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# ***APPENDIX P***

## **Mobile Iron, Inc. End User License Agreement**

(U.S.A. EULA)

This End User Agreement (“Agreement”) is made as of \_\_\_\_\_, 201\_ (“Effective Date”) between Mobile Iron, Inc., a Delaware corporation having a place of business at 415 East Middlefield Road, Mountain View, CA 94043 and any successor in interest or assignee (“MobileIron”), and the Customer indicated on the signature lines of this Agreement (“Customer”).

### **CUSTOMER AND MOBILEIRON AGREE AS FOLLOWS:**

1. **Certain Definitions.** For purposes of this Agreement:

“**Authorized Reseller**” shall mean any authorized reseller of MobileIron Software who validly sells Customer a license to the Software subject to the terms and conditions of this Agreement.

“**Customer Affiliates**” shall mean any entity Controlling, Controlled by or under common Control with Customer.

“**Control**” and its grammatical variants means (i) a general partnership interest in a partnership, (ii) the beneficial ownership of a majority of the outstanding equity entitled to vote for directors, or (iii) the power to direct or cause the direction of the management and policies of such entity whether by contract or otherwise.

“**Customer Representatives**” shall mean Customer Affiliates, and any employee or contractor of Customer or Customer Affiliates to whom Customer or Customer Affiliates

provides a copy of the Software (or any component thereof) for use on behalf of and for the benefit of the Customer (and/or Customer Affiliates) and for Customer's (and/or the Customer Affiliates') internal business purposes, subject to all the terms and conditions of this Agreement.

**“Documentation”** means the written and/or electronic end user or technical documentation pertaining to the Software that is provided by MobileIron to Customer together with the delivery of the Software.

**“Product Schedule”** shall mean one or more of the following applicable documents which further define the software and/or hardware products and services licensed or sold (as applicable) to Customer and the licensing parameters, including the Licensed Device Count, License Term, and pricing and payment terms relating to the provision of Software, MobileIron Hardware (if any), Support and Maintenance and/or other services: (a) a product schedule separately executed by the parties which references this Agreement or (b) a MobileIron Invoice or any other ordering documents mutually agreed to and approved by the parties setting forth products, services and licenses mutually agreed upon by the parties (in each case of examples (a) or (b), where products, services and licenses are directly purchased from MobileIron) or (c) an Authorized Reseller Invoice setting forth products, services and licenses agreed upon by Customer and the Authorized Reseller or any other ordering documents agreed to between Customer and Authorized Reseller (where products, services and licenses are purchased indirectly, through an Authorized Reseller); Multiple Product Schedules may apply if additional licenses, products, or services are purchased, provided that unless expressly stated otherwise in a mutually agreed upon Product Schedule, the terms specified in a Product Schedule shall be relevant only to the specific products/services listed on the relevant Product Schedule.

“**Licensed Device Count**” shall mean the maximum number of registered devices that Customer may have at anytime that are managed/monitored by the Software licensed hereunder; which maximum number shall be based on the license fees paid by Customer and shall be specified on the Product Schedule. For the avoidance of doubt, registered devices are those devices which have loaded device Software and which have not been retired (meaning unregistered).

“**License Term**” means the term of the license granted with respect to the Software as specified in the relevant Product Schedule; the License Term shall commence upon the delivery of the Software and shall be subject to the termination rights specified herein.

“**Software**” means the object code version of MobileIron’s proprietary computer programs, including any server-side, client-side, virtual machine and/or installer software listed on a Product Schedule, which are delivered to Customer hereunder, and any Documentation, backup copies and Upgrades and/or modifications to any of the forgoing provided to Customer hereunder. For clarity, Software shall also include any evaluation copies or beta copies of MobileIron software provided to Customer under section 3 of this Agreement.

“**Upgrades**” shall mean any updates, upgrades, enhancements, maintenance releases, bug fixes, error corrections, or modified versions of the Software provided to Customer in connection with this Agreement or any Support and Maintenance Services.

“**MobileIron Hardware**” shall mean any MobileIron branded hardware that MobileIron furnishes to Customer directly or to an Authorized Reseller for distribution to Customer.

**2. License.** Subject to the terms and conditions of this Agreement, during the License Term, MobileIron grants to Customer (and any Customer Representatives authorized by Customer to use the Software on behalf of Customer and/or Customer Affiliates in

compliance with the terms of this Agreement), a non-exclusive, non-transferable and non-sublicensable license to use the object code form of the Software identified on the Product Schedule solely for Customer's and/or Customer Affiliates internal business purposes, and solely in accordance with the relevant Documentation. Customer shall not and shall not permit any Customer Representatives to use the Software in excess of or beyond the feature set(s), License Term, Licensed Device Count, server counts, site(s), and/or other restrictions/limitations described in this Agreement (including the applicable Product Schedule). Customer may also maintain a reasonable number of copies of the Software on its systems for backup and recovery purposes.

### **3. Evaluation or Beta License and Terms Specific to Evaluation Copies of Software.**

For any evaluation or beta copies of other MobileIron Software provided to Customer after the Effective Date under the terms of this Agreement, the following shall apply (notwithstanding any contrary term specified in any other sections of this Agreement): (A) the license for evaluation or beta copies Software is limited to the evaluation term permitted by MobileIron (or its Authorized Reseller) and only for the limited purpose of evaluating the Software and establishing Customer's desire to purchase licenses to Software; and (B) the evaluation and beta copies of the Software are provided "As Is" without any warranty of any kind; and (C) Customer shall not be entitled to any Support and Maintenance Services or any Upgrades of the evaluation or beta copies of Software; and (D) MobileIron and/or the Authorized Reseller may terminate the evaluation license with five (5) days written notice to Customer and require Customer to promptly return the evaluation or beta copies of the Software and remove all copies of such Software from its systems.

**4. Restrictions.** Except as otherwise expressly permitted under this Agreement, Customer shall not (and shall not authorize or permit any third party including any Customer Representatives to): (i) copy or use the Software or any portion thereof, except

as expressly authorized by this Agreement; (ii) use the Software on unauthorized equipment or products (i.e. not identified in Documentation); (iii) modify the Software or create derivative works based upon the Software or reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form, except and only to the extent any foregoing restriction is prohibited by applicable law; (iv) use the Software in anyway that is unlawful or in violation in any laws which are applicable to Customer; (v) use or permit the Software to be used to perform services for third parties, whether on a service bureau, SaaS, time sharing basis or otherwise, without the express written authorization of MobileIron; (vi) disclose, provide, or otherwise make available MobileIron Confidential Information regarding the Software in any form to any third party without the prior written consent of MobileIron; (vii) release, publish, and/or otherwise make available to any third party the results of any performance or functional evaluation of the Software without the prior written approval of MobileIron; or (viii) alter or remove any proprietary notices or legends contained on or in the Software. For the avoidance of doubt, all restrictions specified herein with respect to Software apply to all components (including Documentation). Notwithstanding any of the forgoing, to the extent Software includes any open source libraries/components/applications/user interface/utilities (collectively referred to as “Open Source”) and to the extent required by the relevant licensor, such Open Source shall be subject to the relevant Open Source proprietary notices, disclaimers, requirements and/or extended rights which are relevant to the relevant Open Source code (and which will be made available to Customer for review in the copyright notice section of the Software). If the Software makes available cellular tower identification information with associated latitude and longitude location information, Customer agrees that neither it nor its end users will use such latitude and longitude location information to create a latitude/longitude lookup database for cellular towers. There are no implied licenses granted by MobileIron under this Agreement.

**5. Support and Maintenance.** If Customer has paid MobileIron (or an Authorized Reseller) the relevant fees to obtain support and maintenance services directly from MobileIron, then subject to the terms and conditions of this Agreement and the support and maintenance exhibit attached hereto as Exhibit A, MobileIron shall provide the support and maintenance services described in Exhibit A to Customer for the relevant Maintenance Term for which fees have been received by MobileIron. *For Customers located outside of North America who have purchased support and maintenance services from an Authorized Reseller, for delivery by such Authorized Reseller (or its agents) and not MobileIron, Customer should contact the Authorized Reseller for terms of support and maintenance services.*

**6. Tracking; Device Count Increases; Reporting; Invoice.** At anytime during the License Term, if Customer learns that the number of registered devices managed/monitored by the Software (“**Actual Device Count**”) exceeds the relevant Licensed Device Count or if Customer wishes to increase the Licensed Device Count, then MobileIron (or the Authorized Reseller) shall invoice Customer the incremental license fees and any associated support and maintenance fees due, and after the relevant payment has been received, the Licensed Device Count shall be amended to reflect this change. During the License Term, Customer shall track the number of registered devices which are managed/monitored by the Software, and within thirty (30) days of MobileIron’s or its Authorized Reseller’s written request, Customer will provide MobileIron or its Authorized Reseller (as relevant) a report, which report shall identify: (i) the total number of active devices onto which the device Software is downloaded as of such date, i.e. the Actual Device Count; and (ii) the number of servers onto which the server Software is downloaded. In order to verify compliance with this Agreement or to verify the report provided hereunder, upon written request to Customer, which request shall not be made more than once per quarter. Customer shall provide MobileIron access to the relevant device inventory data showing the number and type of registered devices

and administrative usage logs generated by the Software. MobileIron and/or its Authorized Resellers may invoice Customer if it learns of any shortfalls, i.e. that the Licensed Device Count is below the Actual Device Count. Unless otherwise mutually agreed in writing, the fees charged to Customer for the additional licenses, device counts and services will be based on MobileIron's then-current GSA price list.

**7. Indemnity.** Subject to the terms herein, MobileIron, at its own expense, shall indemnify, defend, and hold harmless Customer, Customer Representatives, and their respective officers and employees ("Customer Indemnitee(s)") from any and all costs, expenses, losses, damages, and settlement amounts paid to settle any third party claims that the Software infringes or violates any third party intellectual property right, provided that Customer Indemnitee(s): (a) gives MobileIron prompt written notice of any such claim; (b) permits MobileIron to control and direct the defense or settlement of any such claim to the extent permitted by 28 U.S.C. 516, provided MobileIron will not settle any claim which settlement terms requires Customer to admit liability or pay a fee which is not covered by this indemnity without Customer's prior written consent; and (c) provides MobileIron all reasonable assistance in connection with the defense or settlement of any such claim, at MobileIron's cost and expense. Customer may participate in the defense and settlement at Customer's sole expense. If such a claim occurs, or in MobileIron's opinion is reasonably likely to occur, MobileIron, at its expense and at its sole discretion, may, in addition to its indemnification obligations hereunder: (i) procure the right to allow Customer to continue to use the Software, or (ii) modify or replace the Software or infringing portions thereof to become non-infringing, or (iii) if neither (i) nor (ii) is commercially feasible, terminate Customer's right to use the affected portion of the Software and refund any license fees paid by Customer corresponding to such Software, pro-rated over a three (3) year period from delivery (unless the License Term is shorter than three years in which case the prorated period shall be equal to the License Term). Notwithstanding the foregoing, MobileIron shall have no obligations under this Section to



the extent any infringement claim is based upon or arises out of: (aa) any modification or alteration to the Software not made by MobileIron or its contractors or authorized by MobileIron; (bb) any combination or use of the Software with products or services not approved by MobileIron in writing; (cc) Customer's continuance of allegedly infringing activity a reasonable period after being notified thereof; (dd) Customer's failure to use Upgrades made available by MobileIron; and/or (ee) use of the Software not in accordance with the applicable Documentation or outside the scope of the license granted under this Agreement. The remedies set forth in this Section constitute Customer's sole and exclusive remedies, and MobileIron's entire liability, with respect to infringement or violation of third party intellectual property rights.

**8. Ownership.** The Software is licensed and not sold. MobileIron and its licensors shall own and retain all right, title, and (except as expressly licensed hereunder) interest in and to the Software and all copies or portions thereof, and any derivative works thereof (by whomever created). All suggestions or feedback provided by Customer or its employees or agents (including Customer Representatives) to MobileIron or its Authorized Resellers with respect to the Software shall be MobileIron's property and deemed Confidential Information of MobileIron, and Customer hereby assigns the same to MobileIron. For clarity, Customer has not obligation to provide any suggestions or feedback regarding the Software.

**9. Software Delivery.** MobileIron's policy is to deliver Software to Customer electronically; For MobileIron's accounting purposes, the Software shall be deemed delivered and the term of the license to Software shall commence on the date the Software is delivered to Customer. Upon written request, Customer shall provide MobileIron a "Delivery Acknowledgement Letter" acknowledging delivery of software in a format reasonably requested by MobileIron.

**10. Term and Termination.** The Software license granted herein shall remain effective until terminated or until the License Term expires, whichever is earlier. This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated or until the License Term for all Software licensed hereunder expires, whichever is earlier. This Agreement may be terminated (a) MobileIron, in accordance with FAR 52.212-4 (l) and (m), upon thirty (30) days written notice, if Customer materially breaches any provision of this Agreement and such breach remains uncured after such thirty (30) day notice period expires and (b) by Customer: (1) upon thirty (30) days written notice, if MobileIron materially breaches any provision of this Agreement and such breach remains uncured after such thirty (30) day notice period expires; or (2) effective immediately, if MobileIron ceases to do business, or otherwise terminates its business operations without a successor; or (3) effective immediately, if MobileIron becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is filed against it and not dismissed within ninety (90) days; Upon termination of this Agreement, Customer shall destroy (or at MobileIron's option, return) all copies of Software in its possession or control. Sections 1, 3, 4, 6, 7, 8, 10, 11, 12, 13, and 14 shall survive any termination or expiration of this Agreement.

**11. Confidentiality.** **"Confidential Information"** means any non-public data, information and other materials regarding the products, software, services, or business of a party (and/or, if either party is bound to protect the confidentiality of any third party's information, of a third party) provided by one party ("Disclosing Party") to the other party ("Receiving Party") where such information is marked or otherwise communicated as being "proprietary" or "confidential" or the like, or where such information should, by its nature, be reasonably considered to be confidential and/or proprietary. The parties agree that, without limiting the foregoing, the Software and any performance data, benchmark results, and technical information relating thereto, the Documentation, MobileIron's pricing

information shall be deemed the Confidential Information of MobileIron. Notwithstanding the foregoing, Confidential Information shall not include information which: (i) is already known to the Receiving Party prior to disclosure by the Disclosing Party; (ii) becomes publicly available without fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorization of the Disclosing Party; (iv) is independently developed or created by the Receiving Party without use of the Disclosing Party's Confidential Information; or (v) is required to be disclosed by law or governmental regulation, provided that the Receiving Party provides reasonable notice to Disclosing Party of such required disclosure and reasonably cooperates with the Disclosing Party in limiting such disclosure. Except as expressly authorized herein, the Receiving Party agrees to: (i) use the Confidential Information of the Disclosing Party only to perform hereunder (including providing the features and services associated with the normal use of the Software) or exercise rights granted to it hereunder; (ii) treat all Confidential Information of the Disclosing Party in the same manner as it treats its own similar proprietary information, but in no case will the degree of care be less than reasonable care; and (iii) disclose the Disclosing Party's Confidential Information only to those employees and contractors of the Receiving Party who have a need to know such information for the purposes of this Agreement, provided that any such employee or contractor shall be subject to obligations of non-use and confidentiality with respect to such Confidential Information at least as restrictive as the terms of this Agreement, and the Receiving Party shall remain liable for any non-compliance of such employee or contractor with the terms of this Agreement.

## **12. Limited Warranty; Disclaimer.**

**Software Warranty.** For a period of ninety (90) days from the date of initial delivery of the Software to Customer, MobileIron warrants that the Software materially conforms to its published specifications described in the relevant end user Documentation supplied by

MobileIron. This limited warranty extends only to the Customer who is the original licensee. Customer's sole and exclusive remedy and the entire liability of MobileIron and its suppliers and licensors under this limited warranty will be, at MobileIron's option, repair or replacement of the Software, or if repair or replacement is not possible, to refund the license and any associated support and maintenance fees paid for the non-conforming Software upon the return and removal of all relevant Software from servers and devices.

**Malicious Code.** MobileIron will use standard industry practices to test the Software delivered or transmitted to Customer hereunder prior to its delivery or transmission for "Malicious Code" and remove any "Malicious Code" it discovers prior to delivery of Software to Customer. Customer will use standard industry practices to test any data or materials (including code) provided or transmitted to MobileIron hereunder (in connection with Support and Maintenance Services or otherwise) and remove any "Malicious Code" it discovers prior to delivery or transmission of such data or materials to MobileIron. "Malicious Code" as used herein shall mean any code which is designed to harm, or otherwise disrupt in any unauthorized manner, the operation of Customer's computer programs or computer systems or destroy or damage Customer data in an unauthorized manner. For clarity, Malicious Code shall not include standard routines in Software which are intended to delete data and are implicit in the standard functionality of the Software, or any standard software bugs or errors handled through support and maintenance, or any license key or other equivalent code which may limit the functionality or scope of the use of the Software to the scope of the license purchased by Customer hereunder.

**Hardware Limited Warranty.** Customer is aware that Software may only be used on equipment containing and meeting the specifications specified by MobileIron in its Documentation and that Customer may purchase such hardware separately through third parties. If Customer has ordered and received MobileIron Hardware from MobileIron or

an Authorized Reseller of MobileIron Hardware, then the warranty and remedies described in Exhibit B shall apply.

**Service Warranty.** For a period of ninety (90) days from the date of delivery of any service by MobileIron to Customer, MobileIron represents and warrants to Customer that such services provided shall be professional, workman like and performed in a manner conforming to generally accepted industry standards and practices for similar services. MobileIron's entire liability and Customer's sole and exclusive remedy for any breach of the preceding warranty will be for MobileIron to re-perform the nonconforming services, provided that MobileIron must have received written notice of the nonconformity from Customer no later than ninety (90) days after the original performance of the services by MobileIron.

**Restrictions.** The express warranties specified above do not apply if the applicable Software, MobileIron Hardware, or any portion thereof: (i) has been altered, except by MobileIron or its' authorized representatives or its contractors; (ii) has not been used, installed, operated, repaired, or maintained in accordance with this Agreement and/or Documentation ; (iii) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; or (iv) is licensed, for beta, evaluation, or testing purposes. Additionally, the warranties set forth herein only apply to the original licensee who provides notice of a warranty claim within the warranty period specified herein and does not apply to any bug, defect or error caused by or attributable to software or hardware not supplied by MobileIron.

**DISCLAIMERS.** EXCEPT FOR THE WARRANTIES EXPRESSLY DESCRIBED HEREIN, THE SOFTWARE, MOBILEIRON SERVICES, AND/OR MOBILEIRON HARDWARE ARE PROVIDED "AS IS", AND MOBILEIRON AND ITS LICENSORS PROVIDE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED WITH REGARD TO THE SAME. EXCEPT AS EXPRESSLY SPECIFIED IN THIS

AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, OR ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY MOBILEIRON, ITS SUPPLIERS AND LICENSORS. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. FURTHER, MOBILEIRON AND ITS LICENSORS DO NOT WARRANT THE RESULTS OF USE OF THE SOFTWARE OR THAT THE SOFTWARE IS BUG/ERROR FREE OR THAT ITS USE WILL BE UNINTERRUPTED. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. IN ADDITION, DUE TO CONTINUAL DEVELOPMENT OF NEW TECHNIQUES FOR INTRUDING UPON/ATTACKING MOBILE DEVICES AND SOFTWARE, MOBILEIRON DOES NOT WARRANT THAT THE SOFTWARE OR ANY EQUIPMENT, SYSTEM, OR NETWORK ON WHICH THE SOFTWARE IS USED WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK. MOBILEIRON DOES NOT WARRANT THAT ANY SERVICES CONNECTING TO THE SOFTWARE PROVIDED BY THIRD PARTIES OR ANY DATA PROVIDED BY SUCH THIRD PARTIES WILL BE FREE FROM ERRORS OR INTERRUPTIONS OF SERVICE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

**13. Limitation of Liabilities.** EXCEPT FOR ANY LIABILITY ARISING UNDER SECTION 2 (LICENSE), SECTION 4 (RESTRICTIONS), SECTION 7 (INDEMNITY), OR SECTION 11 (CONFIDENTIALITY): (a) IN NO EVENT WILL CUSTOMER OR CUSTOMER REPRESENTATIVES OR MOBILEIRON OR MOBILEIRON'S LICENSORS OR SUPPLIERS BE LIABLE TO THE OTHER PARTY FOR ANY LOST REVENUE, PROFIT, OR LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE OR OTHERWISE AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (b) IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY OR MOBILEIRON'S LICENSORS OR SUPPLIERS UNDER THIS AGREEMENT (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE FEES RECEIVED BY MOBILEIRON FROM CUSTOMER FOR THE RELEVANT PRODUCT OR SERVICE (AND IN THE CASE OF CUSTOMER'S LIABILITY EXCEED THE FEES PAID AND DUE TO MOBILEIRON OR ITS AUTHORIZED RESELLER), WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Agreement under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.



**14. General**

a. **Language.** This Agreement, any disputes hereunder, and all services to be provided hereunder by MobileIron to Customer (if any) shall be conducted and provided in the English language.

b. **Third Party Services.** Any third party services accessed through the Software (collectively “Third Party Services”) are made available to Customer subject to Customer having currently purchased Support and Maintenance Services either from an Authorized Reseller or MobileIron; no additional fees shall be due or charged in connection with the provision of such Third Party Services, however Customer’s use and/or access to Third Party Services shall be limited to those uses and access rights permitted by the third party service providers.

c. **Export.** Software and Documentation, including technical data, may be subject to U.S. 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. Customer agrees to comply with all such regulations.

d. **U.S. Government End User Purchasers.** The Software and Documentation qualify as “commercial items,” as that term is defined at Federal Acquisition Regulation (“FAR”) (48 C.F.R.) 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated, Customer may provide to Government end user or, if this Agreement is direct, Government end user will acquire, the Software and Documentation with only those rights set forth in this Agreement. Use of either the Software or Documentation or both constitutes agreement by the Government that the



Software and Documentation are “commercial computer software” and “commercial computer software documentation,” and constitutes acceptance of the rights and restrictions herein.

e. **Choice of Law; Venue.** This Agreement shall be governed by and construed in accordance with the Federal laws of United States, without reference to or application of choice of law rules or principles. Notwithstanding any choice of law provision or otherwise, the Uniform Computer Information Transactions Act (UCITA) and the United Nations Convention on the International Sale of Goods shall not apply. If any portion hereof is found to be invalid, void or unenforceable, such portion shall be enforceable to the maximum extent permissible, and the remaining provisions of the Agreement shall remain in full force and effect.

f. **Data Communications; Aggregated Anonymous Statistical Data.** To the extent any personally identifiable data relevant to Customer or Customer Representatives is obtained by MobileIron or communicated to MobileIron by Customer in connection with this Agreement, MobileIron agrees that it (and/or its contractors) will use or disclose any such personally identifiable data received (if any is ever received) only to implement and deliver the features and services associated with the normal use of the Software and to perform its obligations hereunder. MobileIron (and/or its contractors) may collect aggregated, anonymous, statistical data and information about devices and usage activity provided such data and information does **NOT** contain any information which is identifiable to any individual or Customer (“**Aggregated Anonymous Data**”), and MobileIron (and/or its contractors) may use, store, analyze, and disclose such Aggregate Anonymous Data. For clarity, Aggregate Anonymous Data shall only include aggregated data or information which is specifically NOT identifiable to any individual or to Customer. Customer understands and agrees that such Aggregate Anonymous Data shall be owned by MobileIron.

**g. Entire Agreement; Modifications.** This Agreement includes the terms herein and the attached exhibits and any terms incorporated herein by reference and any related Product Schedule (“Agreement”) and constitutes the entire agreement between the parties with respect to the license of the Software and delivery of support and maintenance services (where relevant) and delivery of MobileIron Hardware (where relevant). Except as expressly provided herein, this Agreement supersedes and cancels all previous written and previous or contemporaneous oral communications, proposals, representations, and agreements relating the subject matter contained herein. This Agreement prevails over any pre-printed terms or other conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by Customer, even if signed and returned. Additionally, with respect to any Software licensed hereunder, this Agreement supersedes and cancels any “click wrap” or “click accept” agreement incorporated into such Software. Except as expressly provided herein, this Agreement may be amended, or any term or condition set forth herein waived, only by a writing executed by both parties.

**h. Illegality.** Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, that provision shall be modified, limited or eliminated to the minimum extent necessary and such declaration shall have no effect on the remaining terms hereof, which shall continue in full force and effect.

**i. Waiver.** The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

**i. Assignment.** This Agreement may not be assigned or transferred without the other party’s prior written consent, provided each party expressly reserves the right to assign this Agreement to a successor in interest of all or substantially all of its business or

assets. Any action or conduct in violation of the foregoing shall be void and without effect. MobileIron may delegate any of its obligations hereunder, provided it shall remain fully liable and responsible for its delegates' actions or inactions in violation of this Agreement. All validly assigned rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of and be enforceable by and against the successors and permitted assigns.

k. **Legal Fees.** The party prevailing in any dispute under this Agreement shall be entitled to its costs and legal fees.

l. **Notice.** Any and all notices or other information to be given by one of the parties to the other shall be deemed sufficiently given when sent by certified mail (receipt requested), or by courier, or by hand delivery to the other party to the address set forth in the signature lines of this Agreement or other such address provided by the parties from time to time. Such notices shall be deemed to have been effective on the first business day following the day of such delivery.

m.

n. **Basis of the Bargain.** Customer acknowledges and agrees that MobileIron has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

**THE PARTIES HERETO have by their duly authorized representatives executed this End User License Agreement.**

MOBILE IRON, INC.

-

\_\_\_\_\_

Customer Formal Company Name

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name (Print) \_\_\_\_\_

Name (Print) \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

415 East Middlefield Road

\_\_\_\_\_

Mountain View, CA 94043

\_\_\_\_\_

Address (principal place of business)

Address (principal place of business)

**Exhibit A****MobileIron Support and Maintenance Agreement**

This MobileIron Support and Maintenance Agreement (“**SMA**”) sets forth the terms and conditions under which MobileIron (or its authorized representative) agrees to provide the “**Support and Maintenance Services**” (as described herein) to Customer for the Software for which support and maintenance services have been purchased (collectively the “**Product**”).

**All capitalized terms used herein shall have the meaning set forth in the Agreement, except as otherwise defined herein.**

**MAINTENANCE TERM AND TERMINATION.**

“**Maintenance Term**” shall be defined as follows: (a) if Customer has purchased a subscription license to Software, then the Maintenance Term for such Software shall be for the duration of the subscription license purchased; or (b) if Customer has purchased Support and Maintenance Services in connection with a perpetual license to Software, then the Maintenance Term for the support of such Software will be twelve (12) months from the delivery of the Software, unless an extended Maintenance Term is purchased, in which case the Maintenance Term will include the extended term identified in the Product Schedule. The Maintenance Term may be renewed by mutual agreement of the parties for additional twelve (12) month periods or any other period mutually agreed to in a Product Schedule (as relevant) (each an additional Maintenance Term), beginning upon the day immediately following the end of the then-current Maintenance Term, provided MobileIron receives payment of the then-current Support and Maintenance Fees required for the renewal term. This SMA shall also terminate: (a) immediately upon termination of the **Agreement** and (b), in accordance with FAR 52.212-4 (l) and (m), upon thirty (30)

days written notice, if Customer materially breaches any provision of this Agreement and such breach remains uncured after such thirty (30) day notice period expires Customer may also terminate this SMA at any time for convenience, provided that if Customer terminates this SMA for convenience, the Support and Maintenance Fee paid is not refundable.

**PAYMENT.** Unless a “Subscription” license is purchased (where the support and maintenance fee is included in the license fee charged), as clearly indicated on the relevant Product Schedule, then payment for the services and rights specified herein (“**Support and Maintenance Fee**”) shall be payable in U.S. dollars and are due within thirty (30) days of Customer’s receipt of MobileIron’s invoice (if purchased directly from MobileIron). The Support and Maintenance Fee is net of all taxes and duties. Customer agrees to pay all applicable taxes and duties due in connection with the Support and Maintenance Services, other than taxes on MobileIron’s net income.

**REINSTATEMENT AFTER TERMINATION.** If there is a lapse in the Maintenance Term, and Customer does not renew this SMA for a period of time, Customer may renew support and maintenance services based on MobileIron’s then-current support and maintenance terms on the GSA Pricelist, subject to payment of then-current Support and Maintenance Fee plus an amount equal to the Support and Maintenance Fees that would have been payable during the period of lapse (as pro-rated for any partial year).

**SUPPORT AND MAINTENANCE SERVICES FOR SOFTWARE.** Subject to the terms of this SMA, during the Maintenance Term, and provided Customer is current on its obligations to pay the Support and Maintenance Fees due, MobileIron will use commercially reasonable efforts to provide Customer the following “**Support and Maintenance Services**”:

**(a) Software Maintenance.** MobileIron will provide the Customer access to all

Upgrades of the Software, to the extent created and generally released to other MobileIron customers who purchase Support and Maintenance Services without any additional charge.

**(b) Telephone, Email and Web Support.** MobileIron agrees to provide Customer access to MobileIron’s customer support personnel via telephone, email, and the web to assist Customer in resolving technical questions regarding the Product and the use of the Product during MobileIron’s normal business hours, currently 6 a.m. to 6 p.m. p.s.t. for standard support. Please refer to <http://support.mobileiron.com> (or such other URL provided by MobileIron from time to time) for specific information concerning telephone and web support business hours.

**(c) Software Error Correction; Bug Fixes.** Customer shall document and report all suspected errors or malfunctions of the Software to MobileIron via email or MobileIron’s case tracking system, and cooperate with MobileIron in its bug investigation by phone, email, and through MobileIron’s case tracking system. MobileIron will provide Customer with a trouble ticket number that Customer will use to track the status of any confirmed error or malfunction in the Software (i.e. any confirmed failure for the Software to meet the MobileIron specifications for the Software) (“**Confirmed Error**”). MobileIron may close the trouble ticket without further responsibility if Customer does not provide requested feedback to MobileIron within thirty (30) days of receiving a patch or workaround, or if Customer fails to respond to a request for additional information.

**LIMITATIONS.** MobileIron is only responsible to provide Customer’s Designated Support Contacts (described below) with the Support and Maintenance Services described herein. MobileIron shall be responsible for a Confirmed Error in Software, however, MobileIron shall not be responsible for any errors in Software that cannot be reproduced by MobileIron on unmodified Software, or for software, firmware, hardware not supplied by MobileIron, or for information or memory data contained in, stored on or integrated with

any Product returned to MobileIron pursuant to this SMA. Services described herein do not include any support of any failure or defect in the Product due to Customer, Customer Representatives or any damage caused by Customer or Customer Representatives from improper storage, accident, abuse or misuse of Product (or any component thereof), or if Product (or any component thereof) has been used or maintained in a manner not conforming to the requirements or suggestions in Documentation or in the Agreement, or if Product (or any component thereof) is used by Customer or Customer Representatives on unsupported platform or hardware or has been altered or modified by Customer or Customer Representative, or has had any serial number removed or defaced. Service or repair of the Product by anyone other than MobileIron (or an authorized representative of MobileIron) will void MobileIron's obligations herein. MobileIron's obligations stated herein shall apply only to the most current release of the Product and the prior release. If MobileIron agrees to remedy any errors or problems not covered by the terms of this SMA, MobileIron may perform such work after receiving Customer's instruction to proceed at MobileIron's then-current standard time and material rates.

**CUSTOMER OBLIGATIONS; DESIGNATED SUPPORT CONTACTS.** Customer shall appoint up to two (2) individuals who are knowledgeable in the operation of the Product to serve as primary Customer contacts with MobileIron for support calls ("**Designated Support Contacts**"). All support calls shall be initiated through these contacts. Customer may change its primary or alternate contacts at any time upon written notification to MobileIron. Customer may appoint additional primary contacts upon receipt by MobileIron of the standard fees due for such additional support contacts. Customer may inquire with MobileIron support personnel to obtain the then-current pricing for such additional support contacts. Customer may not share login passwords or other benefits of this SMA with any other persons nor use any software updates or software upgrades or other Services furnished to Customer under this SMA for any product for which Customer has not purchased Services.



**THIRD PARTY SERVICES.** Product accesses certain third party services (“**Third Party Services**”). Customer may only access and use such Third Party Services for so long as Customer has a current SMA in place with MobileIron for Software and is current on payment of the Support and Maintenance Fees for such Software. Customer’s use and/or access to Third Party Services shall be limited to those uses and access rights permitted by the third party service providers. If during the Maintenance Term a third party provider terminates access to the Third Party Services, then MobileIron will notify Customer of the same, and access to such services will terminate as of the effective date specified by such third party provider. Within thirty (30) days of the notification by MobileIron of the termination of Third Party Services, the Customer may terminate this SMA for convenience (effective no earlier than the date the service access rights are terminated). Upon such termination, Customer shall be entitled to receive a pro-rata refund on any Support and Maintenance Fees paid (if any) for the relevant period remaining in the then-current Maintenance Term. MobileIron shall have no liability to Customer in connection with any termination of such services or the Customer’s use of the Third Party Services. All warranties associated with such services are only those directly provided by the third party service provider to Customer.

**GENERAL.** This SMA is subject to the term and conditions of the Agreement attached hereto (including the disclaimer and limitations on liability described therein). WITHOUT LIMITING THE FOREGOING, CUSTOMER UNDERSTANDS AND AGREES THAT THE AGGREGATE LIABILITY OF MOBILEIRON AND ITS SUPPLIERS AND LICENSORS IN CONNECTION WITH THIS SMA, INCLUDING FOR ANY SERVICES, THIRD PARTY SERVICES, SOFTWARE AND/OR PRODUCTS PROVIDED HEREUNDER, REGARDLESS OF THE FORM OF THE ACTION GIVING RISE TO SUCH LIABILITY (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE OR OTHERWISE), SHALL NOT EXCEED THE SUPPORT AND MAINTENANCE FEE PAID BY CUSTOMER FOR THE RELEVANT MAINTENANCE TERM. MobileIron may revise the

terms of this SMA with sixty (60) days written notice, provided such revision is in connection with a standard change made to its then-current standard support and maintenance terms and such revision only applies to future renewal Maintenance Term (if any).

**Exhibit B-Hardware**

**Hardware Limited Warranty.** *If Customer has ordered and received MobileIron Hardware from MobileIron or an Authorized Reseller of MobileIron Hardware, then MobileIron warrants that for a period of twelve (12) months from the date of shipment of the MobileIron Hardware to Customer (but in case of resale by an Authorized Reseller, not to exceed more than fifteen (15) months from original shipment date by MobileIron), that the Hardware will be free from defects in material and workmanship under normal use. The date of shipment of MobileIron Hardware by MobileIron is set forth on the packaging material in which the Hardware is shipped. This limited warranty extends only to Customer. Customer's sole and exclusive remedy and the entire liability of MobileIron and its suppliers under this limited warranty will be, at MobileIron's or its service center's option, to repair the MobileIron Hardware or, if repair is not possible, to replacement of the MobileIron Hardware within the warranty period and according to the RMA procedures described below (the "RMA Procedures"). MobileIron replacement parts used in MobileIron Hardware replacement may be new or reconditioned/ refurbished (like new). MobileIron's obligations hereunder are conditioned upon the return of affected MobileIron Hardware in accordance with MobileIron's or its service center's then-current RMA Procedures.*

**RMA Procedures:** During the warranty period specified above:

**(a) Reporting.** Customer shall report suspected malfunctions of the MobileIron Hardware supplied by MobileIron (if any) via email or via phone, and cooperates with MobileIron in

its investigation to determine if the MobileIron Hardware fails to meet the specifications for such hardware (“Defective”).

**(b) RMA Procedure for Defective MobileIron Hardware.** If the MobileIron Hardware is Defective, MobileIron will issue Customer a Return Material Authorization (“RMA”) number. Customer will ship the Defective MobileIron Hardware to the address specified by MobileIron, freight prepaid, at MobileIron’s cost. MobileIron will ship Customer replacement MobileIron Hardware with freight prepaid for next business day delivery in the United States, unless otherwise mutually agreed by the parties. For all other countries, replacement MobileIron Hardware shall be shipped priority delivery after the RMA number has been issued; please contact MobileIron support for the method and timing of such shipment. In order for MobileIron to be able to ship next business day, the RMA number must be issued no later than 1:00 p.m. P.S.T. during MobileIron’s normal business hours. As a condition of MobileIron shipping Customer the replacement MobileIron Hardware prior to Customer returning the Defective MobileIron Hardware, Customer must agree to return the Defective MobileIron Hardware to MobileIron within fifteen (15) business days or Customer will be invoiced for the replacement MobileIron Hardware at MobileIron’s then-current list price and Customer agrees to pay such invoice within thirty (30) days of the invoice date. All returned MobileIron Hardware will be the property of MobileIron once MobileIron delivers the replacement MobileIron Hardware to Customer. Replacement MobileIron Hardware may be new, reconditioned/refurbished (like new). MobileIron may in its sole discretion modify the MobileIron Hardware at no cost to Customer to improve its reliability or performance.