

**Mobile Iron, Inc.**  
**Software Development Kit Agreement**

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE DEVELOPMENT KIT (DEFINED BELOW). THE TERMS AND CONDITIONS OF THIS SOFTWARE DEVELOPMENT KIT AGREEMENT GOVERN YOUR RIGHTS AS TO SOFTWARE DEVELOPMENT KIT SUPPLIED BY MI.

IF YOU ARE AN EMPLOYEE OF OR CONSULTANT OR CONTRACTOR TO AN ENTITY THAT WILL USE THE SDK, YOUR AGREEMENT TO THESE TERMS WILL BE DEEMED TO BE THE 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.

MOBILE IRON, INC. ("MI") IS ONLY WILLING TO LICENSE THE SDK TO DEVELOPER UPON THE CONDITION THAT DEVELOPER ACCEPTS ALL THE TERMS CONTAINED HEREIN. BY USING THE SDK, DEVELOPER INDICATES THAT IT UNDERSTANDS THIS AGREEMENT AND ACCEPTS ALL OF ITS TERMS. IF YOU OR DEVELOPER DO NOT AGREE TO (OR CANNOT COMPLY WITH) ALL OF THE TERMS OF THIS AGREEMENT NEITHER YOU NOR THE DEVELOPER WILL BE AUTHORIZED TO USE OR HAVE ANY LICENSE TO USE ANY PART OF THE SDK AND UPON YOUR RETURN OF THE SDK, MI AND/OR ITS AUTHORIZED RESELLER (DEFINED BELOW) WILL RETURN THE FEES YOU HAVE PAID FOR THE SDK (IF ANY).

IF YOU OR DEVELOPER ARE DEEMED TO HAVE ORDERED THE SDK, MI'S ACCEPTANCE IS EXPRESSLY CONDITIONAL ON ASSENT TO THESE TERMS TO THE EXCLUSION OF ALL OTHER TERMS (SPECIFICALLY INCLUDING ANY NEW OR DIFFERENT TERMS CONTAINED IN DEVELOPER'S PURCHASE ORDER); IF THESE TERMS ARE CONSIDERED AN OFFER BY DEVELOPER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

NOTWITHSTANDING ANY OF THE FOREGOING: (A) IF DEVELOPER AND MI HAVE EXECUTED A WRITTEN SDK AGREEMENT IN CONNECTION WITH THE DELIVERY OF SDK PROVIDED HEREUNDER ("SIGNED SDK AGREEMENT") THEN THE TERMS OF THE SIGNED LICENSE AGREEMENT SHALL GOVERN AND CONTROL AND THIS AGREEMENT SHALL HAVE NO EFFECT; OR (B) IF DEVELOPER AND MI HAVE NOT EXECUTED A WRITTEN AGREEMENT, BUT DEVELOPER HAS AGREED TO THE TERMS OF AN ONLINE SOFTWARE DEVELOPMENT KIT AGREEMENT ("ONLINE SDK AGREEMENT"), THEN THE TERMS OF THE ONLINE SDK AGREEMENT SHALL GOVERN AND CONTROL.

DEVELOPER AND MI AGREE AS FOLLOWS:

**1. Definitions.**

"**Application**" means an application to be developed by Developer that interfaces with the MI Product.

"**Documentation**" means any documentation provided by MI to Developer hereunder.

"**EULA**" means an end user license agreement that provides (a) a limited, nonexclusive right to use the Application with no further right to reproduce (except for archival or backup copies permitted by law), (b) a prohibition against distributing, selling, sublicensing, renting, loaning or leasing the Application, (c) a prohibition on reverse engineering, decompiling or otherwise attempting to discover the source code of the Application, (d) a statement that Developer's suppliers retain all right, title and interest in the Application, (e) statement that Developer's suppliers disclaim all warranties with respect to the Application substantially similar to that set forth in Section 5 and (f) a limit of liability substantially for the benefit of 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 hereunder, including without limitation any related information detailing the contents of header files.

"**Redistributable Code**" means any sample software provided in object code format by MI 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 hereunder, whether provided in a physical medium or made available for electronic download, including without limitation, the API, Documentation, Header File Information, Redistributable Code and Sample Code.

"**Sample Code**" means any sample software provided in source code format by MI to Developer hereunder.

"**MI Product**" means MI's AppConnect product.

**2. License and Restrictions.**

**2.1 Grant.** Subject to the terms and conditions of this Agreement, MI hereby grants to Developer, under MI's intellectual property rights, a limited, non-exclusive, nontransferable license to:

- (a) internally use the SDK in strict accordance with the Documentation to develop functions within the Application solely for interfacing with the MI Product;
- (b) reproduce and internally modify the Sample Code solely as a component of the Application;
- (c) reproduce the Redistributable Code solely as a component the 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 an 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, (iv) Developer shall not use MI's name or any trademarks without MI's prior written consent.

Except as expressly set forth in this Section, MI grants Developer no licenses of any kind hereunder.

**2.2 Restrictions.** The licenses set forth above does not include any rights to, and Developer shall not, (a) reproduce the SDK except for the limited right to reproduce the Sample Code and Redistributable Code as expressly set forth in Sections 2.1, (b) modify, translate or create any derivative work of the SDK except for the limited right to modify the Sample Code as expressly set forth in Section 2.1, (c) sell, lease, loan, provide, distribute or otherwise transfer the SDK to any third party except for the limited right to distribute the Sample Code and Redistributable Code as expressly set forth in Section 2.1, (d) reverse engineer, disassemble, decompile or otherwise attempt to gain access to the source code of the SDK except for the Sample Code, (e) display or disclose the SDK to any person except to its employees and contractors who are required to use the SDK in order for Developer to develop the Application for use on the MI Product and except for the limited right to distribute the

Sample Code and Redistributable Code as expressly set forth in Section 2.1, (f) use the SDK for third-party training, commercial time-sharing, service bureau, subscription service or rental use, (g) remove, alter or cover any copyright notices or other proprietary rights notices placed or embedded on or in any part of the SDK, (h) use the SDK to create or develop any feature or functionality within an application (including without limitation the Application) that implements security functions (other than functions that interface with the MI Product); (i) create or develop any application or other software (including without limitation the Application) that exposes and/or discloses any Header File Information; or (j) cause or permit any third party to do any of the foregoing.

**2.3 Updates and Modifications.** MI may, in its sole discretion, provide replacements, updates, modifications or bug fixes for the SDK to Developer during the term of this Agreement. Any such updates, modifications or bug fixes shall be deemed part of the SDK 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 modifications or improvements to the SDK made by Developer ("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.

**3. 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 the SDK, and any modifications, bug fixes, corrections, upgrades or enhancements thereto, whether or not made by MI. Developer acknowledges that the license granted under this Agreement does not provide Developer with title to or ownership of the SDK, but only a right of limited use under the terms and conditions of this Agreement. All information or feedback provided by Developer regarding the SDK shall be MI's property and deemed Confidential Information (as described below) of MI.

**4. 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 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 contractors of the Receiving Party who have a need to know such information for the purposes of this Agreement, provided that any such employee or contractor shall be subject to obligations of non-use and confidentiality with respect to such Confidential Information at least as restrictive as the terms of this Agreement, and the Receiving Party shall remain liable for any non-compliance of such employee or contractor with the terms of this Agreement. Receiving Party agrees that the SDK contains valuable trade secrets and is Confidential Information of MI, including without limitation, the Header File Information and Sample Code.

**5. Disclaimer.** THE SDK IS PROVIDED "AS IS," AND NEITHER MI NOR ANY OF ITS SUPPLIERS MAKE ANY WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SDK OR ANY OTHER ACCOMPANYING MATERIAL, AND MI AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ALL WARRANTIES, TERMS OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SATISFACTORY QUALITY, NONINFRINGEMENT OR THOSE ARISING OUT OF CUSTOM OR TRADE USAGE. WITHOUT LIMITING THE FOREGOING, NEITHER MI NOR ANY OF ITS SUPPLIERS WARRANT THAT THE SDK WILL MEET DEVELOPER'S NEEDS, WILL FUNCTION PROPERLY OR BE ERROR-FREE. DEVELOPER ACKNOWLEDGES AND AGREES THAT IT USES THE SDK ENTIRELY AT ITS OWN RISK.

**6. Indemnification.** Developer shall indemnify, defend and hold MI 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 any use or distribution of any Application; 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 and MI cooperates with Developer in any such defense or settlement at Developer's expense.

**7. Term and Termination.** This Agreement shall commence on the Effective Date and shall continue in perpetuity, unless earlier terminated pursuant to this Section. Developer may terminate this Agreement at any time by destroying all copies of the SDK. This Agreement and all licenses granted hereunder will terminate immediately without notice from MI if Developer fails to comply with any provision of this Agreement. The rights and obligations of the parties in Sections 1, 2.2 and 3-9 shall survive any termination or expiration of this Agreement. Within five (5) days after any termination of this Agreement, Developer shall return the SDK to MI and each party shall return to the other all Confidential Information of the other party in its possession, custody or control disclosed pursuant to this Agreement. Nothing contained herein shall limit any other remedies that MI may have for the default of Developer under this Agreement nor relieve Developer of any of its obligations incurred prior to any expiration or termination of this Agreement.

**8. Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL: (A) MI OR ANY OF ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF REVENUE, LOSS OF BUSINESS, LOST PROFITS, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER FINANCIAL LOSS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OF THE SDK, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE; AND (B) MI'S AGGREGATE LIABILITY UNDER THIS AGREEMENT OR FOR BREACH THEREOF EXCEED ONE HUNDRED DOLLARS (\$100). THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, EVEN IF REPRESENTATIVES OF MI OR ANY OF ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DEVELOPER ACKNOWLEDGES THAT THE TERMS OF THE LICENSE GRANTED HEREIN ARE BASED IN PART ON THESE LIMITATIONS.

**9. Miscellaneous.** The parties are independent contractors, and nothing in this Agreement is intended to shall create any agency, partnership or joint venture relationship between them. This Agreement is governed and interpreted in accordance with the laws of the State of California without reference to conflicts of laws principles. Each party hereto consents to the exclusive jurisdiction and venue of the courts of Santa Clara County, California. 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. Any purported assignment by Developer other than as provided above shall be null and void. No failure by MI to enforce any of its rights under this Agreement will act as a waiver of such rights. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and merges all prior negotiations and drafts with regard thereto, and supersedes any and all other written or oral agreements existing between the parties hereto regarding the subject matter of this Agreement. This Agreement may not be modified without the prior written consent of both parties. If any of the provisions of this Agreement are held to be invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted. The waiver of one breach or default or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default. All notices permitted or required under this Agreement shall be in writing and shall be delivered in person or mailed by first class, registered or certified mail, postage prepaid, to the address of the party specified in this Agreement or such other address as either party may specify in writing. Developer agrees to comply with all export and re-export restrictions and regulations of the Department of Commerce or other agency or authority of the United States or other applicable countries, and not to transfer, or authorize the transfer, of the SDK to a prohibited country or otherwise in violation of any such restrictions or regulations. All technical data and computer software provided under this Agreement is commercial in nature and developed solely at private expense. Any software is delivered as Commercial Computer Software as defined

in DFARS 252.227-7014 (June 1995) or as a commercial item as defined in FAR 2.101(a) and as such is provided with only such rights as are provided herein. Technical data is provided with limited rights only as provided in DFARS 252.227-7015 (Nov. 1995) or FAR 52.227-14 (June 1987), whichever is applicable. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.