

MOBILEIRON, INC.
CUSTOMER AGREEMENT
(version May 15, 2018)

PLEASE READ CAREFULLY: IF YOU ARE ACCEPTING THIS CUSTOMER AGREEMENT (“**AGREEMENT**”) ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY (“**CUSTOMER**”), YOU REPRESENT AND WARRANT TO MOBILEIRON, INC. (“**MOBILEIRON**”) THAT YOU HAVE FULL AUTHORITY TO BIND THE CUSTOMER TO THIS AGREEMENT. UNLESS THE CUSTOMER HAS ANOTHER VALID AGREEMENT FOR THE PURCHASE AND USE OF THE MOBILEIRON SOLUTION (AS DEFINED BELOW), THIS AGREEMENT GOVERNS YOUR RIGHTS TO THE MOBILEIRON SOLUTIONS. BY CLICKING “ACCEPT” CUSTOMER ACCEPTS THIS AGREEMENT AND THE AGREEMENT WILL BE DEEMED A BINDING CONTRACT BETWEEN MOBILEIRON AND CUSTOMER. IF CUSTOMER DOES NOT AGREE TO OR CANNOT COMPLY WITH ALL THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT OR IF YOU DO NOT HAVE AUTHORITY TO BIND THE CUSTOMER, THEN DO NOT CLICK “ACCEPT” AND CUSTOMER WILL NOT BE AUTHORIZED TO USE THE MOBILEIRON SOLUTION.

This Agreement is entered into as of the earliest of the date that Customer accepts this Agreement, the date stated in an Order, or the date on which Customer downloads, installs, activates or uses the MobileIron Solution.

TERMS AND CONDITIONS

1. Definitions.

- a. “**Affiliate**” means any entity controlling, controlled by or under common control with a party, where “control” means (i) a general partnership interest in a partnership; or (ii) the beneficial ownership of a majority of the outstanding equity entitled to vote for directors.
- b. “**Documentation**” means the written and/or electronic release notes, implementation guides, or other published technical documentation about a MobileIron Solution that is provided or made available to Customer by MobileIron.
- c. “**MobileIron Competitor**” means the Good Technology division/subsidiary of Blackberry Limited, the Airwatch division/subsidiary of VMware, Inc., the Maas360 division/subsidiary of IBM Corporation, the Intune division/subsidiary of Microsoft Corporation, the XenMobile division/subsidiary of Citrix Systems, Inc., or successor divisions/subsidiaries that include products based on technology of the aforementioned divisions/subsidiaries.
- d. “**MobileIron Solution**” means either of the SaaS Product or Software, or both the SaaS Product and Software.
- e. “**Order**” means any purchase order, product schedule or ordering document between Customer and authorized reseller or, if purchasing directly from MobileIron, between Customer and MobileIron, that identifies the MobileIron Solution and/or services licensed or sold and any applicable subscription or licensing parameters (e.g., the number of subscriptions).
- f. “**SaaS Product**” means the services made available by access to and use of software hosted by or for MobileIron to which Customer has purchased a subscription, including any Documentation.
- g. “**Software**” means the object code version of MobileIron proprietary computer programs made available by MobileIron for download by Customer (including for use in connection with any SaaS Product), including any Documentation and Updates.
- h. “**Term**” means the term of the SaaS Product subscription or Software license, as identified in the relevant Order, starting when MobileIron first makes available the credentials to access and use the SaaS Product or the Software for download.
- i. “**Updates**” means any correction, update, upgrade, patch, or other modification or addition made by MobileIron to specific Software.

2. Rights and Licenses.

- a. Rights and Licenses Granted to Customer. Subject to the terms and conditions of this Agreement, during the Term and solely for Customer’s internal use with Customer’s ordinary business operations and in accordance with the applicable Documentation, MobileIron hereby grants to Customer (i) a limited right to access and use the SaaS Product, (ii) a limited, non-exclusive, non-transferable and non-sublicensable license and right to install and use the Software, and (iii) a limited right to maintain a reasonable number of copies of the Software on its systems for backup and recovery purposes. Customer may authorize and enable its and its Affiliates’ employees, contractors, and other individual users to access and use the MobileIron Solution on Customer’s behalf and for Customer’s internal business purposes in compliance with this Agreement, provided Customer is responsible for all such users’ actions that violate the terms of this Agreement, any breach by any such user is a breach by Customer, and no such user is an employee or contractor of a MobileIron Competitor. Customer agrees that its purchase of the MobileIron Solution is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by MobileIron with respect to future functionality or features.
- b. Trials. This Agreement applies to trial MobileIron Solutions (each, a “Trial”), except for the following different or additional terms: (i) the term for a Trial is thirty (30) days, which may be extended upon MobileIron’s written consent; (ii) the term for a Trial shall commence on the date that MobileIron delivers copies of or provides credentials to access the MobileIron Solution that is the subject of the Trial; (iii) the Trial is provided “AS IS” without warranty of any kind, and MobileIron disclaims all warranties,

indemnities, and all other liabilities for Trials; (iv) Customer is not entitled to any support and maintenance services or any Updates for a Trial; and (v) either party may terminate a Trial subscription or license upon five (5) days' written notice to the other party.

c. **Limited Rights.** Customer's rights in the MobileIron Solution will be limited to those expressly granted in this Agreement. MobileIron reserves all rights and licenses in and to the MobileIron Solution not expressly granted to Customer under this Agreement.

3. **Use Restrictions; Customer Obligations.** As a condition of the rights and licenses granted in Section 2, Customer shall not itself and shall not authorize or permit any third party to: (a) reverse engineer, decompile, decode, decrypt, disassemble, or attempt to derive any source code from the MobileIron Solution (except and only to the extent any foregoing restriction is prohibited by applicable law); (b) modify, adapt, or create any derivative works based on the MobileIron Solution; (c) distribute, sell, license, rent, lease, transfer, or otherwise provide the MobileIron Solution to third parties except as expressly provided in this Agreement; (d) provide the MobileIron Solution as a service to third parties, including but not limited to on a service bureau, SaaS, or time-sharing basis; (e) unbundle any component of any MobileIron Solution, or use any Software required in order to use a SaaS Product for any other purpose; (f) frame or mirror any part of a SaaS Product, other than framing on Customer's own intranets or otherwise for Customer's own internal business purposes or as permitted in the Documentation; (g) use the Documentation except for supporting Customer's authorized use of the MobileIron Solution; (h) permit direct or indirect access to or use of the MobileIron Solution in a way that circumvents a contractual usage limit; (i) violate MobileIron's Acceptable Use Policy located at <https://www.mobileiron.com/en/legal>; (j) employ or authorize a MobileIron Competitor to use or view the MobileIron Solution or Documentation, or to provide management, hosting, support or similar services with regard to the MobileIron Solution without the prior written consent of MobileIron; (k) interfere with or disrupt the integrity or performance of any SaaS Product; or (l) attempt to gain unauthorized access to a SaaS Product or its related systems or networks. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of any SaaS Product and notify MobileIron promptly of any such unauthorized access or use.

4. **Payment; Additional Licenses; Reporting.** Customer shall pay the fees for MobileIron products and/or services as set forth in the applicable Order. If Customer is purchasing through a reseller, payment terms will be determined by Customer and the reseller. If Customer is purchasing directly from MobileIron, all fees shall be paid in U.S. dollars and are due within thirty (30) days after the invoice date. Customer shall pay all applicable fees, insurance costs, and taxes, excluding taxes on MobileIron's net income. If any such fees, insurance costs, and taxes are required to be deducted from any payment under applicable law, then Customer shall pay MobileIron such additional amount as shall cause the net amount of the aggregate payment to MobileIron, after giving effect to such deduction, to equal the amount of the payment otherwise due to MobileIron under this Agreement, and shall indemnify and hold harmless MobileIron against any additional such fees, insurance costs, or taxes that might be determined to be due in connection with the transactions contemplated herein. Customer shall pay all amounts invoiced when due, unless MobileIron at any time determines that Customer's credit is not satisfactory, in which case payment terms shall be C.O.D. or cash in advance. Customer shall pay interest on all amounts not paid when due at the rate of ten percent (10%) per annum or the highest rate permitted by law, whichever is lower. If the actual number of registered devices or users (as applicable) exceed the number of subscriptions or licenses purchased by Customer in the applicable Order, then Customer shall (a) immediately cease such excess usage or (b) purchase additional subscriptions or licenses to cover the excess usage. Fees for excess usage shall be based on MobileIron's then-current price list or specified in the Order. Customer acknowledges that MobileIron's delivery and support infrastructure may enable MobileIron to determine the device or user count for the MobileIron Solution. Upon written notice by MobileIron, Customer shall: (1) for the SaaS Product, certify in writing the number and type of registered devices or users, or (2) for the Software, provide a usage report, which in certain cases may be generated using the Software, or provide MobileIron reasonable access to the system administrator logs or portal solely for the purpose of validating the number.

5. **Confidentiality.**

a. **Definition.** "**Confidential Information**" means non-public information provided by one party ("**Discloser**") to the other ("**Recipient**") that is designated as confidential or reasonably should be considered as such, excluding information that (i) is or becomes public through no fault of the Recipient, (ii) was known to Recipient before the disclosure, (iii) is disclosed to Recipient by a third party without violation of any confidentiality restrictions, or (iv) is independently developed by the Recipient without access to or use of the Discloser's information. MobileIron Confidential Information includes but is not limited to all MobileIron Solutions (and any derivatives, performance data, benchmark results, security assessments, product roadmaps and any other technical information relating to the MobileIron Solutions), Documentation and its derivatives, and MobileIron's pricing. The terms and conditions of this Agreement are the Confidential Information of both parties.

b. **Non-Disclosure and Non-Use.** The Recipient shall (i) only use the Confidential Information of the Discloser to exercise its rights and/or to perform under this Agreement, (ii) use the same degree of care to prevent unauthorized use and disclosure of Discloser's Confidential Information as it does for its own confidential information, but in no event less than reasonable care, and (iii) with respect to employees, contractors, or agents of Recipient, limit access to the Discloser's Confidential Information only to

those employees, contractors, or agents who have a need to access such Confidential Information and who are subject to confidentiality obligations at least as restrictive as those specified in this Section 5. The Recipient may disclose the Discloser's Confidential Information to the extent required by any court, governmental body, or law or regulation, provided that, if legally permissible, Recipient shall provide prompt written notice to the Discloser of such disclosure. Upon written request of the Discloser, the Recipient shall return or destroy, at Discloser's option, the Discloser's Confidential Information.

6. **Ownership.** MobileIron and its suppliers own and retain all right, title, and (except as expressly licensed in this Agreement) interest in and to the MobileIron Solution and its derivative works, and all intellectual property rights therein or relating thereto. All Software is licensed and not sold. Customer is not obligated to provide MobileIron with any suggestions or feedback about the products or services ("**Feedback**"). To the extent Customer does provide Feedback to MobileIron, Customer hereby assigns ownership of such Feedback (including all intellectual property rights therein or relating thereto) to MobileIron and MobileIron may use and modify such Feedback without any restriction or payment.

7. **Indemnity.**

a. **Indemnification by MobileIron.** MobileIron shall at its cost and expense (i) defend or settle any claim brought against Customer and its directors, officers and employees ("**Customer Indemnitee(s)**") by an unaffiliated third party alleging that Customer's use of the MobileIron Solution infringes or violates that third party's intellectual property right(s), and (ii) pay, indemnify and hold Customer Indemnitees harmless from any settlement of such claim or any damages finally awarded to such third party by a court of competent jurisdiction as a result of such claim.

b. **Remedies.** If a claim under Section 7.a occurs or in MobileIron's opinion is reasonably likely to occur, MobileIron may at its expense and sole discretion: (i) procure the right to allow Customer to continue using the applicable MobileIron Solution, (ii) modify or replace the applicable MobileIron Solution to become non-infringing, or (iii) if neither Section 7.b.i nor 7.b.ii is commercially practicable, terminate Customer's subscription or license to the affected portion of the MobileIron Solution and refund a portion of the pre-paid, unused subscription or license fees paid by Customer corresponding to such MobileIron Solution. In the case of a perpetual Software license, the unused portion of the license fees shall be determined on a pro-rata basis over a three (3) year period starting from the date MobileIron initially made the Software available for download.

c. **Exclusions.** MobileIron shall have no obligations under this Section 7 if the claim is based upon or arises out of: (i) any modification to the applicable MobileIron Solution not made by or at the direction of MobileIron, (ii) any combination or use of the applicable MobileIron Solution with any third-party equipment, products or systems, to the extent that such claim is based on such combination or use, (iii) Customer's continued use of the allegedly infringing technology after being notified of the infringement claim, (iv) Customer's failure to use Updates made available by MobileIron, (v) Customer's failure to use the MobileIron Solution in accordance with the applicable Documentation, and/or (vi) use of the MobileIron Solution other than in accordance with this Agreement (including without limitation use outside the scope of the license granted under this Agreement). This Section 7 constitutes Customer's sole and exclusive remedies, and MobileIron's entire liability, with respect to infringement of third party intellectual property rights.

d. **Indemnification by Customer.** Customer shall at its cost and expense (i) defend or settle any claim brought against MobileIron and its directors, officers and employees ("**MobileIron Indemnitee(s)**") by an unaffiliated third party alleging that any data provided to MobileIron by, or on behalf of, Customer infringes or violates a third party's intellectual property or privacy right(s), and (ii) pay, indemnify and hold MobileIron Indemnitees harmless from any settlement of such claim or any damages finally awarded to such third party by a court of competent jurisdiction as a result of such claim.

e. **Procedures.** Each indemnitor's indemnification obligation is conditioned on the indemnitee: (i) giving the indemnitor prompt written notice of such claim, (ii) permitting the indemnitor to solely control and direct the defense or settlement of such claim, provided the indemnitor shall not settle any claim in a manner that requires the indemnitee to admit liability or pay money without the indemnitee's prior written consent, and (iii) providing the indemnitor all reasonable assistance in connection with the defense or settlement of such claim, at the indemnitor's cost and expense.

8. **Support and Maintenance Services, Hardware, and Resale Products.**

a. **Support and Maintenance Services.** Support and maintenance services shall be provided in accordance with the support and maintenance terms and conditions specified in Schedule B.

b. **Hardware.** Customer may order MobileIron-branded hardware from MobileIron. Hardware shall be sold provided under the hardware terms and conditions specified in Schedule C.

c. **Resale Product Terms.** As a convenience to Customer, MobileIron resells certain products ("**Resale Products**") that are owned by third parties or are licensed to MobileIron by such third parties. Resale Products are not included as part of the MobileIron Solution and are not required or necessary for use of the MobileIron Solution. Resale Products may be subject to separate terms with the applicable third-party licensors, which are available at <https://www.mobileiron.com/en/legal/thirdpartyterms> or as may be separately agreed upon by such third-party licensor and Customer. If support and maintenance is offered for a specific Resale Product and Customer purchases directly from MobileIron, MobileIron shall distribute the applicable Resale Product error

correction, update, upgrade and other release provided to MobileIron by the third-party licensor. To the extent that a third-party licensor provides MobileIron with any indemnities or warranties for pass-through to customers in connection with the applicable Resale Product, MobileIron will pass such indemnities or warranties through to Customer. EXCEPT FOR THE WARRANTIES EXPRESSLY SPECIFIED IN THIS SECTION 8.c, RESALE PRODUCTS ARE PROVIDED "AS IS," AND MOBILEIRON PROVIDES NO OTHER WARRANTIES OF ANY KIND RELATING TO THEM. MOBILEIRON DISCLAIMS ALL OTHER WARRANTIES, INCLUDING FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY LOST PROFITS, LOST BUSINESS OPPORTUNITIES, LOST DATA, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES CAUSED BY SUCH RESALE PRODUCT. IN NO EVENT WILL MOBILEIRON'S LIABILITY ARISING OUT OF IN CONNECTION WITH ANY RESALE PRODUCT (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE) EXCEED THE AMOUNTS RECEIVED BY MOBILEIRON FOR (a) SUCH RESALE PRODUCT DURING THE TWELVE-MONTH PERIOD BEFORE THE EVENT GIVING RISE TO SUCH LIABILITY OR (b) ASSOCIATED SUPPORT AND MAINTENANCE SERVICES IN THE THEN-CURRENT TERM.

d. **Third-Party Services.** The MobileIron Solution may contain features designed to interface with applications or services provided or made available by third parties ("**Third-Party Services**"). In order to use a feature in connection with a Third-Party Service, Customer must have a subscription or license from the provider of the relevant Third-Party Service. If the Third-Party Services are no longer available or if the applicable third-party provider no longer allows the Third-Party Services to interface with the MobileIron Solution, then such features will no longer be available or function in the MobileIron Solution and Customer will not be entitled to any refund, credit or other compensation from MobileIron. MobileIron and the provider of the applicable Third-Party Service disclaim all warranties, indemnities, obligations, and other liabilities in connection with any interface or integration with the Third-Party Service. Further, MobileIron disclaims all warranties, indemnities, obligations, and other liabilities in connection with any Third-Party Service.

9. **Warranties.**

a. **SaaS Product.** MobileIron represents and warrants to Customer that the SaaS Product materially conforms to the specifications specified in the relevant Documentation. Customer must notify MobileIron of any warranty deficiencies within thirty (30) days from the provision of the deficient SaaS Product. Customer's sole and exclusive remedy and the entire liability of MobileIron for MobileIron's breach of this warranty will be for MobileIron, at its option, to (i) repair such SaaS Product or (ii) terminate the subscription and refund any prepaid, unused subscription fees paid to MobileIron for the unused period of any such terminated subscription.

b. **Software.** For ninety (90) days following the commencement of the applicable Term, MobileIron represents and warrants to Customer that the Software materially conforms to the specifications specified in the relevant Documentation. Customer's sole and exclusive remedy and the entire liability of MobileIron for MobileIron's breach of this warranty will be for MobileIron, at its option, to repair or replace such Software or refund the license and associated support and maintenance fees paid for such non-conforming Software, in which case the license shall terminate.

c. **Professional Services.** Customer may order MobileIron professional services from any authorized reseller or directly from MobileIron. Such professional services shall be subject to the terms and conditions of this Agreement and mutually agreed-upon statement of work (if any). For ninety (90) days following the date of delivery of any professional service by MobileIron to Customer, MobileIron represents and warrants that such professional services shall be professional, workman-like and performed in a manner conforming to generally accepted industry standards and practices for similar services. Customer's sole and exclusive remedy and the entire liability of MobileIron for MobileIron's breach of this warranty will be for MobileIron, at its option, to re-perform the non-conforming services or refund the fees paid for such non-conforming professional services.

d. **Hardware.** If Customer purchases hardware, the hardware warranty is specified at <https://www.mobileiron.com/en/legal>.

e. **Exclusions.** The express warranties do not apply if the applicable MobileIron Solution or hardware (i) has been modified, except by or at the direction of MobileIron, (ii) has not been installed, used, or maintained in accordance with this Agreement and Documentation, (iii) has been subjected to abnormal physical or electrical stress, misuse, negligence or accident, and/or (iv) is used with equipment, products or systems not specified in the Documentation. Additionally, these warranties only apply if notice of a warranty claim is provided within the applicable warranty period.

f. **Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS SECTION 9, THE MOBILEIRON SOLUTION, HARDWARE, AND SERVICES ARE PROVIDED "AS IS," AND MOBILEIRON PROVIDES NO OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND MOBILEIRON SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

10. **Term and Termination.** The license and rights granted herein with respect to a MobileIron Solution shall remain effective until the Term for the MobileIron Solution expires or the Agreement is terminated in accordance with this Section 10. This Agreement shall remain effective until terminated in accordance with this Section 10. If MobileIron agrees to reinstate a lapsed subscription, then the terms of this Agreement shall apply. Either party may terminate this Agreement: (a) upon thirty (30) days' written notice of a material breach by the other party or after three (3) business days after the due date in the case of a failure to

pay under Section 4, unless the breach or failure to pay is cured within the notice or grace period, or (b) immediately, if the other party ceases to do business, becomes insolvent, or seeks protection under any bankruptcy or comparable proceedings. In addition, the parties may terminate this Agreement by mutual written consent. For perpetual Software licenses only, the license grant in Section 2 shall survive termination of this Agreement unless MobileIron has terminated due to Customer's uncured material breach or failure to pay. All other subscriptions and licenses terminate upon termination of this Agreement. In addition, Sections 1, 3-7, and 10-12, and all liabilities that accrue prior to termination shall survive termination of this Agreement for any reason.

11. **Limitation of Liabilities.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR ANY BREACHES OF OR FOR LIABILITY ARISING OUT OF SECTION 3 (USE RESTRICTIONS; CUSTOMER OBLIGATIONS), 5 (CONFIDENTIALITY) OR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, OR CUSTOMER'S PAYMENT OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE) FOR: (a) ANY LOST PROFITS, LOST BUSINESS OPPORTUNITIES, LOST DATA, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE, OR (b) AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAYABLE TO MOBILEIRON FOR THE RELEVANT MOBILEIRON SOLUTION, HARDWARE, OR SERVICE DURING THE TWELVE-MONTH PERIOD BEFORE THE EVENT GIVING RISE TO SUCH LIABILITY. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SPECIFIED IN THIS AGREEMENT. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 11.

12. **General.**

a. **Export/Import.** The MobileIron Solution and Documentation may be subject to U.S. and foreign import and export control laws and regulations. Customer agrees to comply with all such regulations applicable to Customer, including obtaining applicable import licenses.

b. **U.S. Government End Users.** The MobileIron Solution and Documentation are "commercial items," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R.227.7202-1 through 227.7202-4, the MobileIron Solution and Documentation are being licensed to U.S. Government end users only as "commercial items" and with only those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement.

c. **In-Licensed Materials and Open Source.** The MobileIron Solution may contain or may operate with software, services or other technology that is not owned by MobileIron but has been licensed to MobileIron by a third party and may be necessary for the full operation of the MobileIron Solution ("**In-Licensed Materials**") or that is available under open source or free software licenses. The In-Licensed Materials may be subject to additional terms and conditions, as identified on <https://www.mobileiron.com/en/legal/thirdpartyterms> or as otherwise made available to Customer. Such terms and conditions are incorporated by reference herein. To the extent MobileIron uses open source software in the Software, the terms and restrictions in this Agreement shall not prevent or restrict Customer from exercising additional or different rights to such open source software in accordance with the applicable open source licenses.

d. **Governing Law and Jurisdiction.** Except as otherwise provided in Schedule A (if applicable), this Agreement, and the rights and duties of the parties arising from this Agreement, shall be governed by, construed, and enforced in accordance with the laws of the State of California, excluding its conflicts-of-law principles. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be state and federal courts in Santa Clara County, California, and the parties agree to service of process in accordance with the rules of such courts. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply.

e. **Assignment.** Neither party may assign this Agreement without prior written consent of the other party, provided however either party may do so to a successor-in-interest pursuant to a merger, acquisition, or sale of all or substantially all its business and/or assets to which this Agreement relates. Any assignment in violation of this Section 12.e shall be void. Subject to the foregoing, all rights and obligations of the parties under this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the successors and permitted assigns.

f. **Data Processing.** Except with respect to a trial MobileIron Solution, to the extent that MobileIron collects, accesses, uses, stores, safeguards, discloses and transfers any information that is obtained by or communicated to MobileIron by Customer in performance by MobileIron of its obligations under this Agreement, the terms of the Data Processing Schedule, located at <https://www.mobileiron.com/en/legal>, shall apply and the parties agree to comply with such terms.

g. **Equitable Relief.** The parties agree that a material breach of this Agreement adversely affecting MobileIron's or its suppliers' intellectual property rights in MobileIron Solution or either party's Confidential Information may cause irreparable injury to such party for which monetary damages would be an inadequate remedy and the non-breaching party shall be entitled to equitable relief (without a requirement to post a bond) in addition to any remedies it may have under this Agreement or at law.

h. **Publicity.** MobileIron may publicly disclose that Customer is a customer of MobileIron and a licensee of the MobileIron Solution, including in a list of MobileIron customers and other promotional materials.

- i. Independent Contractor. The parties are independent contractors. This Agreement shall not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties.
- j. Customer Affiliates. A Customer Affiliate may purchase MobileIron products and/or services under this Agreement by (i) executing a participation agreement with MobileIron pursuant to which it agrees to be bound by the terms of this Agreement applicable to a "Customer", and (ii) passing a MobileIron credit check, after which it may enter into an Order with MobileIron directly or with an authorized reseller of MobileIron. For purposes of such Order, "Customer", as used in such Order and this Agreement shall be deemed to refer to the Customer Affiliate executing such Order.
- k. Waiver & Severability; Amendments. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of any other provision or any subsequent breach. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remaining provisions of this Agreement will remain in full force and effect. This Agreement may only be amended, or any term or condition in this Agreement waived, by written consent of both parties.
- l. Notices. Except as otherwise provided in this Agreement, all legal notices to Customer will be given in writing to any Customer address listed on the applicable Order. All legal notices to MobileIron will be given in writing to: MobileIron, Inc., 401 East Middlefield Road, Mountain View, CA 94043, U.S.A., Fax: 650-963-3307, Attention: Legal. Such notices will be effective (a) when personally delivered, (b) on the reported delivery date if sent by a recognized international or overnight courier or by fax, or (c) five (5) business days after being sent by registered or certified mail (or ten (10) days for international mail). For clarity, purchase orders, invoices and other documents relating to order processing and payment are not legal notices and may be delivered electronically in accordance with MobileIron and Customer's standard ordering procedures.
- m. Entire Agreement. This Agreement consists of these terms and conditions above, the attached and linked schedules and the additional terms and conditions specified at <https://www.mobileiron.com/en/legal> that are referred to in this Agreement, which are incorporated by reference. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes and cancels all prior agreements, representations, communications, and understandings of the parties, written or oral, relating to such subject matter, and is not intended to confer upon any person other than the signatories below any rights or remedies. This Agreement prevails over any conflicting, or additional terms of any ordering document, acknowledgment, confirmation or other document issued by Customer before or after the execution of this Agreement unless such conflicting or additional terms have been introduced via an amendment and accepted in writing by both parties. The headings of sections of this Agreement are for convenience and are not for use in interpreting this Agreement.

MOBILEIRON, INC.
Schedule A: Dispute Resolution Outside North America
(version May 15, 2018)

If Customer's principal office is located outside North America as indicated on the cover sheet, the terms and conditions of this Schedule shall apply to all disputes arising out of or relating to this Agreement (excluding disputes regarding the actual or alleged violation of MobileIron's intellectual property rights or the collection of overdue invoices, which shall be governed by California law).

1. For ALL principal offices outside North America:

- a. Choice of Law. This Agreement, and the rights and duties of the parties arising from this Agreement, shall be governed by, construed, and enforced with the laws of the State of New York, excluding its conflicts-of-law principles. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply.
- b. Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or the existence, breach, termination, enforcement, interpretation or validity of the Agreement, including the determination of the scope or applicability of this agreement to arbitrate, (each, a "**Dispute**") shall be referred to and finally resolved by arbitration under the rules and at the location identified below. The arbitral panel shall consist of three (3) arbitrators, selected as follows: each party shall appoint one (1) arbitrator; and those two (2) arbitrators shall discuss and select third arbitrator. If the two party-appointed arbitrators are unable to agree on a third arbitrator, the third arbitrator shall be selected in accordance with the applicable rules of the arbitration body. Each arbitrator shall be independent of each of the parties and shall have suitable experience and knowledge in the subject matter of the Dispute. The arbitrators shall have the authority to grant specific performance and to allocate between the parties the costs of arbitration (including service fees, arbitrator fees and all other fees related to the arbitration) in such equitable manner as the arbitrators may determine. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, either party shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitral panel, provided that a permanent injunction and damages shall only be awarded by the arbitrator. The language to be used in the arbitral proceedings shall be English.

2. **For ONLY principal offices within Europe, the Middle East or Africa:** Any Dispute shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules (which Rules are deemed to be incorporated by reference into this clause) on the basis that the governing law is the law of the State of New York, USA. The seat, or legal place, of arbitration shall be London, England.

3. **For ONLY principal offices within Asia Pacific, Australia & New Zealand:** Any Dispute shall be referred to and finally resolved by arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce in force on the date when the notice of arbitration is submitted in accordance with such Rules (which Rules are deemed to be incorporated by reference into this clause) on the basis that the governing law is the law of the State of New York, USA. The seat, or legal place, of arbitration shall be Singapore.

4. **For ONLY principal offices within the Americas, excluding North America:** Any Dispute shall be referred to and finally resolved by arbitration under International Dispute Resolution Procedures of the American Arbitration Association in force on the date when the notice of arbitration is submitted in accordance with such Procedures (which Procedures are deemed to be incorporated by reference into this clause) on the basis that the governing law is the law of the State of New York, USA. The seat, or legal place, of arbitration shall be New York, New York, USA.

MOBILEIRON, INC.
Schedule B: Support & Maintenance Agreement
(version May 15, 2018)

If Customer will obtain support and maintenance services directly from MobileIron, this Support and Maintenance Agreement (“SMA”) applies to such support and maintenance services. If Customer will obtain support and maintenance services directly from an authorized reseller, the terms regarding support in this SMA shall not apply and shall instead be determined between Customer and the relevant authorized reseller; however, the terms regarding maintenance as set forth in Section 3 below shall continue to apply.

1. Definitions.

- a. **“Customer Technical Contact”** means any Customer employee appointed by Customer who has been trained and certified by MobileIron to be a primary Customer contact with MobileIron for support services.
- b. **“Incident”** means when the Supported Solution does not materially perform in accordance with the specifications specified in the relevant Documentation.
- c. **“Response”** means when MobileIron support personnel have (i) triaged the Incident, (ii) contacted Customer, and (iii) begun initial troubleshooting on the Incident.
- d. **“Support & Maintenance Term”** means the duration of support and/or maintenance services that MobileIron must provide, as specified in the relevant Order. The initial Support & Maintenance Term shall commence when the Supported Solution is first made available for download or access by Customer. Any renewal Support & Maintenance Term shall commence upon the day immediately following the end of the then-current Support & Maintenance Term.
- e. **“Supported Software”** means the current shipping release of the Software and any prior release for one (1) year after such prior release has been superseded by a subsequent shipping release. (For example, if Software shipping version 5.0 is released in January 2016, version 5.1 is released in June 2016, and version 5.2 is released in December 2016, MobileIron shall support version 5.0 until June 2017, version 5.1 until December 2017, and version 5.2, assuming version 5.2 has not been superseded yet.)
- f. **“Supported Solution”** means the SaaS Product or Supported Software, as the case may be.

2. Support Services.

a. **Support and Trouble Tickets.** During the Support & Maintenance Term, MobileIron shall use commercially reasonable efforts to provide support services to Customer, as described below. The Customer Technical Contact may report Incidents to MobileIron through MobileIron’s Support Portal (available at <https://help.mobileiron.com>) or support telephone helpline, and thereafter, the parties may cooperate to address the Incidents via email, telephone or the Support Portal. MobileIron shall provide Customer with a trouble ticket number that Customer can use to track the status of Incidents. MobileIron may close the trouble ticket without further responsibility if Customer fails to respond to a request for additional information or to confirm that the trouble ticket is resolved within ten (10) days of MobileIron’s request or receipt of a patch or workaround (as applicable). Support services for the SaaS Product are available for twenty-four hours per day and seven days per week. Support services for Supported Software are available to Customers who are receiving direct support services or higher, for twenty-four (24) hours per day and seven (7) days per week.

b. **Initial Response Times for Technical Support Issues.** MobileIron shall provide Responses for Incidents that have been properly reported through the Support Portal in accordance with the table below:

Severity Level	Description	Initial Response Time for Standard SaaS Subscription and Direct Software Support (Premium Support)	Initial Response Time for Premium Plus Support
1	A severity one (1) issue is a catastrophic production problem which may severely impact Customer's production systems or that causes Customer's	1 hour	30 minutes

Severity Level	Description	Initial Response Time for Standard SaaS Subscription and Direct Software Support (Premium Support)	Initial Response Time for Premium Plus Support
	production systems to go down or not function. There may be a loss of production data and no procedural work around exists.		
2	A severity two (2) issue is an issue where Customer's production systems are functioning but does so in a severely reduced capacity. The situation causes significant impact to portions of Customer's business operations and productivity. The systems are exposed to potential loss or interruption of service, including disruption of Customer's High Availability Configuration.	4 business hours	2 business hours
3	A severity three (3) issue is a medium-to-low impact problem which involves partial non-critical functionality loss. This issue impairs some operations but allows Customer to continue to function. This may be a minor issue with limited/no loss of functionality or impact to Customer's operation and there is an easy circumvention or avoidance by the end user. This includes errors in Documentation.	1 business day	1 business day
4	A severity four (4) issue is for a general usage question or recommendation for a future product enhancement or modification. There is no impact on the quality, performance or functionality of the product.	5 business days	5 business days

* For purposes of the chart above, business hours are 8.00 am to 5.00 pm local working hours (excluding holidays) of the Customer Technical Contacts who open the trouble ticket.

b. **Limitations.** MobileIron shall have no obligations under this Section 2: (i) if the Incident cannot be reproduced by MobileIron, (ii) if the Supported Solution has been modified or repaired, except by or at the direction of MobileIron, (iii) if the Supported Solution has not been installed, used or maintained in accordance with the Documentation, (iv) if the Supported Solution is used on hardware, software or other equipment that deviates from MobileIron's recommendations made in the then current Documentation, (v) if Customer does not permit MobileIron timely access to the logs or to perform remote troubleshooting sessions on the affected server or component, as reasonably requested by MobileIron, and/or (vi) for information or data contained in, stored on or integrated, with any Supported Solution.

3. **Maintenance Services.**

- a. **Maintenance.** During the Support & Maintenance Term, MobileIron (or authorized reseller, if applicable) shall make available to Customer all Updates to the extent generally released to other MobileIron customers receiving the same maintenance services. Such maintenance services shall apply only to the current release or shipping release of the Supported Solution and, for security fixes only, the immediately prior release.
- b. **Reinstatement.** If the Support & Maintenance Term expires without renewal, this SMA shall terminate as of the expiration date. Customer may reinstate this SMA by paying MobileIron an amount equal to the support and/or maintenance fees that would have been payable during the period of lapse and a reinstatement fee.

4. **General.** MobileIron may revise the terms of this SMA, provided that: (a) such revision is made to its standard SMA terms made generally available to other customers, (b) MobileIron provides written/email notice of such revision at least sixty (60) days prior to the expiration of the then-current Support & Maintenance Term, (c) such revisions only apply to renewal terms, and (d) renewal is subject to mutual agreement. Any delay or failure in the performance by MobileIron (including in SaaS Product availability) shall be excused if and to the extent caused by a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of MobileIron, including but not limited to acts of God (including but not limited to fire, flood, earthquake, storm, hurricane or other natural disaster), war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo, rebellion, revolution, insurrection, military or usurped power, civil war, acts or threats of terrorism, riots, strikes or labor disputes (excluding by MobileIron employees).

MOBILEIRON, INC.
Schedule C: Hardware
(version May 15, 2018)

- 1. Hardware Delivery.** MobileIron shall deliver all purchased hardware to Customer EXW (Incoterms 2010) through a carrier agent designated by MobileIron (unless a different carrier agent is designated by Customer and accepted by MobileIron). Title and risk of loss shall pass from MobileIron to Customer upon delivery of the hardware to such carrier agent. Customer shall pay all freight, insurance, and other shipping-related expenses associated with purchases of hardware.
- 2. Hardware Warranty.** For the applicable warranty period identified in the applicable price list (or twelve (12) months if not identified in such price list) as measured from the date of MobileIron's shipment of the hardware (as provided on the packaging material in which such hardware is shipped), MobileIron represents and warrants to Customer that such hardware shall be free from defects in material and workmanship under normal use. Customer's sole and exclusive remedy and the entire liability of MobileIron for MobileIron's breach of this warranty will be for MobileIron, at its option, to repair or replace such hardware, provided Customer complies with the RMA Procedures (defined below). Any hardware or replacement parts used may be new or reconditioned/refurbished.
- 3. Return Material Authorization Procedures ("RMA Procedures").** Customer shall report suspected defects in the hardware to MobileIron through MobileIron's Support Portal or support telephone helpline during the applicable warranty period. If the parties determine that the hardware fails to meet the warranty specified above: (a) MobileIron shall issue Customer a RMA number, (b) Customer shall ship such hardware to the address specified by MobileIron, freight prepaid, at MobileIron's cost and expense, (c) and MobileIron shall ship Customer repaired or replacement hardware, freight prepaid, at MobileIron's cost and expense. For the avoidance of doubt, in order for MobileIron to ship replacement hardware, Customer must report the suspected defect, MobileIron must confirm that the hardware has failed to meet the warranty, and MobileIron must issue Customer a RMA number by 1:00 pm Pacific time during MobileIron's business hours on that same day. If the RMA number is not issued by 1:00 pm Pacific time, MobileIron will ship the replacement hardware the next business day. Business hours are 9 am-5 pm Pacific time, Monday through Friday (excluding holidays). If Customer fails to return the defective hardware to MobileIron within thirty (30) days of the date MobileIron issues Customer a RMA number, MobileIron may invoice Customer for the replacement hardware at MobileIron's then-current list price. Any returned defective hardware shall be MobileIron's property once MobileIron delivers replacement hardware to Customer.