardian or parent, as applicable.

"Device" means Your computer, mobile phone, tablet computing device and any other electronic device on which the Software can be installed on.

"Effective Date" means the earlier of (a) date that You install the Software on Your Device or (b) the date You start using the End User Services.

"End User Services" means value added services, which You purchase or obtain from Company and/or MONKEY JABBER, on behalf of Company, which may include security services, online backup services, and technical support services and which You may access directly or through MONKEY JABBER, its suppliers, Company, or third parties' services, servers and systems.

"Intellectual Property Right" means any right, whether registered or unregistered, that is or may be granted or recognized under statutes or regulations of any jurisdiction regarding any intellectual property, including without limitation, (a) patents (including, in the United States, design patents), (b)

copyrights (including, in Canada, neighbouring rights and moral rights), (c) trade-marks, trade names, service marks, (d) industrial designs (in Canada); and (e) trade secrets, including, without limitation, know-how and confidential information protectable under trade secret law, rights recognized by common or civil law principles, and rights in any application for any of the foregoing.

"Peripherals" means device and peripheral that can connect to Your Device either through wired or wireless connection, including but is not limited to, printer, digital camera, or digital music player.

"Software" means any software product and tools (which may include but are not limited to virus protection, spyware protection, web threat protection, firewall enhancement, privacy controls, Wi-Fi protection, proactive protection, pc cleaner, secure erase, web reputation, parental control, anti-spam, security advisor, back-up, the service point dashboard and other related software, products and tools that enables or facilitates the fulfillment, operation and/or provision of End User Services, and the marketing of Company services, to You, in each case which may include third party software) provided to You by MONKEY JABBER and/or Company, including any documentation, Updates and Upgrades that may be provided to You at MONKEY JABBER and/or Company's discretion.

"Update" means, bug fixes, workarounds, patches, new definition files, maintenance updates, or other updates in respect of the Software.

"Upgrade" means in relation to the Software, a major change, new version or release that features at least one major functionality changes, improvements or new features to the relevant computer code, software, service or application so as to have, in reference to products, the resulting product considered a new release.

Whenever used in this agreement, the terms **"including"** or **"includes"** mean "including (or includes) without limitation".