

**MobileIron, Inc.**  
**Developer Program Agreement**  
**(version February 20, 2018)**

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING OR ACCESSING DEVELOPER MATERIALS OR DEVELOPER SERVICE(S). THESE TERMS AND CONDITIONS GOVERN YOUR RIGHTS TO DEVELOPER MATERIALS AND DEVELOPER SERVICE(S).

MobileIron, Inc. ("**MobileIron**" or "**MI**"), a Delaware corporation having its principal place of business at 401 East Middlefield Road, Mountain View, CA 94043, makes available certain materials, such as content, APIs, SDKs, and wrapping technology, which permit developers to create applications, devices, products, cloud services and/or solutions that can be managed by MobileIron's enterprise mobility management solutions. Developer desires to have access to such Developer Materials to allow its applications, devices, products, cloud services and/or solutions to work in conjunction with MI Solutions, and MobileIron is willing to provide such use of and/or access to Developer Materials and/or Developer Service(s) only upon the condition that Developer enters into this Developer Program Agreement (the "**Agreement**").

If you are an employee of or consultant to an entity downloading or accessing Developer Materials or Developer Service(s), your use of any Developer Materials or Developer Service(s) will be deemed to be that agreement of that entity ("**Developer**"), and you and Developer represent and warrant that you have authority or have been provided the authority to bind Developer to the terms and conditions of this Agreement.

This Agreement is entered into as of the earlier of the date that Developer accepts this Agreement or first downloads or otherwise accesses Developer Materials and/or Developer Service(s) (the "**Effective Date**").

Now, therefore, MobileIron and Developer agree as follows:

1. DEFINITIONS.

"**Authorized Licensed Application**" means any application licensed by Developer for which Developer has obtained sufficient written authorization and/or licenses from any and all owners of any such application (and/or portions thereof) to fully exercise the license grant set forth herein with respect to any such application, including without limitation, the right to create a derivative work through operation of the Wrapping Application, the right to internally use derivative work and, with respect to the SaaS version of the Wrapping Application, the right for MI to create, use, reproduce and store such derivative work and related information for purposes of this Agreement.

"**Application**" means an application that interfaces with the MI Platform. An Application adds significant primary functionality to the Sample Code and Redistributable Code and/or has significant primary functionality separate and independent from the MI Platform.

"**API**" means any of MI's application programming interfaces that allows access to certain functionality and/or data provided by the MI Solution (or components thereof), including without limitation, the MobileIron Webservice API.

"**Customer**" means any third party that has purchased a license or subscription to the MI Solution (or components thereof), the MI Platform or any Wrapped Application for its internal business use.

"**Developer Materials**" means, collectively, MI SDKs, wrapping technology applications (including the Wrapping Application and Wrapping Modifications), APIs, Documentation, and any applications, Software (including source code), tools, materials and/or content made available to Developer on the MI Portal and any MI Solutions. MI may update, modify and/or remove Developer Materials at any time, and may impose limits on certain features and materials offered, or restrict Developer's access to parts or all of Developer Materials without notice or liability.

"**Developer Representative**" means any employee or contractor of Developer to whom Developer provides a copy of any Software (or any component thereof) for use on behalf of and for the benefit of Developer and for Non-Production Purposes. No MobileIron Competitor (or any employee or contractor thereof) shall be deemed a Developer Representative.

"**Developer Service(s)**" means, collectively, any services that MI makes available to Developer in connection with this Agreement, including without limitation, support services (if any) and MI's application wrapping service.

**"Documentation"** means any documentation provided by MI to Developer in connection with this Agreement. Documentation may be delivered or made available on-line, electronically or otherwise.

**"EULA"** means (i) where the Application or Wrapped Application is distributed via the Apple app store, the standard end user license agreement for distributed apps, located as of the Effective Date at <http://www.apple.com/legal/itunes/appstore/dev/stdeula/>; or (ii) where the Application or Wrapped Application is distributed via other means, an end user license agreement that provides (a) a limited, nonexclusive right to use the Application or Wrapped Application, (b) a prohibition on reverse engineering, decompiling or otherwise attempting to discover the source code of the Application or Wrapped Application except to the extent expressly precluded by applicable law, (c) a statement that Developer and/or its suppliers retain ownership of the Application or Wrapped Application, (d) statement that Licensee's suppliers disclaim all warranties with respect to the Application or Wrapped Application, and (e) a limitation of liability for the benefit of MI (or Developer's suppliers) that disclaims all damages, whether direct, indirect, consequential or otherwise.

**"Header File Information"** means any header files (\*.h files) provided by MI to Developer as part of the SDK, including without limitation any related information detailing the contents of header files.

**"MI Competitor"** means the Good Technology division/subsidiary of Blackberry, the Airwatch division/subsidiary of VMWare, the Maas360 division/subsidiary of IBM Corporation, the Intune division/subsidiary of Microsoft, the XenMobile division/subsidiary of Citrix, or successor divisions/subsidiaries that include products based on that technology.

**"MI Platform"** means MI's AppConnect functionality and all of MI's server and client applications that are required components of MI's AppConnect functionality.

**"MI Portal"** means MI's website portal for developers. The MI Portal is currently located at: <https://community.mobileiron.com/community/developers>.

**"MI Solutions"** means, collectively, MobileIron's enterprise mobility management solutions, including without limitation, MobileIron Core, MobileIron Cloud, MobileIron Client, MobileIron Sentry, MobileIron Access, and MobileIron Content Security Service (or components of the foregoing).

**"Non-Production Purpose"** means the sole purpose of internal development, testing and support of the integration or interoperability between Partner Solution(s) with the applicable MI Solution(s) in accordance with the Documentation.

**"Open Source License"** means any software license that requires, as a condition of use, modification and/or distribution of the applicable licensed software and/or other software incorporated into or distributed with such software, such software and/or such other software is: (a) disclosed or distributed in source code form; and/or (b) licensed for the purpose of making modifications or derivative works; and/or (c) redistributable at no charge; and/or (d) permitted to be reverse engineered; and/or (e) is used only for non-commercial purposes; and/or (f) distributed with attribution, proprietary notices or other notices.

**"Open Source"** means any software (including without limitation, any application, module, library, database or driver, or any portion thereof) that is made available for use under any Open Source License, including without limitation, any software subject to a license that was approved by the Open Source Initiative, Free Software Foundation or similar group.

**"Owned Application"** means any application owned by Licensee for which Developer has the right to create derivative works, the right to distribute to third parties such derivative works and, with respect to the SaaS version of the Wrapping Application, the right for MI to create, use, reproduce and store such derivative works and related information for purposes of this Agreement.

**"Partner Solution(s)"** means the Applications, devices, products, cloud services and/or solutions that Developer is integrating with an MI Solution (or components thereof).

**"Personal Information"** means any information relating to an identified or identifiable individual user that is obtained by or communicated to MI by Developer in performance by MI of its obligations under this Agreement.

**"Redistributable Code"** means any sample software provided in object code format by MI to Developer as part of the SDK, which software is identified by MI in the Documentation as code permitted to be redistributable as part of an Application.

**"Sample Code"** means any sample software provided in source code format by MI to Developer as part of the SDK.

**"Software"** means the object code version (or any portion thereof) of proprietary computer programs provided by or through MI to Developer hereunder for use in connection with any MI Solution(s), including the device-side software used on devices registered to any MI Solution(s) ("Device Software") and any connector software and/or any other server-side software (e.g. MobileIron Sentry Software/virtual appliance/machine) (collectively, the "Premise Software"), each of

which may be delivered to Developer for use in connection with any MI Solution(s), and any Documentation, backup copies and updates, upgrades, maintenance releases, or bug fixes to any of the foregoing provided to Developer hereunder.

**"Software Development Kit"** or **"SDK"** means the contents of any file, disk, CD-ROM or other media provided by MI to Developer under the terms of this Agreement, whether provided in a physical medium or made available for electronic download. The SDK includes, without limitation, MI's application program interface (API), Documentation, Header File Information, Redistributable Code and Sample Code.

**"Wrapping Application"** means the MI application used to wrap an Application with MobileIron's AppConfig wrapper, which may be delivered to the Developer as object code or may be provided as SaaS through on-line access hosted by MI.

**"Wrapped Application"** means any Application as modified by operation of the Wrapping Application.

**"Wrapping Modifications"** means the additions, changes and other modifications made to the Wrapped Application by operation of the Wrapping Application, including without limitation, addition of libraries.

2. MI SOLUTION NON-PRODUCTION LICENSE/SUBSCRIPTION. MI may approve Developer's request for non-production licenses/subscriptions to one or more of MI Solutions under the terms of this Agreement. Subject to the terms of this Agreement, during the term of this Agreement, MI grants Developer a non-exclusive, non-transferable, non-sublicensable license, to (a) access and use the applicable MI Solution(s); (b) to install, copy and use Premise Software in connection with the applicable MI Solution(s) on systems and equipment owned by, controlled by and managed on behalf of Developer; and (c) to install, copy and use Device Software in connection with the applicable MI Solutions(s) on mobile devices used by Developer Representatives, each solely for the Non-Production Purpose and solely in accordance with the applicable Documentation. Developer may also maintain a reasonable number of copies of the applicable Software on its systems for backup and recovery purposes. The MI Solutions(s) may only be used by Developer Representatives and Developer shall remain liable and responsible for the actions or inactions of the Developer Representatives which are in breach of this Agreement. There are no implied licenses granted by MI under this Agreement.

### 3. DEVELOPER MATERIALS.

3.1 SDK License. Subject to the terms and conditions of this Agreement, MI hereby grants to Developer, under MI's intellectual property rights in the SDK, a limited, worldwide, personal, non-exclusive, non-transferable, royalty-free license to: (a) use the SDK to develop functions within an Application solely for interfacing with the MI Platform; (b) reproduce and internally modify the Sample Code solely as a component of an Application; (c) reproduce the Redistributable Code solely as a component of an Application; and (d) distribute the Sample Code and/or Redistributable Code only in object code format solely as a component of the Application; provided, that (i) Developer distributes any such component under the terms and conditions of a EULA, (ii) Developer includes a copyright notice in the Application reflecting the copyright ownership of Developer in such Application, (iii) Developer shall be solely responsible for any updates, support obligations or other liabilities that may arise from such distribution, and (iv) Developer shall not use MI's name or any trademarks without MI's prior written consent.

3.2 Wrapping License. Subject to the terms and conditions of this Agreement, MI hereby grants to Developer, under MI's intellectual property rights in the Wrapping Application, a limited, worldwide, personal, non-exclusive, non-transferable, royalty-free license, during the term of this Agreement, to: (i) internally use or access the Wrapping Application in accordance with the Documentation to create Wrapped Application(s) from Owned Application(s) or Authorized Licensed Application(s); (ii) use, install, operate and reproduce Wrapped Applications created by operation of the Wrapping Application on any such Owned Application or Authorized Licensed Application; and (iii) distribute any such Wrapped Application to applicable Customers under a EULA via non-publicly available methods (e.g., distribution through the Apple App store or Google Play are not permitted).

3.3 API. Subject to the terms and conditions of this Agreement, MI authorizes Developer to: (a) internally incorporate one or more API calls into Partner Solution(s) for the sole purpose of developing, testing and supporting the integration between Partner Solution(s) with the applicable MI Solution(s) in accordance with the Documentation; and (b) distribute, in object code, such API calls as are incorporated into Partner Solution(s), provided that Partner Solution(s) are licensed under terms as protective of MI's rights and restrictive of MI's liabilities as the terms herein.

3.4 Other Developer Materials. If Developer uses or accesses other Developer Materials that are not provided with separate license terms, the following terms apply. Subject to the terms and conditions of this Agreement, during the term of this Agreement, MI authorizes Developer to internally use Developer Materials for the Non-Production Purpose.

3.5 Developer Service(s). Developer acknowledges and agrees that MI is not obligated to provide any support or maintenance for Developer Materials and the provision of such support is in MI's sole discretion. For non-Customers, MI may in its discretion provide support for the Wrapping Application and, for Customers, support for the Wrapping Application may be covered under a separate support agreement between MI and Customer. If MI, through its support personnel, agrees to wrap an Application for Developer using MI's Wrapping Application, the provision of such Developer Service(s) is subject to, and Developer agrees to be bound by, MI's Wrapping Agreement for Mobile Device Applications as set forth in Exhibit A.

3.6 Reservation of Rights. Except as expressly set forth in Sections 2 and 3, MI reserves all rights in and to Developer Materials and MI grants Developer no licenses of any kind hereunder.

#### 4. RESTRICTIONS, CONDITIONS & REQUIREMENTS.

4.1 License Restrictions & Conditions. The licenses set forth in Sections 2 and 3 do not include any rights to, and Developer shall not: (a) use or access Developer Materials or portions thereof to create or develop any product or service (including any feature or functionality therein) competitive to any MI Solution; (b) use or access the MI Solution(s) and Software except for supporting the Non-Production Purpose; (c) use or access the Wrapping Application on or with any mobile device application other than on or with Owned Applications or Authorized Licensed Applications in accordance with the license grants in Section 3.2; (d) reproduce Developer Materials or portions thereof except as necessary to exercise the license grants above; (e) modify, translate or create any derivative work of Developer Materials or portions thereof, except to the extent (i) expressly authorized under Sections 2 or 3 or any applicable separate written license agreement with MI; or (ii) the creation of a Wrapped Application by operation of the Wrapping Application in accordance with the license grants in Section 3.2 constitutes the creation of a derivative work of the Wrapping Application; (f) sell, lease, loan, provide, distribute or otherwise transfer Developer Materials to any third party, except to the extent expressly authorized under Sections 2 or 3 or any applicable separate written license agreement with MI; (g) reverse engineer, disassemble, decompile or otherwise attempt to gain access to the source code of Developer Materials (as applicable) or portions thereof except to the extent that such prohibition is expressly precluded by applicable law; (h) distribute, display or disclose Developer Materials or portions thereof to any person, except to Developer Representatives (subject to compliance with Section 4.2 and 10); (i) use Developer Materials or portions thereof for third-party training, commercial time-sharing, service bureau, SaaS or subscription service or rental use; (j) create or develop any application or other software (including without limitation the Application) that exposes and/or discloses any Header File Information; (k) violate the Acceptable Use Policy (found at <https://www.mobileiron.com/en/legal>); (l) release, publish, and/or otherwise make available to any third party the results of any performance, functional or security evaluation of any MI Solution(s) or Software without the prior written approval of MI; (m) defeat or circumvent any controls of MI Solution(s) or Software placed on the number of users supported; (n) unbundle any component of any MI Solution(s) or Software; (o) employ or authorize a MI Competitor to use or access the MI Solution(s) or Software on its behalf, to view the MI Solution(s) or Software, or to provide management, hosting, support or similar services with regard to the MI Solution(s) or Software without the prior written consent of MI; (p) remove, alter or cover any copyright notices or other proprietary rights notices placed or embedded on or in any part of Developer Materials or portions thereof; and/or (q) cause, encourage, authorize or assist any third party to do any of the foregoing.

4.2 Consultants. Developer will not employ or authorize any MI Competitor to use or access Developer Materials without the prior written consent of MI. Developer shall have the right to exercise its license rights under Sections 2 and 3 during the term of this Agreement through consultants, provided that all the following conditions are met: (a) any such consultant is not an MI Competitor; (b) any such consultant exercises such license only on behalf of and for the sole benefit of Developer; (c) Developer ensures that any such consultant is bound by all terms and conditions of this Agreement; (d) Developer is liable for any non-compliance by any such consultant with the terms and conditions of this Agreement.

4.3 Legal Compliance. Developer will comply with applicable law in connection with its use/access of Developer Materials.

4.4 Updates and Modifications. MI may, in its sole discretion, provide replacements, updates, modifications or bug fixes for Developer Materials to Developer during the term of this Agreement. Such materials shall be deemed part of the applicable Developer Materials and subject to the license and other terms and conditions hereunder. Any modified or merged portions of the Sample Code or any merged portions of the Redistributable Code shall be deemed part of the Sample Code or Redistributable Code, as applicable, and subject to the terms and conditions of this Agreement. Developer hereby agrees not to assert or bring against MI or any of its suppliers, customers or distributors any claim of infringement

of patent rights embodying or relating to the SDK or Developer modifications or improvements to the SDK ("Developer Modifications"). Developer shall have no obligation to provide any Developer Modifications. To the extent that Developer provides any Developer Modifications, MI shall have a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, sublicense, modify, distribute and otherwise exploit such Developer Modifications.

**4.5 Device Application Requirements.** To the extent that Developer delivers or provides access to any Device Application to MI in connection with this Agreement (e.g., through the SaaS version of the Wrapping Application or in connection with a support request), Developer grants MI a license, during the term of this Agreement, to use, reproduce and store the Device Application for purposes of this Agreement, to create derivative works of the Device Application in connection with operation of the Wrapping Application, and to use and store the Wrapped Application and information related to operation of the Wrapping Application on any such Device Application for purposes of this Agreement. Developer represents and warrants that it has the right to grant such licenses to MI.

**4.6 Authorized Licensed Applications and Owned Applications Requirements.** Developer acknowledges and agrees that, with respect to licensed Applications, Developer shall obtain sufficient written authorizations and/or licenses from all owners of any licensed or owned Device Application (and/or portions thereof) in order to use the Wrapping Application on or with any such licensed or owned Device Application, including without limitation, the right to create a derivative work through operation of the Wrapping Application, the right to internally use (or distribution, if applicable) any derivative work, and with respect to the SaaS version of the Wrapping Application, the right to grant MI the license set forth in Section 2.3 above. Developer further acknowledges and agrees that it is solely responsible for ensuring that it has obtained all such authorizations and/or licenses prior to using the Wrapping Application with any Device Application. Developer will indemnify, defend and hold MI harmless from any and all claims, actions, liabilities, losses, costs and expenses (including attorneys' fees and court costs) to the extent resulting from or arising in connection with any actual or alleged failure by Developer to obtain all such authorizations and/or licenses.

**4.7 Wrapped Application Requirements/Support.** Developer acknowledges and agrees that Wrapped Applications may not work as intended and may result in errors or other malfunctions and that MI will have no liability for any such errors or other malfunctions as a result of using the Wrapping Application. Developer agrees to sufficiently test any Wrapped Application prior to any use or distribution. Developer shall be solely responsible for any updates, support obligations or other liabilities that may arise from its use or distribution of Wrapped Applications. MI will have no support, maintenance or other obligation under this Agreement to Developer or any third party with respect to any Wrapped Application or support for the Wrapping Application. If a Wrapped Application is for iOS devices, the following additional provisions apply: (i) Developer represents and warrants that it has a valid Apple "iOS Developer Enterprise Program" license agreement; and (ii) Developer is required to re-sign the Wrapped Application using its own Apple "iOS Developer Enterprise Program" certificate prior to any use or distribution (if applicable) of any such Wrapped Application.

**5. OPEN SOURCE.** Developer Materials may contain or be provided with Open Source, which may have additional or different terms or conditions applicable to Developer's use and/or access thereof. Notwithstanding anything to the contrary herein, use of the Open Source shall be subject to the applicable Open Source License(s) to the extent required by the applicable licensor. If a Partner Solution includes or is distributed with any Open Source, Developer agrees to comply with all applicable Open Source Licenses and agrees not to use or include any Open Source in such a way that would cause the non-Open Source portions of Developer Materials or any Wrapping Modification(s) to be subject to any Open Source License(s). Developer agrees that, other than distributing any attribution, proprietary notices or other notices delivered by Developer to MI with an Application, with respect to any distribution of a Wrapped Application by MI or Channel Partners in accordance with this Agreement, MI will not have to comply with any obligation of any Open Source License for any Open Source included or distributed by Developer in or with an Application. MI has not and will not use or include or any Open Source in the Wrapping Modifications in such a way that would cause the Application (excluding the Wrapping Modifications) to be subject to any Open Source Licenses.

**6. IN-LICENSED MATERIALS.** The Software may contain or interoperate with software services or other technology that is not owned by MI but has been licensed to MI ("In-Licensed Materials"). The In-Licensed Materials may be subject to additional terms and conditions, as identified on <http://www.mobileiron.com/legal/thirdpartyterms> (or other URL designated by MI) or otherwise made available to Developer. Such terms and conditions are incorporated by reference.

7. DATA COMMUNICATIONS. MI shall only collect, access, use, store, safeguard, disclose and transfer ("Process") Personal Information (i) for the purposes of this Agreement including without limitation, to implement and deliver Developer Materials, provide Developer support, and help Developer prevent or address service or technical problems, (ii) as otherwise expressly permitted by Developer in writing, or (iii) as compelled by law. Developer shall make such disclosures, obtain such consents, and provide such access, choices and other applicable rights to individual users with regard to the Processing of Personal Information as are required under applicable law, rules or regulations. MI collects, analyzes, and uses aggregated, de-identified technical data and related information (such as product or feature usage, device metrics/metadata and mobile application usage) to facilitate market research and product development/improvement and to provide support and maintenance services. Developer agrees that MI may use, store, or disclose such information or material derived from such information, as long as it is in a form not identifiable or attributable to any individual.

8. MARKETING & PUBLICITY.

8.1 Marketing Collateral. Each party, during the term of the Agreement, will be permitted to identify Developer as a participant in MI's applicable developer program in such party's promotional and marketing materials; provided, however, in no event shall Developer issue a press release or press announcement announcing Developer's participation without express written consent of MI. In addition, MI may use Developer's standard logo for MI's promotional and marketing use in connection with Developer's participation in MI's applicable developer program. Upon the request of either party, the other party will cooperate with such party to prepare a written description of Developer's participation in MI's applicable developer program, and such party may provide such description to customers and other prospective partners. Each such party will submit the form of such description to the other party for prior written approval prior to first use.

8.2 Trademarks. Neither party (a "licensor party") may use any trademarks, trade names, service marks or logos ("Marks") of the other party (a "licensee party") without the licensor party's prior written consent, which shall only be provided on a case-by-case basis. If a licensor party gives the licensee party its consent to use its Marks, all use and display of its Marks shall fully comply with any trademark usage guidelines provided by the licensor party and the licensor party may require inspection of all materials bearing its Marks. All goodwill associated with the use of Marks shall inure to the benefit of the licensor party. Notwithstanding anything else, the licensee party will at no time contest or aid in contesting the validity or ownership of any Mark of the licensor party or take any action in derogation of licensor party's rights therein, including without limitation applying to register any trademark, trade name, service mark or other designation that is confusingly similar to any Mark of the licensor party.

9. OWNERSHIP. Developer acknowledges and agrees that MI and its suppliers own all right, title and interest (including without limitation all patent rights, copyrights, trade secrets, trademarks and other proprietary rights) in and to Developer Materials and any modifications, translations or other derivative works thereof, regardless of authorship, except for licenses expressly granted hereunder. Developer acknowledges that the license granted under this Agreement does not provide Developer with title to or ownership of Developer Materials, but only a right of limited use under the terms and conditions of this Agreement. All suggestions or feedback provided by Developer or its employees or contractors or other agents to MobileIron with respect to Developer Materials shall be MI's property and deemed Confidential Information of MI, and Developer hereby assigns the same to MI.

10. CONFIDENTIALITY. "Confidential Information" means any non-public data, information and other materials regarding the products, software, services, or business of MI and/or its suppliers provided under or in connection with this Agreement by MI ("Disclosing Party") to Developer ("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. Except as expressly authorized herein, the Receiving Party agrees to: (i) use the Confidential Information of the Disclosing Party only to perform hereunder 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 consultants (subject to compliance with Section 4.2) of the Receiving Party who have a need to know such information for the purposes of this Agreement, provided that any such employee or consultant 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 consultant with the terms of this Agreement. Confidential Information does not include information that: (a) is or becomes generally known or available to the public through no act or omission of Receiving Party; (b) is rightfully known by Receiving Party prior to receiving such information from Disclosing Party and without restriction as to use or disclosure; (c) is independently developed by Receiving Party without use of Disclosing Party's Confidential Information and without breach of this Agreement; or (d) is rightfully received by Receiving Party from a third party without restriction on use or disclosure. The foregoing obligations will not restrict either party from disclosing the other party's Confidential Information: (y) pursuant to the order or requirement of a court, administrative agency, or other governmental body, as long as the party required to make such disclosure gives reasonable notice to the other party to contest such order or requirement; and (z) on a confidential basis to its legal or financial advisors who need to know to provide business advice to such party. Developer agrees that Developer Materials contain valuable trade secrets and are MI Confidential Information. In no event shall Developer disclose any Confidential Information to any MI Competitor.

11. WARRANTY DISCLAIMER. DEVELOPER ACKNOWLEDGES THAT, DEVELOPER MATERIALS AND DEVELOPER SERVICE(S) ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, NEITHER MI NOR ANY OF ITS SUPPLIERS WARRANT THAT DEVELOPER MATERIALS OR DEVELOPER SERVICE(S) WILL MEET DEVELOPER'S NEEDS, FUNCTION PROPERLY OR BE ERROR-FREE.

12. Indemnification. To the maximum extent permitted by applicable law, Developer will indemnify, defend and hold MI (including its directors, officers, employees and agents) harmless from any and all claims, actions, liabilities, losses, costs and expenses (including attorneys' fees and court costs) resulting from or arising in connection with third party claims concerning Partner Solution(s) but excluding claims solely attributable to Developer Materials; provided, that MI gives Developer prompt written notice, MI allows Developer to control to defense and settlement of any such claim or action at Developer's expense (provided that Developer shall not settle any claim in a manner that requires any admission of liability/wrongdoing or payment of money by MI without MI's prior written consent) and MI cooperates with Developer in any such defense or settlement at Developer's expense.

13. TERM AND TERMINATION. This Agreement shall commence on the Effective Date and shall continue in perpetuity, unless earlier terminated pursuant to this Section. Either party may terminate this Agreement upon written notice in the event the other party materially breaches this Agreement and such breach remains uncured five (5) days after written notice thereof. Either party may terminate this Agreement for convenience upon thirty (30) days prior written notice. The rights and obligations of the parties in Sections 1, 4, 5, 6, 8.2, and 9-18 shall survive any termination or expiration of this Agreement and any referenced agreement shall survive in accordance with their own terms. Within ninety (90) days after termination of this Agreement, Developer shall cease distributing any Application that includes the Sample Code and Redistributable Code and will issue an update to the Application that has the Sample Code and Redistributable Code removed. Within five (5) days after any termination of this Agreement, Developer shall return to MI and/or cease using and accessing Developer Materials and all copies thereof; provided, that for a period of six (6) months following termination, Developer may continue, subject to compliance with this Agreement, to use and distribute any API calls as are validly incorporated into Partner Solution(s) that are distributed as the date of termination. Nothing contained herein shall limit any other remedies that either party may have for the default of the other party under this Agreement nor relieve either party of any of its obligations incurred prior to any expiration or termination of this Agreement.

14. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO CASE SHALL MI (OR ITS SUPPLIERS) BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, LOST REVENUE, LOST DATA, LOST PROFITS OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY CAUSE OF ACTION EVEN IF ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES, AND IN NO EVENT SHALL MI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE ITEMS AND SERVICES PROVIDED HEREUNDER EXCEED FIVE HUNDRED U.S. DOLLARS (\$500). THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THESE LIMITS. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, EVEN IF REPRESENTATIVES OF MI, ANY OF ITS SUPPLIERS OR DEVELOPER HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. NOTICES. Any notice provided to a party hereunder shall be in writing or via electronic communications. Notices to MI shall be sent by personal delivery, registered or certified mail (return receipt requested, postage prepaid) or commercial express courier (with written verification of receipt) to MobileIron, Inc., 401 East Middlefield Road, Mountain View, CA 94043, U.S.A., Attention: Legal Department. Notices to Developer required or permitted hereunder, may be given by transmission to the email address provided by Developer when registering for access to Developer Materials (or as updated from time to time via the MI Portal); such email notice shall be deemed received if it arrives at Developer's email system as evidenced by either party's contemporaneously created computer records.

16. ENTIRE AGREEMENT; MODIFICATION. Both parties agree that this Agreement and all referenced agreements are the complete and exclusive statement of the mutual understanding of the parties and supersede and cancel all previous agreements and communications relating to the subject matter of this Agreement. MI has the right to impose additional terms and conditions for Developer Materials or add to or change this Agreement, by posting such addition or change on the MI Portal or otherwise providing notice to Developer. Developer's continued use of Developer Materials following the posting or providing of any such addition or change will constitute Developer's acceptance of the addition or change.

17. GENERAL PROVISIONS. Except as expressly agreed to in writing, each party shall bear its own costs and expenses in performing any and all activities contemplated by this Agreement. The failure to enforce any term of this Agreement on one occasion shall not prevent enforcement on any other occasion or the enforcement of any other term. If any provision of this Agreement shall be adjudged by any court to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary. Except as otherwise set forth in Section 18, this Agreement is governed by the laws of the State of California, without regard to its conflict of laws provisions and this Agreement shall not be governed or affected by any version of the Uniform Computer Information Transactions Act enacted in any jurisdiction. Except as otherwise set forth in Section 16, the courts of Santa Clara County, California shall be the exclusive venue for any claims related to or arising out of this Agreement, and each party hereby consents to the personal jurisdiction of such courts. The prevailing party in any action to enforce this Agreement shall be entitled to recover attorneys' fees. This Agreement, any disputes hereunder, and all services to be provided hereunder by MI to Developer (if any) shall be conducted and provided in the English language. Developer may not assign this Agreement, or any of its rights or obligations hereunder, by operation of law or otherwise, without MI's prior written consent, which consent shall not be unreasonably withheld or delayed. Any purported assignment by Developer other than as provided above shall be null and void. Nothing in this Agreement will impair MI's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with, any Partner Solution(s) or other products, software or technologies that Developer may develop, produce, market, or distribute.

18. Arbitration. If Developer's principal place of business is outside of the United States, the following shall apply: Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, 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 without reference to conflicts of law provisions. The number of arbitrators shall be three (3), provided that the arbitrators so selected shall have substantial experience in licensing and contract disputes. The seat, or legal place, of arbitration shall be New York, New York, USA. The language to be used in the arbitral proceedings shall be English. 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. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses incurred in connection therewith. 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. Notwithstanding the forgoing, MI shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator, provided that a permanent injunction and damages shall only be awarded by the arbitrator.



**Exhibit A**  
**MobileIron, Inc.**  
**Wrapping Agreement for Mobile Device Applications**

MobileIron offers to wrap certain Owned Application(s) or Authorized Licensed Application(s) for independent developers which will add code to intercept certain calls, change behavior for security, and otherwise modify the Application(s) for integration with the MI Platform (“Wrapping”). MobileIron is willing to wrap such Owned Application(s) or Authorized Licensed Application(s) and deliver such Wrapped Application(s) to Developer upon the condition that Developer accepts and is bound by all the terms of this Wrapping Agreement for Mobile Device Applications (“Wrapping Agreement”). By submitting an Application to MobileIron for wrapping, Developer indicates that it understands this Wrapping Agreement and accepts all of its terms. If Developer does not agree to (or cannot comply with) all of the terms of this Wrapping Agreement, Developer will not be authorized to submit any Application to MobileIron for wrapping.

Now, therefore MobileIron and Developer agree as follows:

This Wrapping Agreement is subject to the Developer Program Agreement and fully incorporates the terms and conditions of the Developer Program Agreement by reference. In the event of a conflict, the terms of the Developer Program Agreement prevail.

**1. Wrapping.** MI will use commercially reasonable efforts to wrap the Application(s). Developer acknowledges and agrees to submit to MI for wrapping only Owned Application(s) or Authorized Licensed Application(s). Developer acknowledges and agrees that wrapping an Application may not work as intended and may result in Application errors or other malfunctions and that MI will have no liability for any Application errors or other malfunctions as a result of the wrapping. Developer agrees to test any Wrapped Application prior to use. MI will have no support, maintenance or other obligation under this Agreement to Developer or any third party with respect to any Wrapped Application. Developer will have no obligation to distribute any Wrapped Application.

**2. License and Obligations.**

**2.1 Grant by Developer. (a)** Subject to the terms and conditions of this Agreement, Developer hereby grants to MI, a worldwide, non-exclusive, royalty-free license to (i) wrap the Application(s); (ii) use, install, operate, reproduce, and/or distribute any Wrapped Application only in object code format to Customers, either directly or indirectly through means third parties that are authorized by MI to resell and/or distribute Wrapped Applications and their direct and indirect authorized sub-resellers and sub-distributors (“Channel Partners”), under a EULA specified by Developer; provided, that, MI will only distribute through non-public means (e.g., private websites); and (iii) use Wrapped Application(s) internally by MI or by Channel Partners for support, testing, training and other non-production purposes as MI and Channel Partner may in their discretion provide to Customers. **(b)** Developer acknowledges and agrees that MI will not charge Customers or Channel Partners any fees or payments for Wrapped Application(s) and, as such, Developer will not have the right or ability to collect any fees or payment from MI or Channel Partners for such distribution. Developer agrees that if it desires to collect license or usage fees from any Wrapped Application distributed through MI or Channel Partners, Developer will be solely responsible for incorporating such features or functionality within its Application to allow collection of license, usage or other fees directly from Customers or end users.

**2.2 Grant by MI. (a)** Subject to the terms and conditions of this Agreement, MI hereby grants to Developer, under MI's intellectual property rights in Wrapping Modifications (as defined below), a worldwide, non-exclusive, royalty-free license to use, install, operate, reproduce and/or distribute the Wrapped Application only in object code format and only through non-public means; provided, that (i) if Developer distributes any Wrapped Application, such distribution is under the terms and conditions of a EULA, (ii) Developer includes a copyright notice in the Wrapped Application reflecting the copyright ownership of Developer in such Application, and (iii) Developer shall be solely responsible for any updates, support obligations or other liabilities that may arise from such distribution. Except as expressly set forth in this Section, MI grants Developer no licenses of any kind hereunder. **(b)** The licenses set forth above do not include any rights to, and Developer shall not, (i) modify, translate or create any derivative work of any Wrapped Application, (ii) reverse engineer, disassemble, decompile or otherwise attempt to gain access to the source code of the portions of the Wrapped Application that

constitute the additions, changes or other modifications created by MI during Wrapping (the “**Wrapping Modifications**”) except to the extent expressly precluded by applicable law, (iii) remove, alter or cover any copyright notices or other proprietary rights notices placed or embedded on or in any part of the Wrapped Application, or (iv) cause or permit any third party to do any of the foregoing. **(c)** Neither party (a “**licensor party**”) may use any trademarks, trade names, service marks or logos (“**Marks**”) of the other party (a “**licensee party**”) without the licensor party’s prior written consent on a case-by-case basis. Developer hereby gives its consent for MI and Channel Partners to use its Marks in connection with distribution of the Wrapped Application(s) in accordance with this Agreement. If a licensor party gives the licensee party its prior consent to use its Marks, all use and display of its Marks shall fully comply with any trademark usage guidelines provided by the licensor party and the licensor party may require inspection of all materials bearing its Marks. All goodwill associated with the use of Marks shall inure to the benefit of the licensor party. Notwithstanding anything else, the licensee party will at no time contest or aid in contesting the validity or ownership of any Mark of the licensor party or take any action in derogation of licensor party’s rights therein, including without limitation applying to register any trademark, trade name, service mark or other designation that is confusingly similar to any Mark of the licensor party.

**2.3 Additional Requirements.** Developer acknowledges and agrees that for Wrapped Applications for iOS devices, the following provisions apply: (i) Developer represents and warrants that it has a valid Apple “iOS Developer Enterprise Program” license agreement; and (ii) Developer is required to re-sign any Wrapped Application using its own Apple “iOS Developer Enterprise Program” certificate.

**3. Ownership.** As between the parties, Developer retains all right, title and interest in and to the Application(s), except for licenses expressly granted hereunder. MI owns and retains all right, title and interest in and to the Wrapping Modifications, except for licenses expressly granted hereunder.

**4. Warranty; Disclaimer.** Developer warrants that it owns the Application and has the right to grant the licenses hereunder. Developer warrants that the Application and the media on which the Application (if any) is delivered shall have been scanned for viruses and other malicious code using an updated commercially available anti-virus software. MI warrants that the Wrapping Modifications shall have been scanned for viruses and other malicious code using an updated commercially available anti-virus software. EACH PARTY ACKNOWLEDGES THAT THE APPLICATION AND/OR WRAPPED APPLICATION (AS APPLICABLE) ARE PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTY OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

**5. Indemnification.** Developer will indemnify, defend and hold MI, Channel Partners and Customers harmless from any and all claims, actions, liabilities, losses, costs and expenses (including attorneys’ fees and court costs) resulting from or arising in connection with Developer’s failure to comply with applicable laws and regulations applicable to the Application(s) and/or Wrapped Application(s) (including without limitation export laws and data privacy laws) and/or any third party claims brought against MI, Channel Partners and Customers alleging that the Application(s) and/or Wrapped Application(s) (other than the Wrapping Modifications) infringes or violates any third party intellectual property right; provided, that the indemnified party gives Developer prompt written notice, the indemnified party allows Developer to control to defense and settlement of any such claim or action at Developer’s expense (provided that Developer shall not settle any claim in a manner that requires any admission of liability or payment money by an indemnified party without such indemnified party’s prior written consent) and MI cooperates with Developer in any such defense or settlement at Developer’s expense.