



AIRWATCH HOSTED SERVICES POLICY

1 **Applicability.** This AirWatch Hosted Services Policy (this “**Policy**”) governs the delivery of services to host, on Customer’s behalf, the Software to enable Customer’s use of the Software in a production environment via internet-based consoles (“**Hosted Services**”). In connection with any Software licenses for trial, evaluation, or testing of the Software, the Software and any Hosted Services are provided “AS IS” with no warranties, credits or SLAs of any kind. Capitalized terms, unless otherwise defined here, shall have the meanings set forth in the End User License Agreement (“**EULA**”) or other applicable agreement between AirWatch and Customer.

2 **Systems Management.** AirWatch shall: (i) provide all necessary hardware for the hosting of the Software (the “**AirWatch Servers**”); (ii) monitor and maintain the AirWatch Servers and provide continuous connectivity, availability, and operation of the host servers necessary to achieve the Service Levels set forth herein; and (iii) monitor hardware, systems software, and environmental controls and, based on detected problems or issues, take reasonable actions as necessary to achieve the Service Levels set forth herein.

3 **Availability.** AirWatch shall maintain the availability of the AirWatch Servers hosting the Software on behalf of Customer (“**Availability**”) to allow Customer the ability remotely access (“**Access**”) the AirWatch Servers 99.9% of the calendar month, excluding any period of time designated by AirWatch during which AirWatch may limit or suspend Access to the AirWatch Server and/or Software so that AirWatch may perform routine or emergency maintenance (a “**Maintenance Window**”). AirWatch shall provide at least five (5) days’ advance notice via email of Maintenance Windows or if, under the circumstances, five (5) days’ notice is not practical, AirWatch shall provide as much advance notice via email as is reasonably possible.

4 **Hosted Services Service Levels and Remedies.** AirWatch warrants it will provide Availability of the Hosted Services 99.9% of the calendar month (the “**Service Level**”). To the extent that the Hosted Services fail to conform to the Service Level, Customer may request service credits (“**Outage Credits**”) as provided herein. A failure or lack of Availability for any period of time of at least one minute during which Customer is unable to utilize the Hosted Services due to AirWatch’s failure to provide Customer with the specified services constitutes an “**Outage**”. All Outage measurements will be rounded up or down to the nearest one minute increment, with increments equal to or greater than 30 seconds being rounded up to the next minute. Outage Credits are based on cumulative periods of Outage over a calendar month. Final determinations of the length of the cumulative periods of Outage over a calendar month shall be based on AirWatch’s internal monitoring equipment and records. Outage Credits will be taken against only the Hosted Service fees for the month in which the Outage occurred. Outage Credits will be calculated in accordance with the following table:

Cumulative duration of Outage periods within a particular calendar month	Percentage of the Hosted Services fees to be credited as an Outage Credit
45 minutes through 3 hours, 36 minutes	10%
3 hours, 37 minutes through 7 hours, 12 minutes	20%
Greater than 7 hours, 12 minutes	30%

5 **Claiming Outage Credits.** Customer must request any Outage Credit potentially due hereunder within ninety (90) days of end of the calendar month in which such Outage occurs. Customer waives any right to Outage Credits not requested within such ninety (90) day period. Outage Credits will be issued once the duration of the Outage has been validated by AirWatch. Other than termination rights, if any, the Outage Credits provide Customer’s sole and exclusive remedy for any interruptions, deficiencies, or failures of any kind of the Hosted Services. The Outage Credits will not apply in the case of an Excluded Event. “**Excluded Event**” means any event that adversely impacts the Hosted Services to the extent it is caused by (a) the acts or omissions of Customer, its employees, customers, contractors, or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by AirWatch; (c) force majeure events; (d) a Maintenance Window; (e) any permitted suspension of Hosted Services for late payment or nonpayment; or (f) the unavailability of any Customer personnel required to restore Hosted Services, including as a result of Customer’s failure to provide AirWatch with accurate, current contact information. Notwithstanding the foregoing, in the event Customer purchases Hosted Services via a Reseller, customer will seek such Outage Credits from the Reseller.



6 **General Restrictions.** Customer will not, and will not permit any third party, to, as solely determined by AirWatch: (a) use the Hosted Services to violate or encourage the violation of the rights of others (including intellectual property rights); (b) use the Hosted Services to engage in, advertise or deliver gambling, pornographic, or illegal activities; (c) circumvent or violate the restrictions of the Hosted Services as described in this Agreement; (d) reverse engineer, or otherwise attempt to derive source code from the Hosted Services, unless AirWatch makes the source code publicly available; (e) disable, interfere with, disrupt, or circumvent any aspect of the Hosted Services, including the integrity or performance of the Hosted Services, or third-party content or data provided through the Hosted Services; (f) access or use the Hosted Services in a way intended to avoid recurring fees or exceeding usage limits; or (g) resell or sublicense the Hosted Services. Customer must ensure that Users comply with the terms of this Policy, and Customer agrees that if Customer becomes aware of any violation by a User, Customer will terminate that User's access to Customer Content immediately. If AirWatch has reason to believe that Customer or Users have breached this Policy, AirWatch or AirWatch's designated agent may review Customer's use of the Hosted Services, including Customer's account, Customer Content and records, to verify Customer compliance with the EULA and this Policy.

7 **Lawful Content.** Customer will take steps to ensure that Users do not post content that: (a) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to anyone; (b) may create a risk of any other loss or damage to any person or property; (c) may constitute or contribute to a crime or tort; (d) contains any information or content that is illegal, unlawful, harmful, abusive, pornographic, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, or threatening; or (e) contains any information or content that Customer does not have a right to make available under any law or under contractual or fiduciary relationships. Customer represents and warrants that the Customer Content does not and will not violate any third-party rights, including any intellectual property rights, and rights of publicity and privacy.

8 **Sensitive Data Restrictions.** Neither Customer nor Users will use the Hosted Service to transmit, store or process: (i) any patient, medical or other protected health information, whether regulated by HIPAA or any similar federal or state laws, rules or regulations; (ii) financial account information or payment card data; or (iii) any other information subject to regulation or protection under specific laws such as the Gramm-Leach-Bliley Act (or related rules or regulations) ((i) through (iii), collectively, "Sensitive Data"). "HIPAA" means the Health Insurance Portability and Accountability Act, as amended and supplemented. AirWatch does not intend use of the Hosted Service to create obligations under HIPAA, and AirWatch makes no representations that the Hosted Service satisfies HIPAA requirements. If Customer is (or Customer becomes) a Covered Entity or Business Associate, as defined in HIPAA, Customer agrees not to use the Hosted Service for any purpose or in any manner involving Protected Health Information (as defined in HIPAA) unless Customer has received prior written consent for such use from AirWatch. Customer acknowledges and agrees that use of the Hosted Services to transmit, process or store Sensitive Data is not necessary for use of the Software. Customer shall be solely responsible for any such use of Sensitive Data with the Hosted Service by Customer or Users and Customer will hold harmless AirWatch for the same. Customer will not include in Customer Content any Classified Information, as that term is defined in the National Industrial Security Program Operating Manual.

9 **Violations of Acceptable Use.** If Customer becomes aware that any of the Customer Content or User's use of the Customer Content violates these acceptable use restrictions, Customer will immediately suspend and remove the applicable part of the Customer Content or suspend the User's access to the Hosted Service. If Customer fails to do so, AirWatch may ask Customer to do so. If Customer fails to comply with AirWatch's request within twenty-four hours, AirWatch may suspend Customer's account or disable access to the Hosted Service until Customer complies with AirWatch's request.

10 **Customer Content.** AirWatch may access and use Customer Content only as necessary to provide the Hosted Service (which AirWatch may do with the assistance of Affiliates, service providers and contractors), perform or enforce contractual obligations, or comply with applicable law. For instance, AirWatch may need to access or use Customer Content (or provide to one of our Affiliates, service providers or contractors) to: (a) prevent or address service or technical problems; (b) provide customer support; (c) detect, prevent or address fraud, technology or security issues; or (d) respond to a subpoena, warrant, audit or agency action or other law enforcement request.



11 **Data Processing Instructions.** Personal Data that AirWatch receives is dependent upon Customer's configuration settings. To provide the Hosted Services to Customer, AirWatch may process Customer Personal Data for the purposes described above or otherwise in accordance with Customer's lawful instructions, which, together with the EULA, are Customer's complete and final instructions to AirWatch in relation to processing of Customer Personal Data. Customer acknowledges that it is the controller of Customer Personal Data and that AirWatch will process the Customer Personal Data only as a processor on Customer's behalf. AirWatch will not divulge any Customer Personal Data to any person, except to the extent necessary for the proper performance or otherwise in accordance with this Agreement or Customer's lawful instructions.

12 **Security of Content Data.** AirWatch will implement appropriate technical and organizational measures to protect AirWatch's infrastructure and networks. Without prejudice to Customer's security responsibilities in this Policy, these measures will help to protect Customer Content against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing. Customer will properly configure and use the Hosted Service so that it is suitable for Customer's use and in accordance with Customer's obligations under this Policy. Customer will maintain appropriate security, protection and backups of Customer Content and will camouflage or securely encrypt Customer Content in a manner compatible with the Hosted Services whenever possible. Customer is responsible for any losses or other consequences arising from Customer's failure to encrypt or back up Customer Content.

13 **SSAE16.** During the Term, AirWatch will maintain its Statement on Standards for Attestation Engagements No.16 Type II report or a comparable report applicable to the Hosted Service, which will be updated on a regular basis by qualified and independent party auditors. Upon Customer's written request during the term and subject to AirWatch's security policies, AirWatch will provide Customer with the summary report or other information as may be reasonably requested by Customer regarding its data security obligations under this Policy and under any applicable agreements between Customer and AirWatch.

14 **Privacy and Children.** AirWatch is not intended for children under the age of thirteen (13) in the USA or under the age of sixteen (16) in the European Economic Area (unless a Member State permits a lower age of thirteen (13)). Unless Customer has received prior written consent for such use, Customer shall not direct children under the applicable statutory age of consent to use the Hosted Service or otherwise use the Hosted Service to collect, disclosure, publish or store information about children under the legal age of consent where prohibited by applicable law.

15 **Education Customers.** Hosted Services provided to education sector customers are subject to AirWatch's then-current Educational Software Rider, the current version of which is available at <http://www.airwatch.com/downloads/legal/201507EducationalSoftwareRider.pdf>.