SOFTWARE DEVELOPMENT KIT LICENSE AGREEMENT

Note: By clicking "I AGREE," downloading, installing, or using the SDK, you conclude and agree to the terms of this license agreement (the "Agreement") in a legally binding manner with AirWatch LLC., 1155 Perimeter Center West, Suite 100, Atlanta, GA 30338 ("AirWatch"). If you disagree with any of the following terms, then do not use the SDK. In the following, the terms "you" and "Company" shall refer, jointly and severally, to you individually and any organization on whose behalf you act.

1. **Purpose.** The "**SDK**" shall mean the AirWatch software development kit, including any subsequent updates or upgrade made available to Company, and any associated documentation, software code, or other materials made available by AirWatch to assist Company in developing solution(s) (each a "**Company Product**") that interoperates with AirWatch product(s). This Agreement applies to any SDK provided by AirWatch or that includes, displays, or links to this Agreement, and to any updates, supplements or support services for this SDK. Company may only use this SDK to develop a Company Product that interoperates with one or more AirWatch product(s) and to certify compatibility of Company's Product(s) with AirWatch's product(s).

2. **Use Rights.** Subject to Company's compliance with the terms of this Agreement, Company may (i) download, install, and use the SDK on its devices solely to design, develop, and test Company Product(s), (ii) make a reasonable number of copies of the SDK as necessary to develop Company Product(s), provided that Company reproduces complete copies of the SDK, including without limitation all "read me" files, copyright notices, and other legal notices and terms, and (iii) use, reproduce, modify, and distribute the sample code included in the SDK only as embedded in a Company Product that complies with the technical limitations and the certification requirements set forth in the documentation (the "**Certification Requirements**"). AirWatch reserves the right to discontinue offering the SDK (or any updates thereto) or to modify the SDK at any time in its sole discretion. Free/open source software components distributed in this SDK are licensed to Company under the terms of the applicable free/open source license agreements. The free/open source software licenses can be found in the open_source_licenses.txt file included in the SDK or at http://www.vmware.com/download/open_source.html.

3. **Restrictions.** Except as set forth above, Company may not (1) modify, distribute, sell, lease, rent, lend, or sublicense the SDK (or any copy or portion thereof), (2) pre-install or embed applications created using this SDK on third-party devices, (3) charge users of the Company Product any fee to access or use any AirWatch offered services from the Company Product, (4) use the SDK to create, design, or develop anything other than Company Product(s), (5) create any alternate connections to the SDK other than through and with the AirWatch Console, (6) make any more copies of the SDK than are reasonably necessary for the authorized use, (7) modify, create derivative works of, reverse engineer, reverse compile, disassemble the SDK, or otherwise seek to ascertain the source code, except and only to the extent that applicable law expressly permits, despite this limitation (in which case Company shall provide AirWatch with prior notification and the opportunity to respond), (8) create or attempt to create a product that will understand and interpret the communications and commands between AirWatch's products, or (9) use the SDK in any manner to (a) circumvent any technical or licensing restrictions of AirWatch products, (b) upload or otherwise transmit any material containing software viruses or other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any software or hardware, (c) use SDK or any of its features to invade the privacy of any person or otherwise violate any law, including, but not limited to, by usage of GPS functionality, location/tracking services, etc.

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4. License to Marks. Subject to Company's compliance with the terms of this Agreement, AirWatch grants to Company a limited, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable right and license to display the AirWatch Marks solely in connection with marketing of Company Product(s) that meet the Certification Requirements in accordance with this Agreement and AirWatch's current Branding Guidelines which can be found at http://www.air-watch.com/BRANDINGGUIDELINES1111.pdf. "**AirWatch Marks**" means the AirWatch(R) by VMware(R) trademark indicated in the AirWatch Branding Guidelines. Company agrees and acknowledges that (i) the AirWatch Marks, whether or not registered, are the sole property of AirWatch or its suppliers; (ii) Company's reproduction of the AirWatch Marks inures to the benefit of AirWatch; and (iii) Company acquires no legal rights in the AirWatch Marks. Company agrees that it shall not adopt or use any AirWatch Marks or any word, company name, mark or design that is similar to or confusing with the AirWatch Marks. Company shall not use the AirWatch Marks in connection with any activity that (a) disparages AirWatch or its products or services; (b) violates or infringes any intellectual property of AirWatch; or (c) violates any local, state, federal, country, or international regulation or law.

5. Feedback. Company may, from time to time, provide feedback to AirWatch concerning the functionality and performance of the SDK or AirWatch products including, without limitation, identifying potential errors and improvements ("**Feedback**"). Feedback which is provided by Company to AirWatch in connection with this Agreement may be used by AirWatch and its affiliates to improve or enhance its products and, accordingly, AirWatch and its affiliates shall have a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to use, reproduce, disclose, sublicense, modify, make, have made, distribute, sell, offer for sale, display, perform, create derivative works, permit distribution and otherwise exploit such Feedback without restriction.

6. Support. AirWatch does not provide technical or other support for the SDK under this Agreement.

7. Termination. This Agreement shall continue as long as Company is in compliance with the terms specified herein or until otherwise terminated. Either party may terminate this Agreement upon thirty days written notice if the other party is in material breach of any term of this Agreement. Company agrees, upon termination, to immediately destroy all copies of the SDK within the Company's possession or control. The following Sections survive any termination of this Agreement: Sections 5, 8, 9, 10, 11, 12.

8. Ownership. The SDK is licensed, not sold. AirWatch reserves all other rights not granted herein. The parties acknowledge that, as between the parties, (a) AirWatch or its licensors retain complete ownership of all Intellectual Property Rights in and to the SDK and (b) Company or its licensors retain complete ownership of all Intellectual Property Rights in the Company Product(s) (subject to AirWatch's underlying ownership of the Intellectual Property Rights in and to the SDK). Nothing in this Agreement will be construed to transfer or assign any Intellectual Property Rights of either party to the other. **"Intellectual Property Rights"** means any and all rights under patent law, copyright law, trade secret law, trademark law, and any and all other proprietary rights.

9. DISCLAIMER OF WARRANTIES & LIABILITY. THE SDK IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AIRWATCH DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS**.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL AIRWATCH BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RELATING TO THE SDK OR THIS

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AGREEMENT, UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. AIRWATCH'S TOTAL LIABILITY RELATING TO THE SDK OR THIS AGREEMENT WILL NOT, IN ANY EVENT, EXCEED US$100.00. THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER AIRWATCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10.   INDEMNIFICATION. Company shall defend, indemnify, and hold harmless AirWatch and its affiliates and their respective directors, officers, employees, contractors, agents, and end users ("**Indemnified Parties**") against any third party claim, suit, or proceeding ("**Claim**") and any liability, damage, loss, cost, and expenses (including attorney's fees) arising from the Claim ("**Damages**") threatened or brought against any Indemnified Party alleging that any Company Product infringes (including contributory infringement) or misappropriates any third party intellectual property right. The Indemnified Party shall provide Company written notice of any Claim within a reasonable time after the Indemnified Party receives written notice of the Claim. The Indemnified Party's failure to provide timely written notice will not excuse Company's obligation under this Agreement unless lack of actual notice of the Claim has a substantially adverse effect on Company's ability to defend the Claim. The any Indemnified Party must allow Company sole control of the defense. Company shall not settle any Claim, and no settlement of a Claim will be binding on the Indemnified Party, without its prior written consent, which will not be unreasonably withheld or delayed.

11.   Confidentiality. "Confidential Information" means information or material provided the discloser to the recipient that is in tangible form and labeled "confidential" or the like, or, information, which a reasonable person knew or should have known to be confidential. The following information shall be considered Confidential Information whether or not marked or identified as such: (a) license keys; (b) information regarding AirWatch pricing, product roadmaps and strategic marketing plans; (c) non-public materials relating to the SDK or AirWatch products, and (d) the terms and conditions of this Agreement. Company shall keep all Confidential Information it receives confidential using the same protections that it applies to its own information of like importance, but in no event less than reasonable care, and may use such information solely for the purposes contemplated by this Agreement or as otherwise agreed in writing. Confidential Information may be disclosed solely to employees, contractors and consultants who have a legitimate need to know the Confidential Information and are bound to confidentiality restrictions substantially equivalent to this Section 11 and who are not working on Company products or services that are competitive with AirWatch's and its affiliates' products and services. This Section will not apply to information that: (a) was rightfully in possession of the recipient prior to receipt of such Confidential Information from the discloser; (b) is or becomes a matter of public knowledge through no fault of the party receiving such Confidential Information hereunder; (c) is rightfully received from a third party without a duty of confidentiality; (d) is independently developed by recipient without breach of any confidentiality obligations; or (e) is disclosed by recipient with discloser's written approval; (f) the recipient is required to disclose by applicable law or court order, or (g) in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction. In addition, recipient will be allowed to disclose (i) discloser's Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that recipient notifies discloser of such required disclosure promptly and in writing and cooperates with discloser, at discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure, (ii) the terms and conditions of this Agreement in confidence in connection with an actual or proposed merger, acquisition, or similar transaction. The parties acknowledge that breach of this Section 11 may cause irreparable damage to the discloser for which monetary damages will be an inadequate remedy. Accordingly, the discloser will be entitled to seek and obtain injunctive and any relief (legal or equitable) to restrain any breach or

anticipated breach of this Section 11. No party has the right to issue media releases, public announcements or public disclosures relating to the existence of or the terms of this Agreement or use the other party's name in any promotional or marketing material (other than as required by legal, accounting or regulatory requirements).

12. General.

12.1 Governing Law/Venue. This Agreement will be governed and interpreted in accordance with the laws of the State of California, without regard to conflict of law principles. Venue for any legal action is proper in the state courts of Santa Clara County, California, and the federal courts of the Northern District of California and each party expressly consents to venue and jurisdiction of those courts.

12.2 Assignment. This Agreement may not be assigned in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party. Notwithstanding the forgoing, AirWatch may assign this Agreement in connection with merger, a corporate reorganization, or the transfer of substantially all of the assets of the business to which this Agreement relates. This Agreement will bind and inure to the benefit of the parties and their permitted assigns.

12.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes entirely all written or oral agreements previously existing between the parties with respect to that subject matter. Each of the parties acknowledges that it is not entering into this Agreement on the basis of any representations other than those representations contained expressly in this Agreement. Any modifications of this Agreement must be in writing and signed by both parties hereto. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, the parties agree to comply with the provision to the maximum extent permissible so as to affect the intent of the parties, and the remaining provisions of this Agreement remain in full force and effect.

12.4 Export Control. Company acknowledges that the SDK is of United States origin, is provided subject to the U.S. Export Administration Regulations, may be subject to the export control laws of the applicable territory, and that diversion contrary to applicable export control laws is prohibited. Company represents, warrants and covenants that (1) Company is not, and is not acting on behalf of, (a) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (b) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; and (2) Company will not permit the SDK to be used for any purposes prohibited by law, including, any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons.

12.5 Data Privacy. Company agrees that AirWatch may periodically collect, process and store technical and related information about Company's device, system, application, peripherals and Company's use of the SDK, including without limitation: internet protocol address, hardware identification, operating system, application software, peripheral hardware, number of active plugins and software development kits, the successful installation and launch of SDK, and SDK usage statistics (collectively, "**Technical Data**"). AirWatch will use Technical Data for internal statistical and analytical purposes to facilitate support, invoicing or online services, the provisioning of updates, and the development of AirWatch products and services. AirWatch may transfer Technical Data to other companies in the AirWatch worldwide group of companies from time to time. Company acknowledges that correspondence and log files generated in conjunction with a request for support services may contain sensitive, confidential or personal information. Company is solely responsible for taking the steps necessary to protect such data, including obfuscating the logs or otherwise guarding such information prior to sending it to AirWatch.

12.6 Relationship of Parties. The relationship of the parties during the term of this Agreement is that of independent third parties. Neither party has, nor no party has the right to represent that it has any power, right or authority to bind the other party, or to assume or create any obligation or responsibility, express or implied, on behalf of the other party or in the other party's name. Nothing stated in this Agreement may be construed as creating a Companyship between the parties, creating the relationships of employer/employee, franchiser/franchisee, or principal/agent between the parties.

12.7 Notices. Notices to either party must be in writing and must be delivered in person, by United States mail, first-class certified mail, postage prepaid, return receipt requested, or by a express courier service addressed as stated at the beginning of this Agreement.

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