

**MOBILIZE.NET CORPORATION**  
**SOFTWARE LICENSE AGREEMENT**

This is a legal agreement ("Agreement") between you (either an individual or an entity) as the end user ("Licensee") and Mobilize.Net ("**Mobilize**") entered into as of today ("**Effective Date**"). BY INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE AND RELATED DOCUMENTATION IDENTIFIED BELOW ("**PRODUCT**"), YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL, COPY OR USE THE SOFTWARE.

The parties agree as follows:

**1. DEFINITIONS**

1.1 "**Mobilize Software**" means the Mobilize software product identified in **Exhibit A** in executable object code form.

1.2 "**Documentation**" means Mobilize-provided user documentation, in all forms, relating to the Mobilize Software (e.g., user manuals, on-line help files).

1.3 "**Scope Limitations**" means a limitation on the scope of the licenses granted to Licensee under this Agreement that is specified in **Exhibit A**.

1.4 "**Unauthorized Use**" means any use, reproduction, distribution, disclosure, possession, examination, or other activity involving any part of the Mobilize Software or Documentation that is not expressly authorized under this Agreement.

**2. USE OF THE MOBILIZE SOFTWARE**

2.1 Use of the Mobilize Software. Subject to the terms and conditions of this Agreement, Mobilize grants to Licensee a limited, worldwide, non-exclusive, non-transferable (except as permitted in Section 11.2) license, without right to sublicense, to reproduce, install, and use licensed copies of the Mobilize Software solely for the purpose of migrating, modernizing, or transforming the particular Licensee's application(s) with corresponding maximum lines of code specified in Exhibit A for which the Mobilize Software was licensed, during the term of this Agreement. Licensee's right to use the Mobilize Software is subject to each Scope Limitation and contingent upon Licensee's compliance with each Scope Limitation.

2.2 Use of the Documentation. Subject to the terms and conditions of this Agreement, Mobilize grants to Licensee a limited, worldwide, non-exclusive, non-transferable (except as permitted in Section 11.2) license, without right of sublicense, during the term of this Agreement to reproduce, without modification, and internally use a reasonable number of copies of the Documentation solely in connection with its internal use of the Mobilize Software in accordance with the terms of this Agreement.

2.3 License Key. The Mobilize Software contains a feature that is used to automatically disable the Mobilize Software to ensure that Licensee does not use the Mobilize Software longer than the term of, or beyond the scope of, Licensee's license to use the Mobilize Software. Licensee acknowledges that upon the expiration of Licensee's license to you the Mobilize Software, and if Mobilize has not issued you a new license key, the Mobilize Software may cease to function in some or all respects, and Licensee may lose access to data made with or stored using the Mobilize Software. Licensee acknowledges that the disabling of the Mobilize Software is a key feature of the license rights and responsibilities conveyed under this Agreement.

2.4 Privacy Statement. The Mobilize Software may collect usage data to help improve its products, and verify compliance with license terms to reduce piracy. This includes but is not limited to software activations, exception information, features used, as well as the serial number of the product and information relating to support or service issues, and file and project names and sizes to validate license compliance. Mobilize may collect such information as Licensee uses the tool or periodically when internet connections are available, or store and retrieve it in the event of an audit as allowed under this license. Mobilize will not collect or transmit any of Licensee's application source code or any other personal or proprietary information except as provided herein for these sole purposes.

2.5 Reservation of Rights. The Mobilize Software and Documentation are licensed, not sold, by Mobilize to Licensee, and nothing in this Agreement will be interpreted or construed as a sale or purchase of the Mobilize Software or Documentation. Licensee will not have any rights in or to the Mobilize Software or Documentation except as expressly granted in this Agreement. Mobilize reserves to itself all rights to the Mobilize Software and Documentation not expressly granted to Licensee in accordance with this Agreement. Mobilize retains all intellectual property rights in and to the Mobilize Software and Documentation. Licensee acknowledges that the Mobilize Software and Documentation, all copies of the Mobilize Software and Documentation, and any know-how and trade secrets related to the Mobilize Software or Documentation are the sole and exclusive property of Mobilize and contain Mobilize's confidential and proprietary materials. Licensee retains all rights to its application source code and any migrations or transformations thereof. Licensee hereby irrevocably assigns Mobilize all right, title, and interest in and to all authorized and unauthorized customizations or derivative works of the Mobilize Software or Documentation created by Mobilize, Licensee, or a combination thereof.

2.6 Trial License Key Rights Exclusion: If Licensee is using a Trial License Key, the output of the Mobilize Software (the generated code) cannot be distributed to end users or deployed into production environments. Trial License generated code is licensed for strictly for evaluation purposes in testing environments, and must be destroyed upon completion of the evaluation or expiration or revocation of the license, whichever comes first.

**3. LICENSEE OBLIGATIONS**

3.1 General Restrictions. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Licensee will not, and will not permit or authorize third parties to: (i) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of the Mobilize Software; (ii) rent, lease, or sublicense the Mobilize Software or Documentation; (iii) use the Mobilize Software on a service bureau or application service provider basis; (iv) provide, divulge, disclose, make available to, or permit the use of the Mobilize Software by any third party; (v) circumvent or disable

any technological or security features or measures in the Mobilize Software, including, without limitation, to attempt to discern the source code for the Mobilize Software.

3.2 Proprietary Rights Notices. Licensee will neither alter nor remove any copyright notice or other proprietary rights notices that may appear on the Mobilize Software or Documentation.

3.3 Compliance with Laws. Licensee will use the Mobilize Software and Documentation in compliance with all applicable laws and regulations, and refrain from any unethical conduct or any other conduct that tends to damage the reputation of Mobilize.

3.4 Export. The Mobilize Software may be subject to United States export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Licensee must comply strictly with all such regulations that are now or later in effect and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import the Mobilize Software or Documentation.

3.5 No Warranties. Licensee will not make or publish any representations, warranties, or guarantees on behalf of Mobilize concerning the Mobilize Software or Documentation without Mobilize's specific prior written approval.

3.6 Protection against Unauthorized Use. Licensee acknowledges that the Mobilize Software and any other materials furnished to Licensee by Mobilize involve valuable proprietary rights of Mobilize. Licensee will take appropriate steps and precautions to protect the Mobilize Software. Without limiting the generality of the foregoing, Licensee will use its best efforts to prevent any Unauthorized Use and immediately notify Mobilize in writing of any Unauthorized Use that comes to Licensee's attention. In the event of any Unauthorized Use by anyone who obtained access to the Mobilize Software directly or indirectly through Licensee or any of its employees, agents, representatives, or contractors, Licensee will take all steps reasonably necessary to terminate such Unauthorized Use and to retrieve any copy of the applicable Mobilize Software in the possession or control of the person or entity engaging in such Unauthorized Use. Licensee will provide to Mobilize such cooperation and assistance related to any such Unauthorized Use as Mobilize may reasonably request.

#### 4. MOBILIZE SERVICES

4.1 Delivery. Mobilize has delivered, or will deliver within a reasonable time after Effective Date, one copy of the Licensed Software, associated license file(s), and Documentation to Licensee.

4.2 Deployment Services. Licensee is solely responsible for deploying the Mobilize Software for operation (i.e., installation, configuration, testing, etc.) unless Licensee has contracted to have Mobilize perform specific deployment services in accordance with the terms of Mobilize's standard service agreement.

4.3 Technical Support Services. For so long as Licensee is current with its payment of the fees specified in **Exhibit A**, Licensee is entitled to receive the Technical Support Services specified in **Exhibit A** during the Initial Term of this Agreement. All other professional or technical services will be specified in a separate services agreement and statement of work.

#### 5. FEES AND PAYMENT

##### 5.1 Fees and Payment Terms

(i) Licensee will pay Mobilize the fees specified in **Exhibit A** and any other amounts owing under this Agreement, plus any applicable sales, use, excise, or other taxes. Unless otherwise specified in **Exhibit A**, Licensee will pay all amounts due within 30 days of the date of the applicable invoice.

(ii) Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Licensee will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Mobilize to collect any amount that is not paid when due. Amounts due from Licensee under this Agreement may not be withheld or offset by Licensee against amounts due to Licensee for any reason. All amounts payable under this Agreement are denominated in United States dollars, and Licensee will pay all such amounts in United States dollars.

5.2 Taxes. Other than federal and state net income taxes imposed on Mobilize by the United States, Licensee will bear all taxes, duties, and other governmental charges (collectively, "taxes") resulting from this Agreement. Licensee will pay any additional taxes as are necessary to ensure that the net amounts received by Mobilize after all such taxes are paid are equal to the amounts that Mobilize would have been entitled to in accordance with this Agreement as if the taxes did not exist.

5.3 Audit. During the term of this Agreement and for three years thereafter, Licensee will keep current, complete, and accurate records regarding the reproduction, distribution, and use of Mobilize Software. Licensee will provide such information to Mobilize and certify that it has paid all fees required under this Agreement within five business days of any written request, so long as no more than two requests are made each year. Licensee will, after reasonable prior notice from Mobilize, provide Mobilize reasonable access to Licensee's premises, records, and personnel so that Mobilize may audit and confirm that Licensee complies with this Agreement. If an audit reveals any reproduction, use, or distribution of the Mobilize Software that is not compliant with this Agreement, Licensee will promptly comply with this Agreement and purchase additional licenses as necessary to cover the actual discovered usage, plus interest at the rate specified in Section 5.1(ii). If the audit reveals that the cost of additional licenses to come into compliance cost five percent (5%) or more than the Fees specified in Exhibit A, Licensee will promptly reimburse Mobilize for its reasonable costs of conducting such audit.

#### 6. TERM AND TERMINATION

6.1 Term. This Agreement will commence upon the Effective Date and continue for the initial term specified in **Exhibit A** unless this Agreement is terminated earlier in accordance with the terms of this Agreement. This Agreement will automatically renew for additional successive one-year terms unless at least 60 days before the end of the then-current term either party provides written notice to the other party that it does not want to renew.

6.2 Termination for Nonpayment. Mobilize may, without limitation to any of its other rights or remedies, terminate this Agreement immediately if Licensee fails to timely pay any fees specified in **Exhibit A** or any other amounts owing under this

Agreement, including failure to pay the Annual License Fee.

6.3 Termination for Material Breach. Without limiting Section 6.2, either party may terminate this Agreement if the other party does not cure its material breach of this Agreement within 30 days of receiving written notice of the material breach from the non-breaching party and such termination will take effect when the breaching party receives written notice of termination from the non-breaching party

6.4 Post-Termination Obligations. If this Agreement is terminated for any reason, (i) Licensee will pay to Mobilize any fees, or other amounts that have accrued prior to the effective date of the termination, (ii) any and all liabilities accrued prior to the effective date of the termination will survive, and (iii) Licensee will provide Mobilize with a written certification signed by an authorized representative certifying that Licensee has destroyed all copies of the Mobilize Software and Documentation and that all use of the Mobilize Software and Documentation by Licensee has been discontinued.

## **7. WARRANTIES AND DISCLAIMER**

7.1 Mutual Warranties. Each party represents and warrants to the other that: (i) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; (ii) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement; and (iii) the execution, delivery, and performance of this Agreement does not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

7.2 Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 7, MOBILIZE MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. MOBILIZE EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. MOBILIZE DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE MOBILIZE SOFTWARE OR AGAINST INFRINGEMENT. MOBILIZE DOES NOT WARRANT THAT THE MOBILIZE SOFTWARE IS ERROR-FREE OR THAT OPERATION OF THE MOBILIZE SOFTWARE WILL BE SECURE OR UNINTERRUPTED. MOBILIZE EXERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE LICENSEE'S USE OF THE MOBILIZE SOFTWARE. LICENSEE WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF MOBILIZE TO ANY THIRD PARTY.

## **8. INTELLECTUAL PROPERTY INFRINGEMENT**

8.1 Infringement Defense. Mobilize will defend Licensee and its employees, directors, agents, and representatives ("Licensee Indemnified Parties") from any actual or threatened third party claim that the Mobilize Software infringes or misappropriates any copyright or trade secret of any third party during the term of this Agreement if: (i) the applicable Licensee Indemnified Party gives Mobilize prompt written notice of the claim; (ii) Mobilize has full and complete control over the defense and settlement of the claim; (iii) the applicable Licensee Indemnified Party provides assistance in connection with the defense and settlement of the claim as Mobilize may reasonably request; and (iv) the applicable Licensee Indemnified Party complies with any settlement or court order made in connection with the claim (e.g., relating to the future use of any infringing materials).

8.2 Infringement Indemnification. Mobilize will indemnify each of the Licensee Indemnified Parties against (i) all damages, costs, and attorneys' fees finally awarded against any of them in any proceeding under Section 8.1; (ii) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by any of them in connection with the defense of such proceeding (other than attorneys' fees and costs incurred without Mobilize's consent after Mobilize has accepted defense of such claim); and (iii) if any proceeding arising under Section 8.1 is settled, all amounts paid to any third party agreed to by Mobilize in settlement of any such claims.

8.3 Exclusions. Mobilize will have no obligation under this Section 8 for any infringement to the extent that it arises out of or is based upon (i) the combination, operation, or use of the Mobilize Software if such infringement would have been avoided but for such combination, operation, or use; (ii) designs, requirements, or specifications for the Mobilize Software required by or provided by Licensee, if the alleged infringement would not have occurred but for such designs, requirements, or specifications; (iii) use of the Mobilize Software outside of the scope of the license granted to the Licensee; (iv) Licensee's failure to use the latest release of the Mobilize Software or to comply with instructions provided by Mobilize, if the alleged infringement would not have occurred but for such failure; (v) any modification of the Mobilize Software not made by Mobilize where such infringement would not have occurred absent such modification; or (vi) Unauthorized Use of the Mobilize Software. Licensee will reimburse Mobilize for any costs or damages that result from these actions.

8.4 Exclusive Remedy. This Section 8 states Mobilize's sole and exclusive liability, and Licensee's sole and exclusive remedy, for the actual or alleged infringement of any third party intellectual property right by the Mobilize Software.

## **9. LICENSEE INDEMNIFICATION**

9.1 Defense. Licensee will defend Mobilize from any actual or threatened third party claim arising out of or based upon the Licensee's use of the Mobilize Software, a third party's use of the Mobilize Software, or Licensee's breach of any of the provisions of this Agreement. Mobilize will: (i) give Licensee prompt written notice of the claim; (ii) grant Licensee full and complete control over the defense and settlement of the claim; (iii) assist Licensee with the defense and settlement of the claim as Licensee may reasonably request and at Licensee's expense; and (iv) comply with any settlement or court order made in connection with the claim.

9.2 Indemnification. Licensee will indemnify Mobilize against: (i) all damages, costs, and attorneys' fees finally awarded against Mobilize in any proceeding under Section 9.1; (ii) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by Mobilize in connection with the defense of such proceeding (other than attorneys' fees and costs incurred without Licensee's consent after Licensee has accepted defense of such claim); and (iii) if any proceeding arising under Section 9.1 is settled, Licensee will pay any amounts to any third party agreed to by Licensee in settlement of any such claims.

## **10. LIMITATIONS OF LIABILITY**

10.1 Disclaimer of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, MOBILIZE WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO LICENSEE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION

CONTEMPLATED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF MOBILIZE IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

10.2 Cap on Liability. UNDER NO CIRCUMSTANCES WILL MOBILIZE'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY OR IP INFRINGEMENT CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY LICENSEE TO MOBILIZE UNDER THIS AGREEMENT WITHIN 12 MONTHS OF THE DATE UPON A CLAIM IS ASSERTED BY LICENSEE AGAINST MOBILIZE.

10.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY MOBILIZE TO LICENSEE AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 10 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

## 11. GENERAL

11.1 Relationship. Mobilize will be and act as an independent contractor (and not as the agent or representative of Licensee) in the performance of this Agreement.

11.2 Assignability. Neither party may assign its right, duties, and obligations under this Agreement without the other party's prior written consent, which consent will not be unreasonably withheld or delayed, except that a party may assign this Agreement without the other party's consent to a successor (including a successor by way of merger, acquisition, sale of assets, or operation of law) if the successor agrees in writing to assume and fulfill all of the assigning party's obligations under this Agreement.

11.3 Subcontractors. Mobilize may utilize a subcontractor or other third party to perform its duties under this Agreement so long as Mobilize remains responsible for all of its obligations under this Agreement.

11.4 Nonsolicitation. During the term of this Agreement and for a period of one year thereafter, Licensee will not, directly or indirectly, employ or solicit the employment or services of a Mobilize employee or independent contractor without the prior written consent of Mobilize.

11.5 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set forth on the signature page of this Agreement and with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section. Notices are deemed given two business days following the date of mailing or one business day following delivery to a courier.

11.6 Force Majeure. Mobilize will not be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond Mobilize's reasonable control, so long as Mobilize uses all commercially reasonable efforts to avoid or remove such causes of non-performance.

11.7 Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Washington, U.S.A., without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in King County, Washington, in connection with any action arising out of or in connection with this Agreement.

11.8 Waiver. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

11.9 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of the Mobilize Software under this Agreement is found to be illegal, unenforceable, or invalid, Licensee's right to use the Mobilize Software will immediately terminate.

11.10 Counterparts. This Agreement may be executed in any number of identical counterparts, notwithstanding that the parties have not signed the same counterpart, with the same effect as if the parties had signed the same document. All counterparts will be construed as and constitute the same agreement. This Agreement may also be executed and delivered by facsimile and such execution and delivery will have the same force and effect of an original document with original signatures.

11.11 Entire Agreement. This Agreement, including all exhibits, is the final and complete expression of the agreement between these parties regarding the licensing of the Mobilize Software. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement, except that this Agreement does not supersede any prior nondisclosure or comparable agreement between the parties executed prior to this Agreement being executed, nor does it affect the validity of any agreements between the parties for services relating to the Mobilize Software that Mobilize may provide. No employee, agent, or other representative of Mobilize has any authority to bind Mobilize with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in this Agreement. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. This Agreement may be changed only by a written agreement signed by an authorized agent of the party against whom enforcement is sought. Mobilize will not be bound by, and specifically

objects to, any term, condition or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Licensee in any receipt, acceptance, confirmation, correspondence, or otherwise, unless Mobilize specifically agrees to such provision in a writing signed by an authorized agent of Mobilize.

## EXHIBIT A

### **MOBILIZE SOFTWARE, SCOPE LIMITATIONS, AND FEES**

1. **Mobilize Software.** Mobilize Software means Visual Basic Upgrade Companion (VBUC) 8.0
2. **Initial Term.** The initial term of this Agreement will be for the period specified in the corresponding License Key file (VBUC.lic) commencing on the Effective Date.
3. **Scope Limitations.** Licensee hereby agrees that the Mobilize Software will be used for the sole purpose of migrating, modernizing, or transforming Licensee's specific set of source code of a specific size (measured in lines of code) determined at the time of purchase and described in the VBUC.lic file that is generated on a per customer per application set and that is required for the Product to operate properly. You can run the Product to convert the SAME set of source code multiple times but a new license is required for a different set of source code.
4. **Fees.**
  - (a) **Initial Term License and Support Fee.** Licensee will pay Mobilize the corresponding amount based on Mobilize Price List valid on the Effective Date.
  - (b) **Annual License Maintenance and Renewal Fee.** Licensee will pay Mobilize an Annual License Maintenance and Renewal fee ("**License Maintenance and Renewal Fee**") of 20% of Initial Term License and Support Fee unless licensee sends written notice to cancel the license at least 30 days prior to the end of the Initial Term of this Agreement. Payment prior to the end of the then-current term is required to enable uninterrupted use of the Mobilize Software.
  - (c) **Yearly Adjustment of Annual License Fee.** Mobilize may, at its discretion, review and adjust the amount of the Annual License Fee on a yearly basis, based on the anniversary of the date of this Agreement.