

Service Terms last revised on 14 October 2019.

**1. GENERAL**

**1.1 Service Summary:** Vodafone Secure Device Manager Service (the “Service”) is a device manager enterprise platform that provides remote visibility, tracking, security, and control of smart devices, including management of access to corporate resources and applications. In connection with the Service, Customer may order the following optional Service Elements: (i) The Managed Service; (ii) The Secure Content Locker Service; (iii) The Secure Email Gateway (“SEC”) Service; (iv) The AirWatch Cloud Connector (“ACC”) Service; (v) The AirWatch Tunnel (“AT”) Services; and/or (vi) The AirWatch Content Gateway (“ACG”) Service; and (vii) Android for Work. The term “Service” includes each Service Element.

**1.2 Service Packages:** Customer will purchase the Services under one of the packages below as set out on the Customer Agreement or on an Order.

**1.2.1 SaaS Solution** means Vodafone will host the Software. However, SEG, ACC, ACG, and AT Software will not be provided as part of the solution.

**1.2.2 Hybrid Solution** means Vodafone will host the main elements of the Software, but certain optional Service Elements will be hosted by Customer (i.e. SEG, ACC, ACG, and AT Software).

**1.2.3 Customer Hosted Solution** means Customer will host the Software on Customer Equipment on Customer Site.

**1.3 Structure and Precedence:** Notwithstanding any terms in any framework agreement between the Parties, these Service Terms apply to the Service and include or are governed by the following documents and if there are any conflicting terms in these Service Terms, the following order of precedence applies (highest level of precedence first): (a) each Order; (b) the Customer Agreement; (c) the Service Terms; and (d) the General Terms.

**2. CONDITIONS OF USE**

**2.1 Customer Prerequisites:** If Customer purchases the Hybrid Solution or Customer Hosted Solution, Customer must provision and maintain the Customer network, technology systems, services and/or products set out in the Statement of Work and Customer must deploy the Server Software on Customer Equipment (“Customer Prerequisites”) to receive Service and must update the Software on Customer Equipment within 90 days of receiving notification that an update is available. Vodafone is not responsible for any performance or non-performance issues with the Service caused by the Customer Prerequisites or Customer failing to comply with the Customer Prerequisites. If Customer fails to provision or maintain the Customer Prerequisites, Vodafone may terminate the Service and apply a Recovery Charge.

**2.1.1 The Software Upgrade Access Service:** This mandatory Service Element provides Customer with access to the latest version of the Software when it is made available by Vodafone. This Service Element is included in the SaaS Licence Fees but is charged annually where Customer takes the Perpetual Licence option.

**2.1.2 Installation Service:** This mandatory Service Element provides programme management and implementation services to setup and configure the Software based on the hosting option Customer chooses.

**2.2 Third Party Providers:** Service Elements are provided by a Third Party Provider. If a Third Party Provider terminates Customer’s right to use the Service Element, Vodafone will be excused from liability related to failure to deliver the relevant Service. Vodafone is not responsible for (i) Customer’s access, use of or inability to use, the Services and (ii) any content, goods or services which are accessed or downloaded or transmitted by Customer through use of the Services. Furthermore, due to the constraints of radio and electronic communications, Vodafone cannot guarantee: (i) complete, fault free, or uninterrupted access to the Service; (ii) compatibility with all handsets and devices; or (iii) that communications will be completely secure.

**2.2.1 Third Party Agreement:** Third Party Provider Software terms are set out in an EULA directly between Customer and the Third Party Provider (including, if relevant, shrink-wrap or click through agreements). If Customer fails to accept the Third Party Provider’s terms and conditions, Customer will not be able to access the affected Service Elements and Vodafone is excused from liability for failure to deliver the relevant Services.

**2.3 Customer Sites - Customer Obligations:** For the

purposes of preparing for and delivery of the Service, Customer agrees to: (a) have in place (or assist Vodafone to do so at Customer’s cost) all third party consents necessary to allow Vodafone or its subcontractors to: (i) access Customer Sites, Equipment, and third party property; and (ii) install, configure or maintain Equipment on Customer Sites or third party property; (b) provide secure storage for Equipment sent to Customer Sites; (c) prepare Customer Sites in accordance with Vodafone’s instructions; and (d) ensure that Customer Sites are safe and represent a suitable working environment; and (e) when possible, give Vodafone 10 Working Days’ notice of any event (such as power disconnection) that will disrupt the Service or affect the Equipment.

**2.4 Customer Sites - Vodafone Obligations:** Vodafone will: (a) comply with any reasonable Customer Site access and security procedures disclosed to Vodafone in advance; and (b) deliver installation and maintenance work: (i) during Working Hours, when the work does not involve any suspension of the Service; or (ii) subject to additional charge notified to Customer in advance, outside of Working Hours if requested by Customer or if Vodafone is unable to deliver the works during Working Hours for reasons outside of Vodafone’s control.

**2.5 Security Obligations:** Customer will: (a) take reasonable steps with entities it controls in line with commercial good practice to limit misuse of or threat to the Service, Equipment, or Network; (b) notify Vodafone of any Customer security issues which are likely to materially adversely impact the Network; (c) address any misuse or threat identified by Vodafone through the implementation of appropriate security or user controls and (d) seek prior approval from Vodafone before running any security tests, vulnerability scans or penetration tests on Equipment or Services.

**2.6 Authorised Users:** Access by Customer to the Service and Equipment is limited to authorised Users. Vodafone will provide each authorised User with a user name, password, or other access information (“User Details”). Customer is responsible for: (a) the security of the User Details; (b) providing Vodafone with the identity of the authorised Users and keeping that information current; and (c) authorised Users’ compliance with the Agreement. Vodafone accepts no liability for any unauthorised or improper use or disclosure of any User Details. Customer is liable for all acts and omissions conducted using the User Details up until the time that it informs Vodafone that they are being used without authority or may be compromised.

**2.7 Excluded Incidents:** Vodafone will be under no obligation to provide any of the Services in the event of any Incidents caused by or related to the following:

2.7.1 the failure of any system or code, or use of any software or hardware used by Customer in connection with the Services which has not been approved, authorised or supplied by Vodafone;

2.7.2 any Incident which Vodafone is unable to verify or reproduce after making commercially reasonable efforts;

2.7.3 any Incident which could have been prevented by Customer running the most up-to-date release and version of the Software (including any fixes or patches) made available by Vodafone or the Third Party Provider; and/or

2.7.4 any Incident caused by or contributed to by Customer’s negligence, abuse, misuse and/or misapplication of the Software or any failure by Customer to comply with the terms of this Agreement.

**3. Liability**

**3.1** In addition to the liability provisions in the General Terms, Vodafone will not be liable under these Service Terms whether in contract, tort (including negligence), breach of statutory duty, indemnity, or otherwise for any loss, whether direct or indirect:

3.1.1 suffered by Customer in connection with the Software and Customer will bring all claims for any losses suffered in connection with the Software against the Third Party Provider pursuant to terms of the relevant EULA; or

3.1.2 which results from the combination of the Services with hardware, software or other materials which are not essential for the conventional performance of the Service and/or not otherwise provided, recommended or authorised by Vodafone.

**3.2 Apple devices:** Vodafone excludes all liability if it is unable to provide the Services for Apple® devices due to Customer failing to have its own APNS Certificate and its own relationship with Apple’s iOS Developer Enterprise Program or its Volume Purchase Program.

**3.3 Applicable Laws:** Vodafone and Customer shall respectively comply with all Applicable Law.

**3.4 AUP:** Customer agrees to comply with Vodafone's Acceptable Use Policy available at [www.vodafone.com/business/AcceptableUsePolicy](http://www.vodafone.com/business/AcceptableUsePolicy).

**4. SOFTWARE**

**4.1 SaaS EULA:** If Customer chooses the SaaS or Hybrid Solution, Customer must enter into the Third Party Provider SaaS EULA attached to these Service Terms.

**4.2 Perpetual EULA:** If Customer choose the Customer Hosted Solution, Customer must enter into the Third Party Provider perpetual EULA attached to these Service Terms.

**4.3 Conflict:** In the event of any conflict between the following clauses: Intellectual Property Rights; Payment and Tax; and Governing Law of the General Terms and any provisions of the EULAs, those clauses shall only apply to Customer's relationship with Airwatch and not to Customer's agreement with Vodafone.

**4.4 User and Device Restrictions:** Customer will only permit access to the Software in accordance with the number of Active Devices specified in the Customer Agreement.

**5. EQUIPMENT**

**5.1 Equipment:** Customer must have Equipment that meets Vodafone's specifications to use the Service. The Equipment Terms apply to Vodafone Equipment and Customer Equipment.

**5.2** If Customer purchases the SaaS Solution, Vodafone will support, maintain, upgrade and/or replace Equipment as required for Service performance ("**Maintenance**"). Vodafone will provide Customer with reasonable advance notice of any Maintenance activities that will require Customer cooperation or access to a Customer Site. Customer agrees to cooperate with Vodafone in its performance of Maintenance. If Customer fails to do so, Vodafone is not responsible for Service performance related to Equipment that requires Maintenance.

**5.3** Customer will provide Vodafone with at least 30 days prior written notice before updating or changing any Customer Equipment used in connection with the Software;

**5.4** If Customer purchases a SaaS Solution or Hybrid Solution and subject to Customer's compliance with the Equipment Terms, Customer will be entitled to use Vodafone Storage Equipment.

**5.4.1** Customer acknowledges that Vodafone has no control over any content placed on the Vodafone Storage Equipment by Customer or its Users and does not purport to monitor the Vodafone Storage Equipment. Vodafone reserves the right to remove content from the Vodafone Storage Equipment where it reasonably suspects such content is inappropriate content. Vodafone shall notify Customer if it becomes aware of any allegation that content on the Vodafone Storage Equipment may be inappropriate content.

**5.4.2** Customer will indemnify Vodafone against all damages, losses and expenses arising as a result of any action or claim that the content or any other material stored on the Vodafone Storage Equipment constitutes inappropriate content.

**5.5** The Services do not include the provision of any hardware (including smart devices), airtime or data services.

**5.6** Customer will not use, and shall not authorise or permit any third party including any User to use, the Services and/or Software on any device which is not an Active Device.

**6. DATA PROTECTION**

**6.1** Vodafone is the Data Processor for this Service. Vodafone's Data Protection Terms when Vodafone is Data Processor apply, including local terms, as applicable.

**6.2** Vodafone Processes User Personal Data as set out at in the table at [www.vodafone.com/business/vqe-customer-terms](http://www.vodafone.com/business/vqe-customer-terms).

**6.3 Android for Work.** If Android for Work is added to a Customer Equipment the User will be subject to Google's Android for Work (online) agreement and as part of providing the Android for Work services, Google may transfer, store and process personal data. A copy of this agreement can be found here: <https://www.google.com/work/android/terms/>.

**7. SUPPORT AND DELIVERY SERVICES**

**7.1 Support Service:** Vodafone will provide Customer with Support Service for the Service Elements ordered by Customer.

**7.2 Support Parameters:** Support Service is available in English only. Support Service is available as shown below:

Support Service	Service Cover Period
Incident Management for Priority 1 & 2 Incidents	24/7
Incident Management for Priority 3 & 4	Working Hours

Incidents	
Service Request Fulfilment	Working Hours

Incidents may be reported at any time during the Service Cover Period; however, Incident Resolution will only occur during Working Hours for Priority Level 3 and 4 Incidents.

**7.3 Contact:** Customer must appoint primary and secondary points of contact responsible for accessing the Support Service and communicating with Vodafone during the relevant Service Cover Period. Customer will inform Vodafone, and keep Vodafone up-to-date with the appointed individuals' identity and level of access.

**7.4 Conditions:** Customer will: (a) reimburse Vodafone for reasonable expenses associated with other actions taken when Customer has reported an Incident caused by an Excluded Event; and (b) permit Vodafone to interrupt the Service to resolve a Priority Level 1 or 2 Incident (or the Incident will be downgraded to a Priority Level 3 Incident).

**7.5 Planned Works:** Vodafone may temporarily interrupt the Service to carry out Planned Works. Vodafone will notify Customer in advance of any Planned Works. "**Planned Works**" means planned Vodafone-initiated changes to the Service or Equipment (for example, to carry out essential maintenance or upgrades).

**7.6 Agreed Delivery Date:** Vodafone will provide Customer with the delivery date of a Service Element ("**Agreed Delivery Date**") and use reasonable endeavours to deliver the Service Element by the Agreed Delivery Date. If Customer requests a change before delivery of the Service Element, Vodafone will either adjust or cancel the applicable Order subject to any Recovery Charge and/or amend the Agreed Delivery Date, as applicable.

**7.7 Service Commencement Date:** Vodafone will perform its standard testing procedure for the Service. When Vodafone considers that the standard testing criteria have been met, Vodafone will make the Service available to Customer or notify Customer that the Service is ready for use ("**Service Commencement Date**").

**7.8 Correction:** Customer must notify Vodafone within 5 Working Days of the Service Commencement Date if the Service does not materially conform to the standard testing criteria and provide sufficient supporting details. Upon receipt of notification, Vodafone will take reasonable action to meet the standard testing criteria.

**7.9** For the SaaS Solution, the Support Service includes maintenance services (upgrades as well as planned and unplanned server patching).

**7.10** For Hybrid Solution and Customer Hosted Solution Customer is required to take the Incident and maintenance support service to support resolution of Customer Premise Incidents and maintenance services.

**8. MANAGED SERVICE**

**8.1** Vodafone offers three (3) tiers of Managed Service, each with different Service Levels. Customer may choose one of the following tiers (i) Standard; (ii) Basic; or (iii) Lite.

**8.2** The Managed Service comprises of multiple components as set out in the table below. Vodafone's Support Service will act as the level 2 helpdesk and will provide a single point of contact for Customer's level 1 helpdesk. Further descriptions of each of these components are particularised in the managed services document.

	Tier Options		
Managed Service Components	Standard	Basic	Lite
HelpDesk to HelpDesk Service*	X	X	X
Administration Service*	X	X	X
Monthly Service Reporting	Standard	Basic	Lite
Service Review	6 weekly	8 weekly	
Executive Review	Bi-annual		
Aligned Technical Lead		X	
Aligned Virtual project team	X		
Desk Based Technical Solutions Manager		X	
Global Technical Solutions Manager	X		
Lifecycle Management	X		
Release Management	X	X**	X**

Architecture and Configuration Consultancy	X		
Knowledge Management	X		
<p>* Service Levels for HelpDesk to HelpDesk and Administration Services are outlined below.  ** Included only for SaaS Solution and Hybrid Solution.</p> <p>During the Initial Term and for any Renewal Term, Customer may move to a higher level of the Managed Service but may not move to a lower level of Managed Service.</p>			

**9. SERVICE LEVEL TERMS**

**9.1 Applicability:** Service Levels terms apply from the Service Commencement Date depending on the Service Level measure, unless stated otherwise.

**9.2 Excluded Events:** Vodafone is not responsible for failure to meet Service Level if the Service Level is affected by an Excluded Event.

**10. SERVICE COMMENCEMENT**

**10.1 Service Level:** The Service Commencement Date for a Service Element will be on or before the Agreed Delivery Date unless Customer requests a change in Services prior to the Agreed Delivery Date.

**11. SERVICE AVAILABILITY**

**11.1 Calculation:** Percentage Availability is calculated as: ((A – B)/A) x 100. “A” equals the number of whole minutes in the Monthly Measurement Period. “B” equals the number of whole minutes when the Service is unavailable in the Monthly Measurement Period.

**11.2 Service Levels:** The following Availability Service Levels apply to the interface/Software:

Service Type	Measure	Service Availability (%) Measure
Interface/Software availability including all components	The availability of the interface and Software, not including outages that fall within pre-notified Planned Works windows.	99%

**12. PRIORITY OF INCIDENTS**

**12.1** The following Priority Level definitions and examples apply to the helpdesk to helpdesk Service:

Priority Level	Priority Level definitions	Examples
1	Total outage or critical performance degradation of the Service and complete loss of core business functions. Affects majority of Users and there is no possible alternative or Workaround. Causes critical business, security or regulatory impact or loss of goodwill for Customer	Complete disconnect from email access, SharePoint or O365 service, due to failure of Vodafone Equipment. Vodafone Equipment failure of SEG, ACC, AT, ACG or Console Component with no redundant capacity available Ability to Lock or Wipe Customer Equipment not possible for entire of the fleet.
2	Partial outage or major performance degradation of the Service and loss of non-core business functions, Affects a significant proportion of Users and there is no acceptable alternative or Workaround Causes major business, security or legislative impact or loss of goodwill for Customer.	Service outage of email access for a large and closed group of Users, and no workaround is available. Hardware outage on e.g. SEG or Console component with capacity available via redundant hardware. Ability to Lock or Wipe devices not possible for parts of the fleet.

3	Minor performance degradation of the Service or minor limitation to business functions. Has minor impact on a small number of Users or a Workaround is available. Causes minor business, security or legislative impact or loss of goodwill for Customer.	Intermittent disconnect from email from a small number of Users. Performance degradation of the User or admin portal, with the ability to submit and process tickets via the Support Service. Software or Equipment failure causing slow response time of one or more enterprise applications across an organisation
4	Causes little or no limitation to the functionality for a single User or a small group of Users. Non service affecting and business impact for Customer is negligible.	Request for assistance with device features. Request for assistance with application. Cosmetic error in screen design or documentation.

**13. INCIDENT RESOLUTION TIMES**

**13.1** For Priority Level 1 and 2 Incidents, the Incident Resolution Time is calculated as the number of whole hours between the time Vodafone issues a Trouble Ticket and the time Vodafone confirms to Customer that the Incident is resolved.

**13.2** The following Service Levels apply to application, platform or infrastructure related Incidents:

Service Level / Priority Level	Measure	Incident Resolution/Response Time
Helpdesk call handling	Time for Support Service to answer a call (following any customer specific messages or menus)	90% within 20 seconds
Logging of incidents/response time	Time taken from receipt of email to respond and raise a ticket, assuming accurate data set received. or Time taken to respond to ticket raised by Customer, assuming accurate data set received. Where the self service ticketing tool is used, an instant response will be received. P1 and P2 must be reported initially by phone.	90% within 1 Working Hour
Incident Resolution – P1	Maximum time to restore or agree path to resolution	90% within 7 hours
Incident Resolution – P2	Maximum time to restore or agree path to resolution	90% within 15 hours
Incident Resolution – P3	Maximum time to restore or agree path to resolution	90% within 10 Working Days
Incident Resolution – P4	Maximum time to restore or agree path to resolution	90% within 19 Working Days

**13.3** The following Service Levels apply to platform maintenance/outages:

Service Type	Measure	SLO
Application Maintenance	Maximum number and length of planned maintenance windows per year, including system outage	Frequency as required. No dedicated application maintenance window. Maintenance windows are taking place any working day except Fridays from 22.00



		CET/CEST. The duration upgrade could take up to 9 hours.
Infrastructure Maintenance	Maximum number and length of planned infrastructure maintenance windows per year, including system outage	One planned infrastructure maintenance window per month, maximum 10 hours Saturday 22:00 to Sunday 08:00 CET/CEST
Maintenance/Outage Notification	Proactive notification of routine maintenance or service-affecting down time (except where necessary for emergency fix)	5 business days' notice
*CET/CEST – Central European Time/Central European Summer Time		

13.4 The following Service Levels apply to the authorisation management:

Service Type	Measure	Target
Access request	Maximum time between ticket assignment to VGE and access being changed, removed or granted to online portal	90% within 3 business days (non-bulk requests only)
Emergency access/authorisation request	Maximum time between ticket assignment to VGE and access/authorisation being changed, removed or granted to online portal	90% within 1 business day

13.5 The following Service Levels apply to problem management:

Service Type	Measure	SLO
Problem management	A problem report will be raised for problems reported to VGE through the problem management process or recorded as part of a Priority Level 1.	Problem managed

## 14. DEFINITIONS

**14.1 Active Device** means Customer Equipment which has been registered on the Server Software to receive the Services.

**14.2 Applicable Law** means law, regulation, binding code of practice, rule, order or requirement of any relevant government or governmental agency, professional or regulatory Authority, each as relevant to (a) Vodafone in the provision of the Service and/or (b) Customer in receipt of the Service or carrying out of its business.

**14.3 Availability** means the percentage of time the Service is available for use in a Monthly Measurement Period calculated as set out the Service Availability Service Level.

**14.4 Authority** means those governments, agencies, and professional and regulatory authorities that supervise, regulate, investigate, or enforce Applicable Law.

**14.5 Charges** means the charges or fees set out in the Customer Agreement, the Order or Price Lists.

**14.6 Customer** means the Party receiving Service under the Customer Agreement.

**14.7 Customer Agreement** means an agreement for purchase of Services signed by both Parties.

**14.8 Customer Equipment** means Equipment not owned by Vodafone that is used with the Service.

**14.9 Customer Group** means Customer and any company that controls, is controlled by, or is under common control with Customer. For this purpose, control means having the beneficial ownership of more than 50% of the issued share capital, or the legal power to direct the general management of the company in

question, at or after the date of the Customer Agreement (and **Customer Group Company(ies)** or **CGC** has a corresponding meaning).

**14.10 Customer Site(s)** means the Customer's premises that Vodafone must access to provide the Service or the location where the Service is to be provided.

**14.11 Data Protection Terms** means the terms regarding data protection in the General Terms.1.0 or later, or if those General Terms are not applicable, the Data Protection Terms found at [www.vodafone.com/business/vge-customer-terms](http://www.vodafone.com/business/vge-customer-terms).

**14.12 Equipment** means the hardware and related software Customer must have to use the Service.

**14.13 Equipment Terms** means the terms regarding Equipment in the General Terms.1.0 or later, or if those General Terms are not applicable, the Equipment Terms found at [www.vodafone.com/business/vge-customer-terms](http://www.vodafone.com/business/vge-customer-terms).

**14.14 EULA** means the Third Party Provider end user licence agreement as set out in the Extra Service Terms.

**14.15 Excluded Event** means an incident caused by: (a) another Vodafone service purchased under a separate Customer Agreement; (b) non-Vodafone-supplied power, Customer Equipment, non-maintained structured cabling or other systems or networks not operated or provided by Vodafone (including an Incident relating to consumption of services over the internet); (c) the negligence, act, or omission of Customer or a third-party not within Vodafone's direct control; (d) Customer's delay or non-performance of any of Customer obligations set out in the Customer Agreement; (e) Customer's request to modify or test a Service Element; (f) a Force Majeure event or Service suspension that is permitted under the Customer Agreement; (g) the inability or refusal by a Third Party Provider to provide the Mandatory Accompanying Service; (h) a configuration change during implementation and (i) Customer's negligence, abuse, misuse and/or misapplication of the Software or any failure by Customer to comply with the terms of the Customer Agreement.

**14.16 Incident** means an unplanned interruption to or a reduction in the quality of the Service, or a failure of a Service configuration item.

**14.17 Incident Management** means the end-to-end management of Incidents by Vodafone.

**14.18 Monthly Measurement Period** means the period from the Service Commencement Date up to the end of the calendar month and then each calendar month thereafter (save for the last month that will end upon the termination date of the Service).

**14.19 Network** means the communications network and the equipment and premises that are connected to the network that are used by Vodafone and Vodafone Group Companies.

**14.20 Order** is defined in the relevant Customer Agreement.

**14.21 Party or Parties** means the parties to the Customer Agreement.

**14.22 Perpetual License** means a perpetual license to the Software granted by Third Party Provider to Customer pursuant to the perpetual license EULA.

**14.23 Price List** means Vodafone's standard pricing in the relevant territory at the applicable time.

**14.24 Recovery Charge** means any amount payable by Customer for early termination or failure to meet commercial commitments as set out in the Customer Agreement.

**14.25 SaaS License** means a subscription license to the Software granted by Third Party Provider pursuant to the terms of the SaaS license EULA.

**14.26 Server Software** means the Software that resides on a server(s).

**14.27 Service Element** means the individual components of the Service including optional services, if applicable, and Equipment.

**14.28 Service Level(s)** means the service levels that apply to the provision of the Service as set out in these Service Terms.

**14.29 Service Level Objective SLO** means the performance Vodafone expects to provide, without associated Service Levels or Service Credit.

**14.30 Software** means a machine-readable, object code form only, computer program or compilation of data that is fixed in any tangible medium of expression, or any storage medium form which the program may be perceived, reproduced or otherwise communicated, only with the aid of a machine or device.

**14.31 Statement of Work** means the document prepared for Customer by Vodafone providing details of the Service, if applicable.

**14.32 Third Party Provider** means a third party contracted by either Vodafone or Customer that provides a Service Element or that provides service that connects to the Service. Third Party Providers may include members of the Vodafone Group.

**14.33 Trouble Ticket** means a record of an Incident with a unique reference allocated to it that is used for all subsequent updates and communications.

**14.34 User** means an end user of the Services who must be a permanent or temporary employee or sub-contractor of Customer.

**14.35 Vodafone** means the member of the Vodafone Group that is a Party to the Customer Agreement.

**14.36 Vodafone Equipment** means Equipment supplied by Vodafone for Customer's use.

**14.37 Vodafone Group** means: (a) Vodafone Group Plc, Vodafone, and any company that Vodafone Group Plc owns (directly or indirectly) 15% or more of the issued share capital; and (b) any partner listed on the "Where we are" page in the "Who we

are" section at [www.vodafone.com](http://www.vodafone.com) (and **Vodafone Group Company(ies)** or **VGC** has a corresponding meaning).

**14.38 Vodafone Storage Equipment** means the physical or virtual infrastructure equipment made available by Vodafone to Customer for the storage of the Customer's content.

**14.39 Working Day** means on Monday to Friday inclusive, but excluding public holidays in the country where the Service are being provided.

**14.40 Working Hours** means the hours between 0900 and 1700 (local time) on a Working Day.



## EMEA End User License Agreement

SaaS License

Intending to be fully bound by the terms and conditions of this End User License Agreement (the "EULA"), the Parties hereto have physically or electronically executed this EULA.

User: Click here to enter text.

AirWatch UK Limited

\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Authorized Signature Date

Click here to enter text. Click here to enter text.  
Print Name Title

\_\_\_\_\_  
Print Name Title  
(AW Legal approval *not* required before execution)

In consideration of the mutual covenants herein expressed, and other true and valuable consideration, the receipt and adequacy of which is hereby acknowledged, as of the date of acceptance of the EULA pursuant to Section 0 (the "Effective Date"), the Parties hereto hereby agree as follows:

**Definitions.** Except as otherwise defined herein, the following capitalized terms have the meaning set forth below:

"Access" means User's ability to dial into or otherwise remotely access the AirWatch Server.

"AirWatch" means AirWatch UK Limited.

"AirWatch Agent" means the components of AirWatch's proprietary AirWatch™ Software that are placed on Devices and allow communication and control functions between the Device and the AirWatch Console.

"AirWatch Console" means the components of AirWatch's proprietary AirWatch™ Software that are placed on a customer's servers or hosted on behalf of customers that allow communication and control functions with Mobile Devices and Equipment.

"AirWatch Managed Node Component" means the components of AirWatch's proprietary AirWatch™ Software that allow communication and control functions with the Managed Nodes.

"AirWatch Products" mean the AirWatch Software, Enhancements, Updates and Documentation.

"AirWatch Server(s)" means the server(s) on which AirWatch or its hosting partner hosts the AirWatch™ Software on behalf of User.

"AirWatch Software" means (i) the object code version of AirWatch's proprietary AirWatch™ Software that provides mobile device management and wireless local area network (WLAN) management, including the Third Party Components, which consists of the AirWatch Agent, AirWatch Console, and AirWatch Managed Node Component and (ii) any Updates or Enhancements made available to User pursuant to any Maintenance and Support purchased by User.

"Applicable Law" means the relevant data protection and privacy law to which User is subject.

"APNs" means the Apple Push Notification service (APNs) which is used to allow the AirWatch Software to securely communicate with Apple Devices over-the-air.

"APNs Certificate" means the certificate required by and acquired directly from Apple allowing the use of the APNs and creating a relationship with Apple's iOS Development Enterprise Program.

"Apple" means Apple Inc.

"Affected Service" means only the portion of the Hosted services actually impacted by Outage.

"Availability" means User's ability to Access the AirWatch Server.

"Business Day" means a business day, which excludes weekends and AirWatch-recognized holidays.

"Customer Support Center" means AirWatch's customer support center which may be reached twenty-four (24) hours a day.

"Customer Personal Data" means the Personal Data provided to AirWatch by User relating to End Users in order to configure those End Users for the AirWatch Products, namely mobile phone number, email address, device and model of phone, as well as the device management data, namely that information which are collected by the Product from the End User's device for example, the applications the End User has downloaded to the device on which the Product is being run.

"Delivery Date" means the first date on which User first logs in to the AirWatch Software.

"Device" or "Devices" means User's Mobile Device(s) and/or Equipment, all as reflected in User's Vodafone Order.

"Documentation" means all materials supplied or made available by AirWatch, whether in printed or online form or on magnetic tape or other media, that explain or facilitate the use of the AirWatch Software, which may include, without limitation, sample code, users' manuals, standard operational manuals or instructions, training materials, flow charts, logic diagrams, system manuals, programming manuals, and modification manuals.

"End User" means any Person who has used the Services.

"Enhancements" means any revision, error correction, change, amendment or modification to the relevant AirWatch Software, to the extent such are made available by Airwatch (in its sole discretion) to similarly situated licensees.

"Equipment" means User's equipment to be monitored by the AirWatch Software.

**“Hosted Services”** means the services provided to host, on the AirWatch Servers, the necessary AirWatch Software to allow communication and control functions with Devices via internet-based consoles.

**“iOS”** means Apple’s mobile operating system that supports Apple’s mobile devices including iPhones and iPads.

**“Law Enforcement Authority”** means a law enforcement authority, governmental agency and other authority responsible for safeguarding national security, defence or the prevention, investigation, detection and prosecution of crime.

**“Maintenance and Support”** means the following services provided by AirWatch to customers who are current on their fees for Maintenance and Support: (i) Updates provided to other customers of the AirWatch Products; (ii) Enhancements provided to other customers of the AirWatch Products; (iii) correction of reported bugs, defects or errors in the AirWatch Software; and (iv) reasonable amounts of support to assist User with the use of the AirWatch Products during the hours of 8:00 a.m. to 8:00 p.m. GMT.

**“Managed Node”** means any Mobile Device or item of Equipment that is to be monitored and managed by the AirWatch Software on which the AirWatch Agent will not be installed.

**“Mobile Device”** or **“Mobile Devices”** means User’s mobile device(s) and smartphone(s) to be monitored and managed by the AirWatch Software, whether owned by User or by User’s officers, directors, employees, contractors, representatives, or agents.

**“Normal Business Hours”** means 8:00AM ET to 8:00PM ET, Monday through Friday excluding AirWatch- recognized holidays.

**“Outage”** means any period of at least one minute during which User is unable to utilize the Hosted services due to AirWatch’s failure to provide User with the specified services. All Outage measurements will be rounded up or down to the nearest one minute increment, wherein an increment equal to or greater than 30 seconds is rounded up to the next minute.

**“Party”** means either AirWatch or User and **“Parties”** means both AirWatch and User.

**“Person”** means a natural person, and any corporation, partnership, limited liability company, or other legal entity.

**“Personal Data”** means any information relating to an identified or identifiable natural person (“data subject”); an identifiable person meaning one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his / her physical, physiological, mental, economic, cultural or social identity and any equivalent definition in the Applicable Law.

**“Privacy Authority”** means the relevant supervisory authority with responsibility for privacy or data protection matters in England.

**“Process, Processing or Processed”** means any operation or set of operations which is performed upon Customer Personal Data whether or not by automatic means, including collecting, recording, organising, storing, adapting or altering, retrieving, consulting, using, disclosing, making available, aligning, combining, blocking, erasing and destroying Personal Data) and any equivalent definitions in the Applicable Law.

**“Services”** means the Services set out in the accompanying Vodafone Order.

**“Software”** means a machine-readable, object code form only, computer program or compilation of data that is fixed in any tangible medium of expression, or any storage medium form which the program may be perceived, reproduced or otherwise communicated, only with the aid of a machine or device.

**“Third Party Components”** means any software provided as part of the AirWatch Software that is owned by one or more third parties and licensed to AirWatch.

**“Updates”** mean new releases and updates of the AirWatch Software generally made available by AirWatch containing substantial new features and functions of performance, *provided, however*, Updates shall not include new versions of the AirWatch Software or separate products which AirWatch offers only for an additional fee to its customers generally, including those customers purchasing Maintenance and Support.

**“User”** means the Party executing the EULA as User on page 1 of this EULA.

**“Vodafone”** means Vodafone Procurement Company S.à r.l. and its authorized companies and partners authorized to offer licenses to AirWatch Products.

**“Vodafone Order”** means order agreement and accompanying purchase order.

#### **License Grant.**

**SaaS License.** User hereby agrees to a SaaS (Software as a Service) license by making payments on a monthly, quarterly, or annual basis as agreed with Vodafone and, subject to the terms and conditions set forth in this EULA, AirWatch hereby grants to User a limited, revocable, personal, nonexclusive, non-transferable, world-wide license to use the AirWatch Products provided by AirWatch to User solely for the purposes, and subject to the restrictions, expressly set forth herein (the **“SaaS License”**).

**Other License Rights.** The AirWatch Products provided under each SaaS License include those necessary to manage the Devices. The AirWatch Products will be hosted on the AirWatch Server(s). The AirWatch Products may be used or accessed by User for User’s internal use on the Device. The AirWatch Agent is licensed on a per Device basis and may only be used or accessed by User for User’s internal use. The AirWatch Managed Node Component is licensed on a per Managed Node basis and may only be used or accessed by User for User’s internal use. The AirWatch Console may only be used or accessed by User for User’s internal use to monitor the Devices and Managed Nodes. This EULA and the SaaS Licenses only grant User the right to use the AirWatch Products under the terms, conditions, and restrictions specified in this EULA. No other rights, including intellectual property rights of a party, are granted, conveyed or transferred to User, either explicitly or implicitly, except as set forth herein, and all such rights of AirWatch are exclusively reserved to AirWatch.

**License Restrictions.** Each SaaS License is further subject to the following conditions and restrictions:

User may not copy the AirWatch Products or distribute, install or otherwise provide the AirWatch Products to any Person;

User will use the AirWatch Products solely for User’s own internal business operations in a manner consistent with the use limitations specified or referenced herein and in the relevant Vodafone Order(s);

User will use the AirWatch Products only in accordance with all applicable laws and regulations;

User shall only use the AirWatch Products as specified or referenced in the Documentation and shall use the Documentation solely for supporting its authorized use of the AirWatch Products;

User may not assign, sublicense, transfer, lease, rent, sell, or share with or to any other Person (i) the AirWatch Products; (ii) any use or application of the AirWatch Products; or (iii) User’s rights under this EULA;

User may not modify, adapt, translate, duplicate (except as expressly set forth in this EULA), disassemble, reverse assemble, reverse compile, or reverse engineer, or take similar action with respect to the AirWatch Software for any purpose (save as allowed by relevant law), or otherwise attempt to discover the underlying source code of the AirWatch Software, for any purpose;

User, or any third party acting on its behalf, may not and may not allow others to create any derivative works based upon the AirWatch Products;

User may not use the AirWatch Software, and will ensure that the AirWatch Software is not used, in any application involving life support systems or the life support market, medical applications, critical care applications, connections to implanted medical devices, commercial transportation or aviation, nuclear facilities or systems or any other applications where product failure could lead to injury to persons, loss of life or severe property or environmental damage (**“Critical Applications”**); and

To the extent that User is using the AirWatch Products to manage Devices running on iOS, User must have its own APNs Certificate and its own relationship with Apple’s iOS Development Enterprise Program and, under no circumstances, will User use the AirWatch Products with the APNs Certificate of any other Person.

#### **Maintenance and Support.**

### **Discontinuance of Service.**

AirWatch may discontinue Maintenance and Support for any SaaS License: (i) for any superseded versions of the AirWatch Products upon ninety (90) days notice to User; (ii) upon thirty (30) days notice to User if AirWatch Products are dependent on Third Party Components or third party hardware components that are no longer supported by their developer or manufacturer; (iii) upon thirty (30) days notice to User in the event of any unauthorized use of, or modifications, alterations or changes to, the AirWatch Products by User or its designee; or (iv) immediately, in AirWatch's discretion if (a) following the expiration of the Warranty Period, the AirWatch Software, as provided by AirWatch to User under this EULA, fails substantially conform, in all material respects, to the specifications described in the Documentation and (b) the nonconformance cannot be corrected by commercially reasonable efforts to develop appropriate bug fixes, Updates, or Enhancements.

AirWatch may stop providing Updates for any Third Party Component at any time and without providing User any refund or other remedy whatsoever if such Third Party Components are no longer supported by their third party licensor, or if AirWatch determines that such actions are requested or required by the third party licensor of such Third Party Component.

**Disclaimers.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 0, THE MAINTENANCE AND SUPPORT ARE PROVIDED "AS IS" AND AIRWATCH FURTHER DISCLAIMS THAT THE MAINTENANCE AND SUPPORT WILL MEET THE REQUIREMENTS OF USER OR THAT THE OPERATION OF THE MAINTENANCE AND SUPPORT WILL BE ERROR FREE. TO THE EXTENT PERMITTED BY LAW, THE LIMITATIONS SET FORTH IN THIS SECTION 0 ARE EXCLUSIVE AND THERE ARE NO OTHER WARRANTIES, CONDITIONS, OR TERMS, WHETHER EXPRESS OR IMPLIED BY STATUTE, TRADE USAGE OR COURSE OF DEALING OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR TITLE. THE REMEDIES SET FORTH IN THIS SECTION 0 STATE AIRWATCH'S ENTIRE LIABILITY, AND USER'S SOLE REMEDIES, FOR ANY CLAIMS RELATED TO THE MAINTENANCE AND SUPPORT. OTHER REPRESENTATIONS OR AFFIRMATIONS OF FACT, INCLUDING BUT NOT LIMITED TO, STATEMENTS REGARDING PERFORMANCE OF THE MAINTENANCE AND SUPPORT NOT CONTAINED IN THIS EULA, SHALL NOT BE BINDING ON AIRWATCH.

### **Hosted Services.**

**Disclaimers.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 0, THE HOSTED SERVICES ARE PROVIDED "AS IS" AND AIRWATCH FURTHER DISCLAIMS THAT THE HOSTED SERVICES WILL MEET THE REQUIREMENTS OF USER OR THAT THE OPERATION OF THE HOSTED SERVICES WILL BE ERROR FREE. TO THE EXTENT PERMITTED BY LAW, THE LIMITATIONS SET FORTH IN THIS SECTION 0 ARE EXCLUSIVE AND THERE ARE NO OTHER WARRANTIES, CONDITIONS, OR TERMS, WHETHER EXPRESS OR IMPLIED BY STATUTE, TRADE USAGE OR COURSE OF DEALING OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR TITLE. THE REMEDIES SET FORTH IN THIS SECTION 0 STATE AIRWATCH'S ENTIRE LIABILITY, AND USER'S SOLE REMEDIES, FOR ANY CLAIMS RELATED TO THE HOSTED SERVICES. OTHER REPRESENTATIONS OR AFFIRMATIONS OF FACT, INCLUDING BUT NOT LIMITED TO, STATEMENTS REGARDING PERFORMANCE OF THE HOSTED SERVICES NOT CONTAINED IN THIS EULA, SHALL NOT BE BINDING ON AIRWATCH.

### **User Payment Obligations.**

**Payment.** User agrees to pay the initial and monthly, quarterly, or annual license fees to Vodafone set forth in its Vodafone Order, which includes fees for Maintenance and Support, fees for Hosted Services, and such other fees as set forth (collectively, the "Fees"). Any fees and charges referred to herein are exclusive of taxes. Taxes imposed by government agencies, with the exception of franchise taxes and taxes based upon the net income of AirWatch or Vodafone, whether based upon the AirWatch Products, services, their use, or this EULA (including sales and use taxes) are an additional obligation of User.

### **Confidentiality and Proprietary Rights.**

**Confidential Information.** User acknowledges that the AirWatch Products and any other confidential or proprietary information of AirWatch provided to User hereunder comprise confidential or proprietary information of AirWatch (collectively, "Confidential Information"). User will not use, disclose or permit any Person access to any Confidential Information, except as expressly permitted herein. User agrees to use reasonable efforts to protect the confidential or proprietary nature of such Confidential Information, using at least the same degree of care it utilizes for the protection of its own strictly confidential and proprietary information. The obligations under this EULA will continue with respect to Confidential Information for a period of seven (7) years after the termination of this EULA. All Confidential Information will be returned to AirWatch within ten (10) days following the termination of this EULA. The foregoing obligations will not restrict User from disclosing Confidential Information pursuant to the order or requirement of a court, administrative agency or other governmental body, provided that User gives reasonable written notice to AirWatch to enable AirWatch to seek a protective or equivalent order to avert disclosure.

**Title.** User acknowledges that the AirWatch Products, any derivative works thereof, and all AirWatch copyrights, names, trademarks, trade names, service marks or any other identifying characteristics are proprietary intellectual property of significant value and goodwill to AirWatch (the "AirWatch IP"). This EULA only grants User the right to use the AirWatch IP under the terms and restrictions specified in this EULA. User does not, and will not, acquire any other right, title or interest in any AirWatch IP, which will at all times remain the exclusive property of AirWatch or the applicable third party licensor. User will not remove, suppress or modify in any way any proprietary marking which is on or in the AirWatch Products, which is visible during their operation, or which is on any media supplied with the AirWatch Products, except where expressly allowed. User will incorporate such proprietary markings in any back-up copies made of the AirWatch Products. User acknowledges and agrees that AirWatch shall be the sole owner of any Enhancements, Updates, or new version of the AirWatch Products that are developed by AirWatch during the term of this EULA and thereafter, including, without limitation, any Enhancements, Updates, modifications, or versions that are developed by AirWatch for or in response to User's requests, suggestions, or ideas. During the term of this EULA and thereafter, User shall not assert the invalidity of the AirWatch IP, or contest AirWatch's right, title or interest therein and thereto, and User shall not cause, influence, or assist in any manner whatsoever, any other Person to make any such assertions or contest.

**Disputes.** User acknowledges that any breach of this Section 0 may give rise to irreparable harm to AirWatch for which the granting of monetary damages would be an inadequate remedy. User therefore acknowledges and agrees that if it breaches any provision of this Section 0, AirWatch shall be entitled, in addition to all other available remedies, to seek interlocutory, interim and permanent injunctions or other appropriate orders to restrain any continued breach of these guidelines without having to prove that actual damage has been sustained by AirWatch.

### **Data Protection**

For the purposes of delivering the Services, AirWatch are appointed by User to Process such User Personal Data solely on behalf of User as is necessary to provide the Services, and as set out in this SaaS License.

AirWatch warrant and undertake in respect of all User Personal Data that AirWatch Process on behalf of User and that at all times:

AirWatch maintain and shall continue to maintain appropriate and sufficient technical and organisational security measures to protect such User Personal Data against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorised disclosure or access, in particular where the Processing involves the transmission of data over a network, and against all other unlawful forms of Processing; and

Upon termination of this agreement, the User Personal Data shall be deleted or otherwise purged from all relevant systems except as otherwise instructed by User.



The Processing carried out under or in connection with this agreement shall be carried out in the context of the activities of one or more of AirWatch's establishments.

User acknowledges that for the purposes of this SaaS License, AirWatch may have sub-contracted the Processing of Customer Personal Data to another entity ("Sub-Processor") and furthermore that AirWatch will have imposed legally binding contract terms substantially the same as those contained in this SaaS License on that Sub-Processor.

AirWatch acknowledge and agree that AirWatch shall remain liable to User for any breach of the terms of this SaaS License by any Sub-Processor and other subsequent third party processors appointed by AirWatch.

AirWatch agree that that data or information will only be used or disclosed for the following purposes: (i) to implement and deliver the features and services associated with the normal use of the Software; (ii) to diagnose problems, provide customer support and maintain and enhance the Software; (iii) to monitor User's compliance with the license; (iv) as pre-approved by User and notified by User to the End Users; and (v) as required by law.

User acknowledges and agrees that AirWatch may receive legally binding demands from a Law Enforcement Authority for the disclosure of, or other assistance in respect of, User Personal Data, or be required by law, court order, warrant, subpoena, or other legal judicial process to disclose any User Personal Data to any person other than User and that Airwatch will not be in breach of this SaaS License for complying with such obligations to the extent legally bound. AirWatch shall notify User as soon as reasonably possible of any such demand unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation.

User warrants that in respect of all User Personal Data processed during the course of this SaaS License, it shall notify each End User of the nature of the User Personal Data processed and the purposes for which that User Personal Data are to be processed.

#### **Limited Warranties; Remedies; Disclaimer of Warranty.**

**Limited Software Warranty and Remedy.** In connection with the SaaS License granted hereunder, AirWatch only warrants that the AirWatch Software, as provided by AirWatch to User under this EULA, will substantially conform, in all material respects, to the specifications described in the Documentation (the "**Limited Warranty**") for the ninety (90) day period following the Delivery Date of the AirWatch Software to User ("**Limited Warranty Period**"). The Limited Warranty does not cover any AirWatch Software: (i) that is not used in accordance with this EULA and the Documentation; (ii) that has been altered in any way by User or any third party, or their employees or agents; (iii) where nonconformities in the AirWatch Software are due to abuse, neglect, or other improper use by User; or (iv) where reported errors or nonconformities cannot be reproduced by AirWatch. The Limited Warranty is not extended in any way by any Enhancement or Update. In the event the AirWatch Software fails to perform in accordance with the Limited Warranty, upon written notice to AirWatch within the Limited Warranty Period, AirWatch shall either (1) use commercially reasonable efforts to repair at its facilities the AirWatch Software; or (2) replace the AirWatch Software, in each case to comply with the Limited Warranty. Replacement or repair of the AirWatch Software during the Limited Warranty Period does not extend the Limited Warranty Period. If, in AirWatch's discretion, AirWatch is unable to correct the defect within a reasonable period, or if neither option (1) nor (2) is commercially feasible, AirWatch may terminate this EULA upon notice to User. The foregoing states User's sole remedies under this Limited Warranty.

**Anti-Virus and Disabling Code Warranty and Remedy.** Airwatch warrants that: (i) it shall use commercially reasonable technical means to detect computer viruses in the AirWatch Software prior to delivery to User; and (ii) at the time of delivery, the AirWatch Software does not contain any virus or software code or any device designed to disable, damage, impair, erase, deactivate or electronically repossess the AirWatch Software. Notwithstanding the foregoing, enabling or license keys which are provided by AirWatch to activate the AirWatch Software or ensure conformance with the license restrictions set forth in this EULA shall and shall not constitute a violation of the warranty set forth in this Section 0. With respect to any alleged breach of the warranty set forth in this Section 0, User's sole and exclusive remedy and AirWatch's sole obligation is to replace all copies of the affected AirWatch Software in the possession of User with copies that do not contain such virus or disabling code.

**Infringement Claims.** AirWatch will defend User and its officers, directors, agents, successors and assigns, at AirWatch's expense, against any third party claims that User's use of the AirWatch Software (not including the Third Party Components) in accordance with the terms of this EULA and the Documentation, infringes or misappropriates the copyright, trademark, trade secret, or patent rights of a third party, and indemnify User against any damages, liabilities, costs and expenses awarded by a court of competent jurisdiction to the third party claiming infringement or the settlement agreed to by AirWatch; provided that: (i) User promptly notifies AirWatch in writing of any such claim, (ii) User permits AirWatch to have sole and exclusive control over the defense of such claim and all negotiations for its settlement or compromise, and (iii) User reasonably cooperates with AirWatch in the defense, settlement or compromise of any such claim.

**Limitations.** AirWatch shall have no liability for any infringement claim arising out of or relating to: (1) any modification of the AirWatch Software by a Person other than AirWatch or its contractors; (2) any use of any AirWatch Software not in accordance with this EULA and the Documentation; (3) User's use of an unsupported version of the AirWatch Software; (4) any use where the infringement would have been avoided by use of all applicable Enhancements and Upgrades made available by AirWatch; or (5) any use of the AirWatch Software in combination with hardware, software or other materials not provided, recommended or authorized by AirWatch, where absent such combination the AirWatch Software would not be the subject of the infringement claim.

**Disruption of Use.** In addition, if the AirWatch Software becomes, or in AirWatch's opinion is likely to become, the subject of an infringement or misappropriation claim that may disrupt User's use of the AirWatch Software, AirWatch may, at its own expense and option, elect to either: (1) procure the right for User to continue using the AirWatch Software in accordance with the provisions of this EULA; (2) make such alterations, modifications or adjustments to the AirWatch Software so that the infringing AirWatch Software become non-infringing without incurring a material diminution in performance or function; (3) replace the AirWatch Software with a non-infringing substantially similar substitute; or (4) if neither (1), (2) nor (3) can be achieved after the exercise of commercially reasonable efforts, terminate the license for the affected AirWatch Software and, to the extent that User has prepaid through Vodafone a period of time under a SaaS License, refund to Vodafone such prepaid license payments.

**Disclaimers.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 9, THE AIRWATCH PRODUCTS ARE PROVIDED "AS IS" AND AIRWATCH FURTHER DISCLAIMS THAT THE FUNCTIONS CONTAINED IN THE AIRWATCH SOFTWARE WILL MEET THE REQUIREMENTS OF USER OR THAT THE OPERATION OF THE AIRWATCH SOFTWARE WILL BE ERROR FREE. TO THE EXTENT PERMITTED BY LAW, THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 9 ARE EXCLUSIVE AND THERE ARE NO OTHER WARRANTIES, CONDITIONS OR TERMS, WHETHER EXPRESS OR IMPLIED BY STATUTE, TRADE USAGE OR COURSE OF DEALING OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR TITLE. THE REMEDIES SET FORTH IN THIS SECTION 9 STATE AIRWATCH'S ENTIRE LIABILITY, AND USER'S SOLE REMEDIES, FOR THE WARRANTIES SET FORTH IN THIS SECTION 9. OTHER REPRESENTATIONS OR AFFIRMATIONS OF FACT, INCLUDING BUT NOT LIMITED TO, STATEMENTS REGARDING PERFORMANCE OF THE AIRWATCH PRODUCTS NOT CONTAINED IN THIS EULA, SHALL NOT BE BINDING ON AIRWATCH. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS IN THIS SECTION 0, AIRWATCH DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE USE OF THE AIRWATCH PRODUCTS IN ANY CRITICAL APPLICATIONS.

**Limitation of Liability.** OTHER THAN LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM AIRWATCH'S NEGLIGENCE AND EXCEPT FOR BREACHES OF SECTIONS 0 (LICENSE RESTRICTIONS) OR 0 (CONFIDENTIALITY AND PROPRIETARY RIGHTS) OR CLAIMS UNDER SECTION 0 (INDEMNITY), NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS, REVENUE, DATA, OR DATA USE. AIRWATCH'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS EULA, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE LICENSE FEES PAID BY USER IN THE LAST TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, LESS ALL PAYMENTS MADE OF OTHER CLAIMS SUBJECT TO THIS LIMITATION UNDER THIS AGREEMENT.

**Applicability.** THE LIMITED WARRANTIES, DISCLAIMERS, AND LIMITATIONS OF LIABILITY SET FORTH IN SECTIONS 0, 0, 9, 10, AND 11 SHALL BE APPLICABLE TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**Data Charges.** User understands and acknowledges that the use of the AirWatch Products with mobile devices results in the transmission of data to and from the mobile device and that such transmission of data to and from the Devices could result in additional carrier or service provider charges to User or its officers, directors, employees, contractors, representatives, and agents, including roaming charges. AIRWATCH DISCLAIMS ANY LIABILITY FOR, IS NOT RESPONSIBLE FOR, AND SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS USER FROM ANY CARRIER OR INTERNET SERVICE PROVIDER DATA COSTS OR LOSSES, DAMAGES, JUDGMENTS, COSTS AND EXPENSES OF ANY KIND INCURRED BY USER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AND AGENTS IN CONNECTION WITH THE USAGE OF THE AIRWATCH PRODUCTS, EXCEPT TO THE EXTENT CAUSED BY THE GROSSLY NEGLIGENT ACTS OR INTENTIONAL MISCONDUCT OF AIRWATCH.

**Privacy Matters.** User acknowledges and understands that the AirWatch Software includes capabilities that could be improperly used by User or User's employees or contractors to violate the privacy rights of individual users of Devices though such functions as the remote access and control of Devices or GPS tracking of Devices. User agrees to provide appropriate notification to individual users of Devices regarding privacy matters. AIRWATCH DISCLAIMS ANY LIABILITY FOR, IS NOT RESPONSIBLE FOR, AND SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS USER FROM ANY LOSSES, DAMAGES, JUDGMENTS, COSTS AND EXPENSES RELATED TO ANY IMPROPER USE OR VIOLATION OF PRIVACY RIGHTS RESULTING FROM THE USE OR MISUSE OF THE AIRWATCH SOFTWARE, EXCEPT TO THE EXTENT CAUSED BY THE GROSSLY NEGLIGENT ACTS OR INTENTIONAL MISCONDUCT OF AIRWATCH.

**Indemnity.** User shall indemnify and hold harmless, and at the respective option of AirWatch defend, AirWatch and its respective affiliates, officers, directors, employees, contractors, agents, successors and assigns from and against any and all claims, losses, damages, judgments, costs and expenses, including attorneys' fees, incurred directly or indirectly by AirWatch or its respective affiliates, officers, directors, employees, agents, successors and assigns arising out of or relating to: (i) User's violation of Sections 0 or 0 of this EULA, (ii) any negligent acts or intentional misconduct of User, (iii) excess data charges to User or its officers, directors, employees, representative, agents, and contractors, and/or (iv) allegations by User's officers, directors, employees, representatives, agents, and contractors related to privacy matters.

#### **Term and Termination.**

**Term and Termination.** This EULA will commence on the Effective Date and will continue until the date it is terminated in accordance with the terms herein. Either Party will have the right to terminate this EULA at any time, effective upon sixty (60) days written notice of termination to the other Party.

**User Termination.** User may terminate this EULA in the event of a material breach by AirWatch of this EULA that is unremedied for a reasonable period of time of no less than fifteen (15) days after receipt of written notice by AirWatch.

**AirWatch Termination.** AirWatch may terminate the EULA and the relevant SaaS License under this EULA (i) if User (as to Vodafone) or Vodafone (as to AirWatch) ceases or is delinquent in making payments of any applicable license fees for a period of thirty (30) days after notification of such delinquency, (ii) in the event of a material breach of this EULA by User that is unremedied for a period of fifteen (15) days after receipt of written notice by User, (iii) immediately without prior notice if User breaches Sections 0 (License Restrictions), 0 (Confidentiality and Proprietary Rights), or 0 (Assignment), or (iv) if User files for protection under bankruptcy laws, including the appointment of a receiver or trustee or similar action indicating insolvency.

**Effect of Termination.** Upon the termination of this EULA for any reason whatsoever, any SaaS License will automatically and immediately cease; and User will immediately cease and desist from all use of the AirWatch Products in any way and, within ten (10) days after the effective date of expiration or termination deliver to AirWatch or its duly authorized representative, or certify to AirWatch's satisfaction that it has destroyed, all copies (in any form or format) of the AirWatch Products.

**Survival.** The provisions of this EULA that by their sense and context are intended to survive termination of this EULA, will so survive the termination of this EULA, including without limitation Sections 0, 0, 4, 5, 0, 0, 0, 9.4, 9.5, 10, 11, 12, 0, 0, and 6.

**Notices.** Except as otherwise provided herein, all notices, consents, requests, instructions, approvals, and other communications made, required, or permitted under this EULA will be given by (i) personal service (notice deemed effective on date delivered); (ii) recognized international or overnight courier (notice deemed effective on date delivered) to the Parties at their registered, principal business headquarters' addresses.

**Audits.** AirWatch may, from time to time and at its expense, remotely run license reports to determine the number of SaaS Licenses being used by User and to verify compliance with Section 0 (License Restrictions). Additionally, at AirWatch's expense, AirWatch (or its authorized representative) will be entitled to carry out an annual audit at a mutually agreeable date and time to ensure User's compliance with the terms and restrictions of this EULA. User agrees to provide all reasonable assistance while AirWatch or its authorized representative conducts such annual audits.

#### **General Provisions.**

**Acceptance of the EULA.** User's acceptance of this EULA and agreement to its terms and conditions shall be indicated by any one or more of the following actions by User:

*Execution.* Execution this EULA by physical or electronic means;

*Vodafone Order.* Execution or acceptance of a Vodafone order agreement by physical or electronic means;

*Click through.* If the EULA is presented electronically, clicking to accept or agree to the EULA; or

*Use.* Use of the AirWatch Products.

#### **Governing Law.**

Within countries that are a member-state of the European Union, a member-state of the European Free Trade Area, otherwise located in any other area of Europe, or the Republic of South Africa, the validity of this EULA, its interpretation, the respective rights and obligations of the Parties, and all other matters arising in any way out of it or its expiration or earlier termination for any reason shall be determined by the substantive law, excluding the private international law rules, of England and Wales and the venue shall be the Courts of England.

Within the Middle-East, all matters shall be finally resolved by, arbitration in accordance with the rules of The Gulf Cooperative Council ("GCC") Arbitration Charter ("Rules"), which Rules are deemed to be incorporated by reference in this Section. The number of arbitrators shall be three (3), to be appointed in accordance with the Rules. The place of arbitration shall be Commercial Arbitration Center in Bahrain.

Outside Europe, the Middle-East and Africa, the applicable law shall be the law of the State of Georgia, USA.

An action at law under this EULA may only be brought before a court of appropriate jurisdiction in the country whose law governs this EULA as above.

**Export Laws.** The AirWatch Products are subject to United States export control laws and regulations and may be subject to export or import regulations in other countries. These laws and regulations include licensing requirements and restrictions on destinations, end users, and end use. User agrees to comply with all domestic and international export and import laws and regulations that apply to the AirWatch Products and acknowledge that User has the responsibility to obtain any and all necessary licenses to export, re-export, or import the AirWatch Products. More specifically, User covenants that it shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any AirWatch Software, Software, source code, or technology (including products derived from or based on such technology) received from AirWatch under this EULA to any other person, entity, or destination prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

**Publicity.** AirWatch may use the name and/or logo of User in a list of customers used in marketing materials until requested to cease this use by User. Within forty-five (45) days of signing this EULA AirWatch may publish a press release announcing the acquisition of User as a customer, provided User has an opportunity to review and approve the press release.

**Non-Waiver.** The failure of either Party to require the performance by the other Party of any provision hereof will not constitute a waiver of that provision or the required performance. The waiver by either Party of any breach of any provision of this EULA will only be valid if given in an executed written instrument and any such waiver will not constitute a waiver as to any subsequent breach or continuation of the same breach.

**Assignment.** This EULA, including any rights, licenses or obligations under this EULA, may not be assigned or otherwise transferred (whether by operation of law, merger, reorganization or otherwise) by User to any other Person without the prior written consent of AirWatch and any attempt to do so in violation of the terms hereof shall be null and void.

**Headings.** Headings are used in this EULA for convenience only and shall not affect any construction or interpretation of this EULA.

**Language.** In the event that AirWatch or another party has provided User with a translation of this EULA from the English language to another language, User agrees that such translation is provided for convenience only; that the English language version of this EULA govern the relationship between AirWatch and User; and, if there is any contradiction between what the English language version of this EULA and the such translation, the English language version shall take precedence. All disputes arising under this EULA shall be resolved in the English language.

**Further Assurances.** Both Parties covenant and agree that, subsequent to the execution of this EULA and without any additional consideration, th Parties will execute and deliver any further legal instruments and perform acts which are or may become necessary to effectuate the purpose of this EULA.

**Entire Agreement.** This EULA constitutes the entire agreement between the Parties with respect to the subject matter hereof. This EULA supersedes and replaces all prior understandings, negotiations, commitments, representations and agreements of the Parties relating to the subject matter hereof. AirWatch's agreement to provide the AirWatch Products to User is expressly conditioned upon the application of the terms and conditions included in this EULA to such transaction. If any term of this EULA is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this EULA. Any modification or amendment to this EULA will be effective only once the modification or amendment is reduced to writing and executed by authorized representatives of both Parties.

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AIRWATCH PERPETUAL LICENCE EULA



**EMEA End User License Agreement**

Perpetual License

Intending to be fully bound by the terms and conditions of this End User License Agreement (the "EULA"), the Parties hereto have physically or electronically executed this EULA.

**User:** Click here to enter text.

**AirWatch UK Limited**

\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Authorized Signature Date

Click here to enter text. Click here to enter text.  
Print Name Title

\_\_\_\_\_  
Print Name Title  
(AW Legal approval not required before execution)

In consideration of the mutual covenants herein expressed, and other true and valuable consideration, the receipt and adequacy of which is hereby acknowledged, effective as of the date of acceptance of the EULA pursuant to Section 0 (the "Effective Date"), the Parties hereto hereby agree as follows:

**Definitions.** Except as otherwise defined herein, the following capitalized terms have the meaning set forth below:

"AirWatch" means AirWatch UK Limited.

"AirWatch Agent" means the components of AirWatch's proprietary AirWatch™ software that are placed on Devices and allow communication and control functions between the Device and the AirWatch Console.

"AirWatch Appliance" means a computer hardware appliance on which the AirWatch Console is loaded and which can support up to a recommended 2,000 deployed Devices using the AirWatch Software.

"AirWatch Console" means the components of AirWatch's proprietary AirWatch™ software that are placed on a customer's servers or hosted on behalf of customers that allow communication and control functions with Mobile Devices and Equipment.

"AirWatch Managed Node Component" means the components of AirWatch's proprietary AirWatch™ software that allow communication and control functions with the Managed Nodes.

"AirWatch Products" mean the AirWatch Software, Enhancements, Updates and Documentation.

"AirWatch Software" means (i) the object code version of AirWatch's proprietary AirWatch™ Software that provides mobile device management and wireless local area network (WLAN) management, including the Third Party Components, which consists of the AirWatch Agent, AirWatch Console, and AirWatch Managed Node Component and (ii) any Updates or Enhancements made available to User pursuant to any Maintenance and Support purchased by User.

"Applicable Law" means the relevant data protection and privacy law to which User is subject.

"APNs" means the Apple Push Notification service (APNs) which is used to allow the AirWatch Software to securely communicate with Apple Devices over-the-air.

"APNs Certificate" means the certificate required by and acquired directly from Apple allowing the use of the APNs and creating a relationship with Apple's iOS Development Enterprise Program.

"Apple" means Apple Inc.

"Customer Personal Data" means the Personal Data provided to AirWatch by User relating to End Users in order to configure those End Users for the AirWatch Products, namely mobile phone number, email address, device and model of phone, as well as the device management data, namely that information which are collected by the Product from the End User's device for example, the applications the End User has downloaded to the device on which the Product is being run.

"Delivery Date" means, as the case may be, (i) the date the applicable AirWatch Software is made available for download by User from AirWatch's website and AirWatch delivers to User the license keys therefor or (ii), where User is not hosting the AirWatch Software on its own servers, the first date on which User first logs in to the AirWatch Software.

“**Device**” or “**Devices**” means User’s Mobile Device(s) and/or Equipment, all as reflected in User’s Vodafone Order.

“**Documentation**” means all materials supplied or made available by AirWatch, whether in printed or online form or on magnetic tape or other media, that explain or facilitate the use of the AirWatch Software, which may include, without limitation, sample code, users’ manuals, standard operational manuals or instructions, training materials, flow charts, logic diagrams, system manuals, programming manuals, and modification manuals.

“**End User**” means any Person who has used the Services.

“**Enhancements**” means any revision, error correction, change, amendment or modification to the relevant AirWatch Software, to the extent such are made available by Airwatch (in its sole discretion) to similarly situated licensees.

“**Equipment**” means User’s equipment to be monitored by the AirWatch Software.

“**iOS**” means Apple’s mobile operating system that supports Apple’s mobile devices including iPhones and iPads.

“**Law Enforcement Authority**” means a law enforcement authority, governmental agency and other authority responsible for safeguarding national security, defence or the prevention, investigation, detection and prosecution of crime.

“**Maintenance and Support**” means, unless otherwise indicated, the following services provided by AirWatch to customers who are current on their fees for Maintenance and Support: (i) Updates provided to other customers of the AirWatch Products; (ii) Enhancements provided to other customers of the AirWatch Products; and (iii) correction of reported bugs, defects or errors in the AirWatch Software.

“**Managed Node**” means any Device that is to be monitored and managed by the AirWatch Software on which the AirWatch Agent will not be installed.

“**Mobile Device**” or “**Mobile Devices**” means User’s mobile device(s) and smartphone(s) to be monitored and managed by the AirWatch Software, whether owned by User or by User’s officers, directors, employees, contractors, representatives, or agents.

“**Party**” means either AirWatch or User and “**Parties**” means both AirWatch and User.

“**Person**” means a natural person, and any corporation, partnership, limited liability company, or other legal entity.

“**Personal Data**” means any information relating to an identified or identifiable natural person (“data subject”); an identifiable person meaning one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his / her physical, physiological, mental, economic, cultural or social identity) and any equivalent definition in the Applicable Law.

“**Privacy Authority**” means the relevant supervisory authority with responsibility for privacy or data protection matters in England.

“**Process, Processing or Processed**” means any operation or set of operations which is performed upon Customer Personal Data whether or not by automatic means, including collecting, recording, organising, storing, adapting or altering, retrieving, consulting, using, disclosing, making available, aligning, combining, blocking, erasing and destroying Personal Data) and any equivalent definitions in the Applicable Law.

“**Services**” means the Services set out in the accompanying Vodafone Order.

“**Software**” means a machine-readable, object code form only, computer program or compilation of data that is fixed in any tangible medium of expression, or any storage medium form which the program may be perceived, reproduced or otherwise communicated, only with the aid of a machine or device.

“**Third Party Components**” means any software provided as part of the AirWatch Software that is owned by one or more third parties and licensed to AirWatch.

“**Updates**” mean new releases and updates of the AirWatch Software generally made available by AirWatch containing substantial new features and functions of performance, *provided, however*, Updates shall not include new versions of the AirWatch Software or separate products which AirWatch offers only for an additional fee to its customers generally, including those customers purchasing Maintenance and Support.

“**User**” means the Party executing this EULA as User on page 1 of this EULA.

“**Vodafone**” means Vodafone Procurement Company S.à r.l. and its authorized companies and partners authorized to offer licenses to AirWatch Products.

“**Vodafone Order**” means order agreement and accompanying purchase order.

**License Grant.** Only to the extent that User purchases a perpetual license through Vodafone, subject to the terms and conditions set forth in this EULA, AirWatch hereby grants to User a limited, paid-up, perpetual (subject only to a termination pursuant to Section 0), personal, nonexclusive, non-transferable, world-wide license to use the AirWatch Products provided by AirWatch to User solely for the purposes, and subject to the restrictions, expressly set forth herein (the “**Perpetual License**”). The AirWatch Products provided under each Perpetual License include those necessary to manage the Devices. The AirWatch Products may be used or accessed by User for User’s internal use on the Device. The AirWatch Agent is licensed on a per Device basis and may only be used or accessed by User for User’s internal use. The AirWatch Managed Node Component is licensed on a per Managed Node basis and may only be used or accessed by User for User’s internal use as specified in User’s Vodafone agreement. The AirWatch Console may only be used or accessed by User for User’s internal use to monitor the Devices and Managed Nodes. The AirWatch Console may be hosted on an unlimited number of User’s internal servers for no additional fee. This EULA and the Perpetual Licenses only grant User the right to use the AirWatch Products under the terms, conditions, and restrictions specified in this EULA. No other rights, including intellectual property rights of a party, are granted, conveyed or transferred to User, either explicitly or implicitly, except as set forth herein, and all such rights of AirWatch are exclusively reserved to AirWatch.

**License Restrictions.** Each Perpetual License is further subject to the following conditions and restrictions:

User may not copy the AirWatch Products or distribute, install or otherwise provide the AirWatch Products to any Person;

User will use the AirWatch Products solely for User’s own internal business operations in a manner consistent with the use limitations specified or referenced herein or in the relevant Vodafone Order;

User will use the AirWatch Products only in accordance with all applicable laws and regulations;

User shall only use the AirWatch Products as specified or referenced in the Documentation and shall use the Documentation solely for supporting its authorized use of the AirWatch Products;

User may not assign, sublicense, transfer, lease, rent, sell, or share with or to any other Person (i) the AirWatch Products; (ii) any use or application of the AirWatch Products; or (iii) User’s rights under this EULA;

User may not modify, adapt, translate, duplicate (except as expressly set forth in this EULA), disassemble, reverse assemble, reverse compile, or reverse engineer, or take similar action with respect to the AirWatch Software for any purpose (save as allowed by relevant law), or otherwise attempt to discover the underlying source code of the AirWatch Software, for any purpose;

User or any third party acting on their behalf, may not and may not allow others to create any derivative works based upon the AirWatch Products;

User may not use the AirWatch Software, and will ensure that the AirWatch Software is not used, in any application involving life support systems or the life support market, medical applications, critical care applications, connections to implanted medical devices, commercial transportation or aviation, nuclear facilities or systems or any other applications where product failure could lead to injury to persons, loss of life or severe property or environmental damage (“**Critical Applications**”) and

To the extent that User is using the AirWatch Products to manage Devices running on iOS, User must have its own APNs Certificate and its own relationship with Apple’s iOS Development Enterprise Program and, under no circumstances, will User use the AirWatch Products with the APNs Certificate of any other Person.

#### **Maintenance and Support.**

##### **Discontinuance of Service.**

AirWatch may discontinue Maintenance and Support for any Perpetual License: (i) for any superseded versions of the AirWatch Products upon ninety (90) days notice to User; (ii) upon thirty (30) days notice to User if AirWatch Products are dependent on Third Party Components or third party hardware components that are no longer supported by their developer or manufacturer; (iii) upon thirty (30) days notice to User in the event of any unauthorized use of, or modifications, alterations or changes to, the AirWatch Products by User or its designee; or (iv) immediately, in AirWatch’s discretion if (a) following the expiration of the Warranty



Period, the AirWatch Software, as provided by AirWatch to User under this EULA, fails substantially conform, in all material respects, to the specifications described in the Documentation and (b) the nonconformance cannot be corrected by commercially reasonable efforts to develop appropriate bug fixes, Updates, or Enhancements.

AirWatch may stop providing Updates for any Third Party Component at any time and without providing User any refund or other remedy whatsoever if such Third Party Components are no longer supported by their third party licensor, or if AirWatch determines that such actions are requested or required by the third party licensor of such Third Party Component.

**Disclaimers.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 0, THE MAINTENANCE AND SUPPORT ARE PROVIDED "AS IS" AND AIRWATCH FURTHER DISCLAIMS THAT THE MAINTENANCE AND SUPPORT WILL MEET THE REQUIREMENTS OF USER OR THAT THE OPERATION OF THE MAINTENANCE AND SUPPORT WILL BE ERROR FREE. TO THE EXTENT PERMITTED BY LAW, THE LIMITATIONS SET FORTH IN THIS SECTION 4 ARE EXCLUSIVE AND THERE ARE NO OTHER WARRANTIES, CONDITIONS, OR TERMS, WHETHER EXPRESS OR IMPLIED BY STATUTE, TRADE USAGE OR COURSE OF DEALING OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR TITLE. THE REMEDIES SET FORTH IN THIS SECTION 0 STATE AIRWATCH'S ENTIRE LIABILITY, AND USER'S SOLE REMEDIES, FOR ANY CLAIMS RELATED TO THE MAINTENANCE AND SUPPORT. OTHER REPRESENTATIONS OR AFFIRMATIONS OF FACT, INCLUDING BUT NOT LIMITED TO, STATEMENTS REGARDING PERFORMANCE OF THE MAINTENANCE AND SUPPORT NOT CONTAINED IN THIS EULA, SHALL NOT BE BINDING ON AIRWATCH.

**AirWatch Appliance.** If User has agreed to purchase an AirWatch Appliance, AirWatch will provide the AirWatch Appliance to User with the number of pre-loaded Device licenses. Without expanding the Limited Warranty (as defined in Section 0) AirWatch warrants only that the AirWatch Software will operate on the AirWatch Appliance (the "Appliance Limited Warranty") for the one (1) year period following the Delivery Date of the AirWatch Software to User (the "Appliance Limited Warranty Period"). In the event the AirWatch Appliance fails to operate with the AirWatch Software during the Appliance Limited Warranty Period, upon written notice to AirWatch within the Appliance Limited Warranty Period, AirWatch shall either (i) use its reasonable efforts to repair at its facilities the AirWatch Appliance; or (ii) replace the AirWatch Appliance. Replacement or repair of the AirWatch Appliance during the Appliance Limited Warranty Period does not extend the Appliance Limited Warranty Period. The foregoing remedies state User's sole remedy with respect to the operation or operability of the AirWatch Appliance under the Appliance Limited Warranty. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 0, THE AIRWATCH APPLIANCE IS PROVIDED "AS IS" AND AIRWATCH FURTHER DISCLAIMS THAT THE OPERATION OR OPERABILITY OF THE AIRWATCH APPLIANCE WILL BE ERROR FREE. TO THE EXTENT PERMITTED BY LAW, THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 0 ARE EXCLUSIVE AND THERE ARE NO OTHER WARRANTIES, CONDITIONS OR TERMS, WHETHER EXPRESS OR IMPLIED BY STATUTE, TRADE USAGE OR COURSE OF DEALING OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR TITLE. THE REMEDIES SET FORTH IN THIS SECTION 0 STATE AIRWATCH'S ENTIRE LIABILITY, AND USER'S SOLE REMEDIES, FOR THE WARRANTIES SET FORTH IN THIS SECTION 0. WITHOUT LIMITING THE FOREGOING, AIRWATCH SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS USER FROM AND AGAINST ANY OR ALL DAMAGES AND COST INCURRED BY USER ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR THE VIOLATION OF COPYRIGHTS BY THE AIRWATCH APPLIANCE. OTHER REPRESENTATIONS OR AFFIRMATIONS OF FACT, INCLUDING BUT NOT LIMITED TO, STATEMENTS REGARDING PERFORMANCE OF THE AIRWATCH PRODUCTS NOT CONTAINED IN THIS EULA, SHALL NOT BE BINDING ON AIRWATCH.

#### **User Payment Obligations.**

**Payments.** User agrees to pay to AirWatch the Perpetual License fees, the Maintenance and Support fees, the AirWatch Appliance fees (if any), and such other fees as set forth in its Vodafone Order (collectively, the "Fees"). Any fees and charges referred to herein are exclusive of taxes. With the exception of franchise taxes and taxes based upon the net income of AirWatch or Vodafone, all VAT or other taxes imposed by government agencies, whether based upon the AirWatch Products, services, their use, or this EULA (including sales and use taxes) are an additional obligation of User.

#### **Confidentiality and Proprietary Rights.**

**Confidential Information.** User acknowledges that the AirWatch Products and any other confidential or proprietary information of AirWatch provided to User hereunder comprise confidential or proprietary information of AirWatch (collectively, "Confidential Information"). User will not use, disclose or permit any Person access to any Confidential Information, except as expressly permitted herein. User agrees to use reasonable efforts to protect the confidential or proprietary nature of such Confidential Information, using at least the same degree of care it utilizes for the protection of its own strictly confidential and proprietary information. The obligations under this EULA will continue with respect to Confidential Information for a period of seven (7) years after the termination of this EULA. All Confidential Information, except as may be embodied in AirWatch Products under an unrevoked Perpetual License, will be returned to AirWatch within ten (10) days of the termination of this EULA, or on AirWatch's request, destroy or erase all copies thereof and so certify to AirWatch in writing signed by an officer of User. The disclosure prohibitions set forth in this Section 0 will not apply to information which User can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of User; (c) was rightfully obtained by User from a third party without breach of any confidentiality obligation; or (d) is independently developed by employees or contractors of User who had no access to the Confidential Information. The foregoing obligations will not restrict User from disclosing Confidential Information pursuant to the order or requirement of a court, administrative agency or other governmental body, provided that User gives reasonable written notice to AirWatch to enable AirWatch to seek a protective or equivalent order to avert disclosure.

**Title.** User acknowledges that the AirWatch Products, any derivative works thereof, and all AirWatch copyrights, names, trademarks, trade names, service marks or any other identifying characteristics are proprietary intellectual property of significant value and goodwill to AirWatch (the "AirWatch IP"). This EULA only grants User the right to use the AirWatch IP under the terms and restrictions specified in this EULA. User does not, and will not, acquire any other right, title or interest in any AirWatch IP, which will at all times remain the exclusive property of AirWatch or the applicable third party licensor. User will not remove, suppress or modify in any way any proprietary marking which is on or in the AirWatch Products, which is visible during their operation, or which is on any media supplied with the AirWatch Products, except where expressly allowed. User will incorporate such proprietary markings in any back-up copies made of the AirWatch Products. User acknowledges and agrees that AirWatch shall be the sole owner of any Enhancements, Updates, or new version of the AirWatch Products that are developed by AirWatch during the term of this EULA and thereafter, including, without limitation, any Enhancements, Updates, modifications, or versions that are developed by AirWatch for User or in response to User's requests, suggestions, or ideas. During the term of this EULA and thereafter, User shall not assert the invalidity of the AirWatch IP, or contest AirWatch's right, title or interest therein and thereto, and User shall not cause, influence, or assist in any manner whatsoever, any other Person to make any such assertions or contest.

**Disputes.** User acknowledges and agrees that any breach by it of this Section 0 may give rise to irreparable harm to AirWatch for which the granting of monetary damages would be an inadequate remedy. User therefore acknowledges and agrees that if it breaches any provision of this Section 0, AirWatch shall be entitled, in addition to all other available remedies, to seek interlocutory, interim and permanent injunctions or other appropriate orders to restrain any continued breach of these guidelines without having to prove that actual damage has been sustained by AirWatch.

#### **Data Protection**

For the purposes of delivering the Services, AirWatch are appointed by User to Process such User Personal Data solely on behalf of User as is necessary to provide the Services, and as set out in this Perpetual License.

AirWatch warrant and undertake in respect of all User Personal Data that AirWatch Process on behalf of User and that at all times:

AirWatch maintain and shall continue to maintain appropriate and sufficient technical and organisational security measures to protect such User Personal Data against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorised disclosure or access, in particular where the Processing involves the transmission of data over a network, and against all other unlawful forms of Processing; and

Upon termination of this agreement, the User Personal Data shall be deleted or otherwise purged from all relevant systems except as otherwise instructed by User.

The Processing carried out under or in connection with this agreement shall be carried out in the context of the activities of one or more of AirWatch's establishments.

User acknowledges that for the purposes of this Perpetual License, AirWatch may have sub-contracted the Processing of Customer Personal Data to another entity ("Sub-Processor") and furthermore that AirWatch will have imposed legally binding contract terms substantially the same as those contained in this Perpetual License on that Sub-Processor.

AirWatch acknowledge and agree that AirWatch shall remain liable to User for any breach of the terms of this Perpetual License by any Sub-Processor and other subsequent third party processors appointed by AirWatch.

AirWatch agree that that data or information will only be used or disclosed for the following purposes: (i) to implement and deliver the features and services associated with the normal use of the Software; (ii) to diagnose problems, provide customer support and maintain and enhance the Software; (iii) to monitor User's compliance with the license; (iv) as pre-approved by User and notified by User to the End Users; and (v) as required by law.

User acknowledges and agrees that AirWatch may receive legally binding demands from a Law Enforcement Authority for the disclosure of, or other assistance in respect of, User Personal Data, or be required by law, court order, warrant, subpoena, or other legal judicial process to disclose any User Personal Data to any person other than User and that Airwatch will not be in breach of this Perpetual License for complying with such obligations to the extent legally bound. AirWatch shall notify User as soon as reasonably possible of any such demand unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation.

User warrants that in respect of all User Personal Data processed during the course of this Perpetual License, it shall notify each End User of the nature of the User Personal Data processed and the purposes for which that User Personal Data are to be processed.

#### **Limited Warranties; Remedies; Disclaimer of Warranty.**

**Limited Software Warranty and Remedy.** In connection with the Perpetual License granted hereunder, AirWatch warrants that the AirWatch Software, as provided by AirWatch to User under this EULA, will substantially conform, in all material respects, to the specifications described in the Documentation (the "**Limited Warranty**") for the ninety (90) day period following the Delivery Date of the AirWatch Software to User ("**Limited Warranty Period**"). The Limited Warranty does not cover any AirWatch Software: (i) that is not used in accordance with this EULA and the Documentation; (ii) that has been altered in any way by User or any third party, or their employees or agents; (iii) where defects in the AirWatch Software is due to accident, abuse, neglect or improper use by User; or (iv) if reported errors or nonconformities cannot be reproduced by AirWatch. The Limited Warranty Period is not extended in any way by any Enhancement or Update. In the event the AirWatch Software fails to perform in accordance with the Limited Warranty, upon written notice to AirWatch within the Limited Warranty Period, AirWatch shall either (1) use its reasonable efforts to repair at its facilities the AirWatch Software; or (2) replace the AirWatch Software, in each case to comply with the Warranty. Replacement or repair of the AirWatch Software during the Limited Warranty Period does not extend the Limited Warranty Period. If, in AirWatch's discretion, AirWatch is unable to correct the defect within a reasonable period, or if neither option (1) nor (2) is commercially feasible, AirWatch may terminate this EULA upon notice to User. The foregoing states User's sole remedy under this Limited Warranty.

**Anti-Virus and Disabling Code Warranty and Remedy.** Airwatch warrants that: (i) it shall use commercially reasonable technical means to detect computer viruses in the AirWatch Software prior to delivery to User; and (ii) at the time of delivery, the AirWatch Software does not contain any virus or software code or any device designed to disable, damage, impair, erase, deactivate or electronically repossess the AirWatch Software. Notwithstanding the foregoing, enabling or license keys which are provided by AirWatch to activate the AirWatch Software or ensure conformance with the license restrictions set forth in this EULA shall and shall not constitute a violation of the warranty set forth in this Section 0. With respect to any alleged breach of the warranty set forth in this Section 0, AirWatch's sole obligation is to replace all copies of the affected AirWatch Software in the possession of User with copies that do not contain such virus or disabling code.

**Infringement Claims.** AirWatch will defend User and its officers, directors, agents, successors and assigns, at AirWatch's expense, against any claims that User's use of the AirWatch Software (not including the Third Party Components) in accordance with the terms of this EULA and the Documentation, infringes or misappropriates the copyright, trademark, trade secret, or patent rights of a third party, and indemnify User against any damages, liabilities, costs and expenses awarded by a court of competent jurisdiction to the third party claiming infringement or the settlement agreed to by AirWatch; provided that: (i) User promptly notifies AirWatch in writing of any such claim, (ii) User permits AirWatch to have sole and exclusive control over the defense of such claim and all negotiations for its settlement or compromise, and (iii) User reasonably cooperates with AirWatch in the defense, settlement or compromise of any such claim.

**Limitations.** AirWatch shall have no liability for any infringement claim arising out of or relating to: (1) any modification of the AirWatch Software by a Person other than AirWatch or its contractors; (2) any use of any AirWatch Software not in accordance with this EULA and the Documentation; (3) User's use of an unsupported version of the AirWatch Software; (4) any use where the infringement would have been avoided by use of all applicable Enhancements and Upgrades made available by AirWatch; or (5) any use of the AirWatch Software in combination with hardware, software or other materials not provided, recommended or authorized by AirWatch, where absent such combination the AirWatch Software would not be the subject of the infringement claim.

**Disruption of Use.** In addition, if the AirWatch Software becomes, or in AirWatch's opinion is likely to become, the subject of an infringement or misappropriation claim that may disrupt User's use of the AirWatch Software, AirWatch may, at its own expense and option, elect to either: (1) procure the right for User to continue using the AirWatch Software in accordance with the provisions of this EULA; (2) make such alterations, modifications or adjustments to the AirWatch Software so that the infringing AirWatch Software become non-infringing without incurring a material diminution in performance or function; (3) replace the AirWatch Software with a non-infringing substantially similar substitute; or (4) if neither (1), (2) nor (3) can be achieved after the exercise of commercially reasonable efforts, (i) terminate the license for the affected AirWatch Software and refund to Vodafone all amounts paid through Vodafone on behalf of User to AirWatch as license fees with respect to the affected AirWatch Software, less an amount equal to depreciation of such license fees calculated on a three-year, straight-line basis from the Delivery Date, and (ii) a pro rata portion of any prepaid Maintenance and Support fees for the then-current annual Maintenance and Support period.

**Disclaimers.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 9, THE AIRWATCH PRODUCTS ARE PROVIDED "AS IS" AND AIRWATCH FURTHER DISCLAIMS THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET THE REQUIREMENTS OF USER OR THAT THE OPERATION OF THE SOFTWARE WILL BE ERROR FREE. TO THE EXTENT PERMITTED BY LAW, THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 9 ARE EXCLUSIVE AND THERE ARE NO OTHER WARRANTIES, CONDITIONS OR TERMS, WHETHER EXPRESS OR IMPLIED BY STATUTE, TRADE USAGE OR COURSE OF DEALING OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE. THE REMEDIES SET FORTH IN THIS SECTION 9 STATE AIRWATCH'S ENTIRE LIABILITY, AND USER'S SOLE REMEDIES, FOR THE WARRANTIES SET FORTH IN THIS SECTION 9. WITHOUT LIMITING THE

GENERALLY OF THE DISCLAIMERS IN THIS SECTION 9.4, AIRWATCH DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE USE OF THE AIRWATCH PRODUCTS IN ANY CRITICAL APPLICATIONS.

**Limitation of Liability.** OTHER THAN LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM AIRWATCH'S NEGLIGENCE AND EXCEPT FOR BREACHES OF SECTIONS 0 (LICENSE RESTRICTIONS) OR 0 (CONFIDENTIALITY AND PROPRIETARY RIGHTS) OR CLAIMS UNDER SECTION 0 (INDEMNITY), NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS, REVENUE, DATA, OR DATA USE, EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. AIRWATCH'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS EULA, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE GREATER OF THE INITIAL LICENSE FEES PAID TO AIRWATCH BY USER OR THE LICENSE FEES PAID TO AIRWATCH BY USER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, LESS ALL PAYMENTS MADE OF OTHER CLAIMS SUBJECT TO THIS LIMITATION UNDER THIS EULA.

**Applicability.** THE LIMITED WARRANTIES, DISCLAIMERS, AND LIMITATIONS OF LIABILITY SET FORTH IN SECTIONS 0, 0, 9, 0, AND 0 SHALL BE APPLICABLE TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**Data Charges.** User understands and acknowledges that the use of the AirWatch Products with mobile devices results in the transmission of data to and from the mobile device and that such transmission of data to and from the Devices could result in additional carrier or service provider charges to User or its officers, directors, employees, contractors, representatives, and agents, including roaming charges. AIRWATCH DISCLAIMS ANY LIABILITY FOR, IS NOT RESPONSIBLE FOR, AND SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS USER FROM AND AGAINST ANY CARRIER OR INTERNET SERVICE PROVIDER DATA COSTS OR LOSSES, DAMAGES, JUDGMENTS, COSTS AND EXPENSES OF ANY KIND INCURRED BY USER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AND AGENTS IN CONNECTION WITH THE USAGE OF THE AIRWATCH PRODUCTS, EXCEPT TO THE EXTENT CAUSED BY THE GROSSLY NEGLIGENT ACTS OR INTENTIONAL MISCONDUCT OF AIRWATCH.

**Privacy Matters.** User acknowledges and understands that the AirWatch Software includes capabilities that could be improperly used by User or User's employees or contractors to violate the privacy rights of individual users of Devices though such functions as the remote access and control of Devices or GPS tracking of Devices. User agrees to provide appropriate notification to individual users of Devices regarding privacy matters. AIRWATCH DISCLAIMS ANY LIABILITY FOR, IS NOT RESPONSIBLE FOR, AND SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS USER FROM AND AGAINST ANY LOSSES, DAMAGES, JUDGMENTS, COSTS AND EXPENSES RELATED TO ANY IMPROPER USE OR VIOLATION OF PRIVACY RIGHTS RESULTING FROM THE USE OR MISUSE OF THE SOFTWARE, EXCEPT TO THE EXTENT CAUSED BY THE GROSSLY NEGLIGENT ACTS OR INTENTIONAL MISCONDUCT OF AIRWATCH.

**Indemnity.** User shall indemnify and hold harmless, and at the respective option of AirWatch defend, AirWatch and its respective affiliates, officers, directors, employees, contractors, agents, successors and assigns from and against any and all claims, losses, damages, judgments, costs and expenses, including attorneys' fees, incurred directly or indirectly by AirWatch or its respective affiliates, officers, directors, employees, agents, successors and assigns arising out of or relating to: (i) User's violation of Sections 0, or 0 of this EULA, (ii) any negligent acts or intentional misconduct of User, (iii) excess data charges to User or its officers, directors, employees, representative, agents, and contractors, and/or (iv) allegations by User's officers, directors, employees, representatives, agents, and contractors related to privacy matters.

#### **Term and Termination.**

**Term and Termination.** This EULA will commence on the Effective Date and will continue until the date it is terminated in accordance with the terms herein. Either Party will have the right to terminate this EULA at any time, effective upon ninety (90) days written notice of termination to the other Party.

**User Termination.** User may terminate this EULA in the event of a material breach by AirWatch of this EULA that is unremedied for a reasonable period of time of no less than thirty (30) days after receipt of written notice by AirWatch.

**AirWatch Termination.** AirWatch may terminate the EULA and the relevant Perpetual License under this EULA (i) if User (as to Vodafone) or Vodafone (as to AirWatch) is delinquent in making payments of the license fee for a period of thirty (30) days after notification of such delinquency, (ii) in the event of a material breach of this EULA by User that is unremedied for a period of thirty (30) days after receipt of written notice by User, or (iii) immediately without prior notice if User breaches Sections 0 (License Restrictions), 0 (Confidentiality and Proprietary Rights), or 0 (Assignment).

**Effect of Termination.** Upon the termination of this EULA as provided in Section 0, any Perpetual License will automatically and immediately cease; and User will immediately cease and desist from all use of the AirWatch Products in any way and, within ten (10) days after the effective date of expiration or termination deliver to AirWatch or its duly authorized representative, or certify to AirWatch's satisfaction that it has destroyed, all copies (in any form or format) of the AirWatch Products. In respect of terminations under other provisions of this EULA, User shall retain its rights under the Perpetual License, but AirWatch shall no longer be obligated to User under Sections 0 or 0 of this EULA.

**Survival.** The provisions of this EULA that by their sense and context are intended to survive termination of this EULA, will so survive the termination of this EULA, including without limitation Sections 0, 0, 4, 0, 0, 0, 8.4, 8.5, 0, 0, 0, 0, and 0.

**Notices.** Except as otherwise provided herein, all notices, consents, requests, instructions, approvals, and other communications made, required, or permitted under this EULA will be given by (i) personal service (notice deemed effective on date delivered); (ii) recognized international or overnight courier (notice deemed effective on date delivered) to the Parties at their registered principal business headquarters' addresses.

**Audits.** AirWatch may, from time to time and at its expense run license reports to determine the number of Perpetual Licenses being used by User and to verify compliance with Section 0 (License Restrictions). Additionally, at AirWatch's expense, AirWatch (or its authorized representative) will be entitled to carry out an annual audit at a mutually agreeable date and time to ensure User's compliance with the terms and restrictions of this EULA. User agrees to provide all reasonable assistance while AirWatch or its authorized representative conducts such annual audits.

#### **General Provisions.**

**Acceptance of the EULA.** User's acceptance of this EULA and agreement to its terms and conditions shall be indicated by any one or more of the following actions by User:

*Execution.* Execution this EULA by physical or electronic means;

*Vodafone Order.* Execution or acceptance of a Vodafone order agreement by physical or electronic means;

*Click through.* If the EULA is presented electronically, clicking to accept or agree to the EULA; or

*Use.* Use of the AirWatch Products.

**Governing Law.** An action at law under this EULA may only be brought before a court of appropriate jurisdiction in the country whose law governs this EULA as provided in this Section 0.

Within countries that are a member-state of the European Union, a member-state of the European Free Trade Area, otherwise located in any other area of Europe, or the Republic of South Africa, the validity of this EULA, its interpretation, the respective rights and obligations of the Parties, and all other matters arising in any way out of it or its expiration or earlier termination for any reason shall be determined by the substantive law, excluding the private international law rules, of England and Wales and the venue shall be the Courts of England.

Within the Middle-East, all matters shall be finally resolved by, arbitration in accordance with the rules of The Gulf Cooperative Council ("GCC") Arbitration Charter ("Rules"), which Rules are deemed to be incorporated by reference in this Section. The number of arbitrators shall be three (3), to be appointed in accordance with the Rules. The place of arbitration shall be Commercial Arbitration Center in Bahrain.

Outside Europe, the Middle-East and Africa, the applicable law shall be the law of the State of Georgia, USA.

**Language.** In the event that AirWatch or another party has provided User with a translation of this EULA from the English language to another language, User agrees that such translation is provided for convenience only; that the English language version of this EULA govern the relationship between AirWatch and User; and, if there is any contradiction between what the English language version of this EULA and the such translation, the English language version shall take precedence. All disputes arising under this EULA, wherever shall be resolved in the English language.

**Export Laws.** The AirWatch Products are subject to United States export control laws and regulations and may be subject to export or import regulations in other countries. These laws and regulations include licensing requirements and restrictions on destinations, end users, and end use. User agrees to comply with all domestic and international export and import laws and regulations that apply to the AirWatch Products and acknowledge that User has the responsibility to obtain any and all necessary licenses to export, re-export, or import the AirWatch Products. More specifically, User covenants that it shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any AirWatch Software, Software, source code, or technology (including products derived from or based on such technology) received from AirWatch under this EULA to any other person, entity, or destination prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

**Publicity.** AirWatch may use the name and/or logo of User in a list of customers used in marketing materials until requested to cease this use by User. Within forty-five (45) days of signing this EULA AirWatch may publish a press release announcing the acquisition of User as a customer, provided User has an opportunity to review and approve the press release.

**Non-Waiver.** The failure of either Party to require the performance by the other Party of any provision hereof will not constitute a waiver of that provision or the required performance. The waiver by either Party of any breach of any provision of this EULA will only be valid if given in an executed written instrument and any such waiver will not constitute a waiver as to any subsequent breach or continuation of the same breach.

**Assignment.** This EULA, including any rights, licenses or obligations under this EULA, may not be assigned or otherwise transferred (whether by operation of law, merger, reorganization or otherwise) by User to any other Person without the prior written consent of AirWatch and any attempt to do so in violation of the terms hereof shall be null and void.

**Headings.** Headings are used in this EULA for convenience only and shall not affect any construction or interpretation of this EULA.

**Further Assurances.** Both Parties covenant and agree that, subsequent to the execution of this EULA and without any additional consideration, both Parties will execute and deliver any further legal instruments and perform acts which are or may become necessary to effectuate the purpose of this EULA.

**Entire Agreement.** This EULA constitutes the entire agreement between the Parties with respect to the subject matter hereof. This EULA supersedes and replaces all prior understandings, negotiations, commitments, representations and agreements of the Parties relating to the subject matter hereof AirWatch's agreement to provide the AirWatch Products to User is expressly conditioned upon the application of the terms and conditions included in this EULA to such transaction. Any additional or different terms or conditions proposed by User (whether by counter-offer, acknowledgement, electronic data interchange, or otherwise) are hereby expressly objected to and will not be binding upon AirWatch. If any term of this EULA is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this EULA. Any modification or amendment to this EULA will be effective only once the modification or amendment is reduced to writing and executed by authorized representatives of both Parties.

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