

Bluegiga Solution Manager Hosted Service Subscription Agreement

BSM.BLUEGIGA.COM TERMS OF USE:

BY ORDERING OR EVALUATING, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF BSM.BLUEGIGA.COM'S ONLINE SERVICE (COLLECTIVELY, THE "SERVICE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MAY NOT USE THE SERVICE.

1. BRIEF

As part of the Service, BSM.BLUEGIGA.COM will provide you with use of the Service, including a browser interface for Buegiga Solution Manager. Your registration for, or use of, the Service shall be deemed to be your agreement to abide by this Agreement including any materials available on the BSM.BLUEGIGA.COM or WWW.BLUEGIGA.COM website incorporated by reference herein. For reference, a Definitions section is included at the end of this Agreement.

In addition, we offer a 30-day free trial with no further obligation.

2. License Grant & Restrictions

BSM.BLUEGIGA.COM hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your business purposes related of the management of Bluegiga Access Servers, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by BLUEGIGA and its licensors.

You are also granted to modify or localize the BSM.BLUEGIBGA.COM User Interface for using the APIs. You may use the Service only for your business purposes for managing Bluegiga Access Servers and shall not: (i) send spam in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

User Admin (administrator) or Access Server Client licenses cannot be shared or used by more than one individual User or one individual Access Server, but may be reassigned from time to time to new Users and Access Servers that are replacing the former.

You shall not (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features,

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functions or graphics of the Service, or (d) use the Service for managing other hardware than Bluegiga. You may not access and use the Service if you are a direct competitor of Bluegiga Technologies, except with BSM.BLUEGIGA.COM'S prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

3. Your Responsibilities

You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify BLUEGIGA immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to BLUEGIGA immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; and (iii) not impersonate another BSM.BLUEGIGA.COM user or provide false identity information to gain access to or use the Service.

4. Account Information and Data

BSM.BLUEGIGA.COM does not own any data, information or material that you submit to the Service in the course of using the Service ("Customer Data"). You, not Bluegiga Technologies, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and BLUEGIGA shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated (other than by reason of your breach), BLUEGIGA will make available to you a file of the Customer Data within 60 days of termination if you so request at the time of termination. BLUEGIGA reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Customer Data immediately ceases, and BLUEGIGA shall have no obligation to maintain or forward any Customer Data.

5. Intellectual Property Ownership

BLUEGIGA alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the BSM.BLUEGIGA.COM Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the BSM.BLUEGIGA.COM Technology or the Intellectual Property Rights owned by Bluegiga Technologies. The BSM.BLUEGIGA.COM name, the BSM.BLUEGIGA.COM logo, and the product names associated with the Service are trademarks of BSM.BLUEGIGA.COM or third parties, and no right or license is granted to use them.

6. Third Party Interactions

During use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. BLUEGIGA and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. BLUEGIGA does not endorse any sites on the Internet that are linked through the Service. BSM.BLUEGIGA.COM provides these links to you only as a matter of convenience, and in no event shall BSM.BLUEGIGA.COM or its licensors be responsible for any content, products, or other materials on or available from such sites. BSM.BLUEGIGA.COM provides the Service to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

7. Charges and Payment of Fees

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. The initial charges will be equal to the current number of total Access Server Client Licenses requested times the license fee currently in effect. Payments may be made monthly, or as otherwise mutually agreed upon. All payment obligations are noncancelable and all amounts paid are nonrefundable. You are responsible for paying for all Admin User licenses and Access Server Client Licenses ordered for the entire License Term, whether or not such User licenses are actively used. You must provide to BLUEGIGA with valid credit card or approved purchase order information as a condition to signing up for the Service. An authorized License Administrator may add licenses by contacting sales@bluegiga.com. Added licenses will be subject to the following: (i) added licenses will be coterminous with the preexisting License Term (either Initial Term or renewal term); (ii) the license fee for the added licenses will be the then current, generally applicable license fee; and (iii) licenses added in the middle of a billing month will be charged in full for that billing month. BLUEGIGA reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by e-mail. All pricing terms are confidential, and you agree not to disclose them to any third party.

8. Excess Data Storage Fees

The maximum disk storage space provided to you at no additional charge is (i) 500 MB per Admin license. If the amount of disk storage required exceeds these limits, you will be charged the then-current storage fees.

9. Billing and Renewal

BLUEGIGA charges and collects in advance for use of the Service. BLUEGIGA will automatically renew and bill your credit card or issue an invoice to you. The renewal charge will be equal to the then-current number of total User licenses and Access Server

Client Licenses times the license fee in effect during the prior term, unless BSM.BLUEGIGA.COM has given you at least 30 days prior written notice of a fee increase, which shall be effective upon renewal and thereafter. Fees for other services will be charged on an as-quoted basis. BSM.BLUEGIGA.COM'S fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.

You agree to provide BSM.BLUEGIGA.COM with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and Administrator. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, BSM.BLUEGIGA.COM reserves the right to terminate your access to the Service in addition to any other legal remedies.

If you believe your bill is incorrect, you must contact us in writing within 60 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment.

10. Non-Payment and Suspension

In addition to any other rights granted to BSM.BLUEGIGA.COM herein, BLUEGIGA reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 1.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for User licenses during any period of suspension. If you or BSM.BLUEGIGA.COM initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above. You agree that BSM.BLUEGIGA.COM may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

BLUEGIGA reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that BLUEGIGA has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent.

11. Termination upon Expiration/Reduction in Number of Licenses

This Agreement commences on the Effective Date. The Initial term is six months. Upon the expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term. Either party may terminate this Agreement or reduce the number of licenses, effective only upon the expiration of the then current License Term, by notifying the other party in writing at least five (14) business days prior to the date of the invoice for the following term. In the case of free trials, notifications are not provided through the Service. In the event this Agreement is

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terminated (other than by reason of your breach), BSM.BLUEGIGA.COM will make available to you a file of the Customer Data within 60 days of termination if you so request at the time of termination. You agree and acknowledge that BSM.BLUEGIGA.COM has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

12. Termination for Cause

Any breach of your payment obligations or unauthorized use of the BSM.BLUEGIGA.COM Technology or Service will be deemed a material breach of this Agreement. Bluegiga Technologies, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. In addition, BSM.BLUEGIGA.COM may terminate a free account at any time in its sole discretion. You agree and acknowledge that BSM.BLUEGIGA.COM has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 60 days of notice of such breach.

13. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. BSM.BLUEGIGA.COM represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online BSM.BLUEGIGA.COM. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

14. Indemnification

You shall indemnify and hold Bluegiga Technologies, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you or your Users of this Agreement, provided in any such case that BLUEGIGA (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release BSM.BLUEGIGA.COM of all liability and such settlement does not affect BLUEGIGA.COM'S business or Service); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

15. Disclaimer of Warranties

BSM.BLUEGIGA.COM, BLUEGIGA AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY,

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TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. BSM.BLUEGIGA.COM AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY BSM.BLUEGIGA.COM AND ITS LICENSORS.

16. Internet or any other Network Delays

BSM.BLUEGIGA.COM'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT OR CELLPHONE NETWORK IN THE USE OF THE NETWORK CONNECTION AND ELECTRONIC COMMUNICATIONS. BLUEGIGA IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

17. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING

SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. Local Laws and Export Control

This BSM.BLUEGIGA.COM provides services and uses software and technology that may be subject to European Union or United States export controls. The user of BSM.BLUEGIGA.COM ("User") acknowledges and agrees that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the European union and/or United States maintains an embargo (collectively, "Embargoed Countries"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all European Union and/or United States export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

BSM.BLUEGIGA.COM AND the managed Access Servers may use encryption technology that is subject to licensing requirements under the European Union and/or U.S. Export Administration Regulations.

BSM.BLUEGIGA.COM and its licensors make no representation that the Service is appropriate or available for use in other locations. If you use the Service and manage Bluegiga Access Servers from and to outside the European Union, United States of America, Switzerland, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries.

19. Modification to Terms

BSM.BLUEGIGA.COM reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

20. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of BSM.BLUEGIGA.COM but may be assigned without your consent by BSM.BLUEGIGA.COM to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of BLUEGIGA directly or indirectly owning or controlling 50% or more of you shall entitle BLUEGIGA to terminate this Agreement for cause immediately upon written notice.

21. General

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by

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arbitration under the Rules of the Central Chamber of Commerce, which Rules are deemed to be incorporated by reference to this clause. The number of arbitrators shall be one (1). If the Parties cannot agree on the personality of the arbitrator within fourteen (14) days from the date of delivery of a notice of arbitration to the Other Party, the Central Chamber of Commerce shall nominate the single arbitrator on the request of one of the Parties. The arbitration shall be held in Helsinki, Finland. The language to be used in the arbitral proceedings shall be Finnish unless mutually agreed to be English. The award shall be final, binding and enforceable in any court of competent jurisdiction.

22. Definitions

As used in this Agreement and in any Order Forms now or hereafter associated herewith: "Agreement" means these online terms of use, any Order Forms, whether written or submitted online via the Online, and any materials available on the BLUEGIGA.COM or BSM.BLUEGIGA.COM website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by BLUEGIGA from time to time in its sole discretion; "Content" means the audio and visual information, documents, images, photos, software, products and services contained or made available to you in the course of using the Service; "Customer Data" means any data, information or material provided or submitted by you to the Service in the course of using the Service; "Effective Date" means the earlier of either the date this Agreement is accepted by selecting the "I Accept" option presented on the screen after this Agreement is displayed or the date you begin using the Service; "Initial Term" means the initial period during which you are obligated to pay for the Service equal to the billing frequency selected by you during the ordering process (e.g., if the billing frequency is quarterly, the Initial Term is the first quarter); "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world; "License Administrator(s)" means those Users designated by you who are authorized to purchase licenses or by executing written Order Forms and to create User accounts and otherwise administer your use of the Service; "License Term(s)" means the period(s) during which a specified number of Users are licensed to use the Service pursuant to the Order Form(s); "Order Form(s)" means the form evidencing the initial subscription for the Service and any subsequent order forms submitted online or in written form, specifying, among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail); "Online" means any application sent via Internet that allows the License Administrator designated by you to, among other things, add additional Users to the Service; "Bluegiga" means collectively Bluegiga Technologies, having its principal place of business at Finland, Sinikalliontie 11, Espoo 02631. "BSM.BLUEGIGA.COM Technology" means all of BSM.BLUEGIGA.COM'S proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information)

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made available to you by BLUEGIGA in providing the Service; "Service(s)" means the specific edition of BSM.BLUEGIGA.COM'S Bluegiga Access Server management, or other network management services identified during the ordering process, developed, operated, and maintained by Bluegiga Technology, accessible via BSM.BLUEGIGA.COM or another designated web site or IP address, or ancillary online or offline products and services provided to you by Bluegiga Technologies, to which you are being granted access under this Agreement, including the Bluegiga Technology the Content; "User(s)" means your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by you (or by BSM.BLUEGIGA.COM at your request).

Questions or Additional Information:

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to sales@bluegiga.com

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