
(i) GENERAL SERVICES ADMINISTRATION Federal

Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®, a menu-driven database system. The INTERNET address GSA *Advantage!*® is: GSAAdvantage.gov.

Schedule Title: General Purpose Commercial Information Technology Equipment, Software and Services

FSC Group, 70

FSC Class(es)/Product code(s) and/or Service Codes : 7030 Application Software, Communications Software and Operating Systems Software, 7035 ADP Support Equipment, 5810 Communications Security Equipment and Components J070, D301, IT and Telecom – Facility Operation and Maintenance, D302 IT and Telecom – System Development, D307 IT and Telecom – IT Strategy and Architecture, D308 IT and Telecom- Programming, D310 IT and Telecom – Cyber Security and Data Backup, D313 IT and Telecom – Cyber Security and Data Backup, D313 IT and Telecom – Computer Aided Design/Computer Aided Manufacturing (CAD/CAM), D316 IT and Telecom – Telecommunications Network Management, D399 IT and Telecom – Other IT and Telecommunications

Contract number: GS-35F-509GA

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Contract period: June 15, 2017 through June 14, 2022



Liona Enterprises, Inc.
305 E 13th Street, 1st Floor
Cincinnati, OH 45202-7307
Phone: 310-529-8628
FAX: 310-356-3217
www.lionaenterprises.com

(ii) CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s). SINS: 132-8, Purchase of Hardware – 132-32, Subscription Licenses, 132-33, Perpetual Software Licenses, 132-34, Maintenance of Software, 132-51, Information Technology Services

SIN Part #/Description GSA Price

132-33	MI-DCEN-DU-PL-UP	\$9.66
132-32	MI-DCEN-D-1YS-AD-UP	\$.51
132-34	MI-DCEN-D-1YS-AD	\$.51
132-51	Telecom.Technician	\$68.01

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.

2. Maximum order: \$500,000.00 for all SINS

3. Minimum order: \$100.00

-
4. Geographic coverage: Domestic Delivery
 5. Point(s) of production: MobileIron, Inc., 415 East Middlefield Road, Mountain View, CA 94043
 6. Discount from list prices: All prices are net. Discounts have been deducted.
 7. Quantity/Volume discounts: .5% for individual order exceeding \$100,000.00
 8. Prompt payment terms: 1.5% 15 Days, Net 30
 - 9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold: Yes
 - 9b. Government purchase cards are accepted above the micro-purchase threshold.
 10. Foreign items : None.
 - 11a. Time of delivery: 132-8, 132-32, 132-33: 30 Days ARO - 132-34, 132-51: As negotiated with ordering agency.
 - 11b. Expedited Delivery. Items under this contract may be available for expedited delivery. Contact Liona Enterprises for availability at time of order.
 - 11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.
 - 11d. Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to effect a faster delivery.
 12. F.O.B. point: Destination
 - 13a. Ordering address: Liona Enterprises, E 13th Street, First Floor, Cincinnati, OH, 45202-7307
 - 13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
 14. Payment address: Same as Ordering Address
 15. Export packing charges: NA.
 16. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level: NA
 16. Terms and conditions of rental, maintenance, and repair: NA.
 17. Terms and conditions of installation: NA
 18. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices: NA.
 19. Terms and conditions for any other services: See Pricelist Page 17 EULA

20. List of service and distribution points; NA

21. List of participating dealers: NA

22. Preventive maintenance: NA

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): None.

22b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.

23. Data Universal Number System (DUNS) number: 079474960

24. Notification regarding registration in System for Award Management (SAM) database. SAM's information is current and available.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW
EQUIPMENT (SPECIAL ITEM NUMBER 132-8)**

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

Equipment is self-installable.

****NOTE: CONTRACTORS SHOULD PROVIDE COMMERCIAL PRACTICES FOR INSTALLATION/DEINSTALLATION/REINSTALLATION FOR REVIEW AND POSSIBLE INCLUSION IN THE CONTRACT.****

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirement of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or SIN 132-9.

c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. **INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. **WARRANTY**

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

See Manufactures Warranties and EULA in this pricelist.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: 305 E 13th Street, 1st Floor, Cincinnati, OH 45202

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

SEE EULA AGREEMENT

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 310-529-8991 or the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00 AM to 5:00 PM EST. _____.

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

_____ 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

X_____ 2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to% of all term license payments during the period that the software was under a term license within the ordering activity.

8. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of

the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.
Right to copy is not offered herein.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

******NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT/IAM Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT/IAM Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS --COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT/IAM Professional Services.

9. INDEPENDENT CONTRACTOR

All IT/IAM Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize,

or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT/IAM Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT/IAM PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT/IAM Service offered under Special Item Numbers 132-51 IT/IAM Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT/IAM Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

Labor Description for GSA

Labor Category	Labor Description
Program Manager	<p>Minimum/General Experience: Responsible for integrating multiple IT projects into a coherent overall Program Plan. Ensures that quality assurance and total quality management practices are implemented with regard to the overall contract. Is responsible for the financial accountability of the program/contract. Must possess significant related management experience over multiple projects and at least twelve years of relevant industry experience.</p> <p>Functional Responsibility: Acts as the senior executive focal points for all projects within the program responsible for all contractual, staffing, financial, performance and delivery issues.</p> <p>Minimum Education: Bachelor’s Degree and twelve years of experience leading teams or projects.</p>
Project Manager	<p style="text-align: center;">Education: B.A. or B.S. degree</p> <p>Basic Experience: Must have 10 years of IT or telecommunications experience, including at least 5 years of IT management experience.</p> <p>Specialized Experience: At least 5 years of experience in direct supervision of IT hardware and software implementation, integration maintenance projects, and/or telecommunications management.</p> <p>Duties: Performs day-to-day management of assigned delivery order and task order projects that involve teams of systems integrators and other information system and management professionals who have previously been involved in analyzing, designing, integrating, testing, documenting, converting, extending, and implementing automated information and telecommunications systems. Demonstrates proven skills in those technical areas addressed by the delivery order to be managed. Organizes, directs, and coordinates the planning and production of all activities associated with assigned delivery order projects. Demonstrates writing and oral communication skills.</p>
Sr. Systems Engineer - SME	<p>Minimum/General Experience: Experienced in assessing requirements for new or modified systems, performing detailed systems design, preparing written specifications, programming and conducting module and integration tests. Experienced in design and maintenance of database management systems, use of CASE technology and in structured requirements analysis methodologies such as information engineering. Knowledge of MIL-STDs and system development processes. Functional Responsibility: Provides senior level leadership to the project in all areas of technical implementation.</p>

<p>Systems Security Architect - SME</p>	<p>Acts as a recognized technical expert in developing, implementing, and maintaining enterprise-wide information security capabilities. Analyzes the enterprise business models and IT systems to determine security risks and risk management considerations. Defines enterprise and system level security requirements. Proposes technical solutions for systems and applications-level security architecture and design. Develops security plans, policies and procedures. Functions as the highest-level individual contributor in at least one technical area. Utilizes expertise in business management practices, industry requirements and information technology disciplines to develop technical and/or business solutions to client problems. Has a high level of diverse technical and industry experience related to a specific skill set. Keeps abreast of technological developments and industry trends.</p> <p>Requirements: Bachelors (or equivalent) 12+ years experience doing enterprise security engineering activities</p>
<p>Information Security Consultant</p>	<p>Responsibilities: Manages the analysis of IA requirements for multi-level security issues. Manages the design, development, engineering, and implementation of solutions to multi-level security requirements. Implementation and development of multi-level security as well as organizing technical information about an organizations goals, existing security products and on-going programs in a multi-level security arena. Performs risk analysis and risk assessments.</p> <p>Requirements: Bachelor's degree with 10 years experience, of which 4 years are in information assurance projects. Master's degree with 2 years experience, of which 1 year is specialized.</p>
<p>Network Engineer</p>	<p>Education: B.A. OR B.S. degree.</p> <p>Basic Experience: Must have 5 years of experience in telecommunications network design and management. Must demonstrate the ability to work independently, or under only general direction, on requirements that are moderately complex to analyze, plan, program, and implement.</p> <p>Specialized Experience: At least 3 years of experience in analysis and design of voice networks, LAN and WAN data networks, wireless networks, and/or network management systems to support voice and data services.</p> <p>Duties: Analyzes and develops telecommunications networks supporting a wide range of capabilities, including voice, data, video, and/or wireless services. Develops designs and plans for installation and maintenance of telecommunications systems from project inception to conclusion. Analyzes the problem and the characteristics of the information to be transported. Defines the problem and develops system requirements and network specifications. Closely coordinates with other information system professionals to ensure proper implementation of network services. In conjunction with functional users, develops alternative solutions and backup plans.</p>
<p>Systems Engineer</p>	<p>Education: B.A. or B.S. degree or 5 years of equivalent experience in a related field.</p> <p>Basic Experience: Must have 5 years of experience in systems engineering.</p> <p>Specialized Experience: At least 1 year of technical experience and analytical problem solving related to information technology work flow, organization,</p>

	<p>and planning. Manufacturer and Technical Certifications Required. Cisco, Auba, MobileIron, Solarwinds, Symantics, Fortinet, HP, Dell preferred.</p> <p>Duties: Must be capable of analyzing information technology requirements. Evaluates IT system problems of workflow, organization, and planning. Develops appropriate corrective action.</p>
Telecommunications Technician	<p>Education: B.A. OR B.S. degree, Associates Degree</p> <p>Basic Experience: Must have 5 years of experience in telecommunications cabling installation work. Must demonstrate the ability to work independently in installing cable and other telecommunications equipment. Manufacturer and Technical Certifications Required. BICSI, Siemon, AMP, Ortronics, Corning, RCDD certifications preferred.</p> <p>Duties: Installs, troubleshoots, repairs and maintains telecommunications equipment.</p> <p>Provides reports, completes requests for new service, determines methodology for installing telephone service, determines appropriateness of moderate equipment changes or modifications, call switches, test trunks, test links and installs communication circuits.</p>

SIN	SERVICE PROPOSED (e.g. Job Title/Task)	MINIMUM EDUCATION/ CERTIFICATION LEVEL	MINIMUM YEARS OF EXPERIENCE	PRICE OFFERED TO GSA (including IFF)
132-51	Program Manager	BA or BS Degree	10	\$136.02
132-51	Project Manager	BA or BS Degree	10	\$126.95
132-51	Senior Systems Engineer	BA or BS Degree	15	\$181.36
132-51	Systems Security Architect - SME	BA or BS Degree	15	\$226.70
132-51	Information Security Consultant	BA or BS Degree	15	\$226.70
132-51	Network Engineer	BA or BS Degree	5	\$117.88
132-51	Systems Engineer	BA or BS Degree	5	\$117.88
132-51	Telecommunications Technician	AA Degree	5	\$68.01

MOBILEIRON GSA PRICING

SIN	Part Number	Description	GSA
132-33	MI-EMP-D-PL	MobileIron Enterprise Mobility Management Platinum Bundle per Device Perpetual License	\$118.49
132-34	MI-EMP-D-1YM-D	MobileIron Enterprise Mobility Management Platinum Bundle per Device Maintenance Support for 1 Year with Direct Support	\$31.10
132-33	MI-EMP-U-PL	MobileIron Enterprise Mobility Management Platinum Bundle per User Perpetual License. 3 devices/user	\$177.73
132-34	MI-EMP-U-1YM-D	MobileIron Enterprise Mobility Management Platinum Bundle per User Maintenance Support for 1 Year with Direct Support. 3 devices/user	\$46.65
132-32	MI-EMP-U-1YS-D	MobileIron Enterprise Mobility Management Platinum Bundle per User Subscription License for 1 Year with Direct Support. 3 devices/user	\$116.80
132-33	MI-EMG-D-PL	MobileIron Enterprise Mobility Management Gold Bundle per Device Perpetual License	\$93.10
132-34	MI-EMG-D-1YM-D	MobileIron Enterprise Mobility Management Gold Bundle per Device Maintenance Support for 1 Year with Direct Support	\$24.43

132-32	MI-EMG-D-1YS-D	MobileIron Enterprise Mobility Management Gold Bundle per Device Subscription License for 1 Year with Direct Support	\$60.94
132-33	MI-EMG-U-PL	MobileIron Enterprise Mobility Management Gold Bundle per User Perpetual License. 3 devices/user	\$139.65
132-34	MI-EMG-U-1YM-D	MobileIron Enterprise Mobility Management Gold Bundle per User Maintenance Support for 1 Year with Direct Support. 3 devices/user	\$36.65
132-32	MI-EMG-U-1YS-D	MobileIron Enterprise Mobility Management Gold Bundle per User Subscription License for 1 Year with Direct Support. 3 devices/user	\$104.30
132-33	MI-EMS-D-PL	MobileIron Enterprise Mobility Management Silver Bundle per Device Perpetual License	\$63.48
132-34	MI-EMS-D-1YM-D	MobileIron Enterprise Mobility Management Silver Bundle per Device Maintenance Support for 1 Year with Direct Support	\$16.66
132-32	MI-EMS-D-1YS-D	MobileIron Enterprise Mobility Management Silver Bundle per Device Subscription License for 1 Year with Direct Support	\$40.62
132-33	MI-EMS-U-PL	MobileIron Enterprise Mobility Management Silver Bundle per User Perpetual License. 3 devices/user	\$93.10

132-34	MI-EMS-U-1YM-D	MobileIron Enterprise Mobility Management Silver Bundle per User Maintenance Support for 1 Year with Direct Support. 3 devices/user	\$24.43
132-32	MI-EMS-U-1YS-D	MobileIron Enterprise Mobility Management Silver Bundle per Device Subscription License for 1 Year with Direct Support. 3 devices/user	\$60.94
132-32	MI-ACCESS-U-1YS-D	MobileIron Access per User Subscription License for 1 Year with Direct Support. 3 devices/user	\$40.62
132-33	MI-HELP-D-PL	MobileIron Help@Work per Device Perpetual License	\$16.93
132-34	MI-HELP-D-1YM-D	MobileIron Help@Work per Device Maintenance Support for 1 Year with Direct Support	\$4.44
132-32	MI-HELP-D-1YS-D	MobileIron Help@Work per Device Subscription License for 1 Year with Direct Support	\$11.59
32-34	MI-HELP-U-PL	MobileIron Help@Work per User Perpetual License. 3 devices/user	\$25.39
132-34	MI-HELP-U-1YM-D	MobileIron Help@Work per User Maintenance Support for 1 Year with Direct Support. 3 devices/user	\$6.66
132-32	MI-HELP-U-1YS-D	MobileIron Help@Work per User Subscription License for 1 Year with Direct Support. 3 devices/user	\$15.23
132-33	MI-BYOD-D-PL	MobileIron BYOD Portal per Device Perpetual License	\$16.93
132-34	MI-BYOD-D-1YM-D	MobileIron BYOD Portal per Device Maintenance Support for 1 Year with Direct Support	\$4.44
132-32	MI-BYOD-D-1YC-D	MobileIron BYOD Portal per Device Cloud Subscription License for 1 Year with Direct Support	\$10.16

132-33	MI-BYOD-U-PL	MobileIron BYOD Portal per User Perpetual License. 3 devices/user	\$25.39
32-34	MI-BYOD-U-1YM-D	MobileIron BYOD Portal per User Maintenance Support for 1 Year with Direct Support. 3 devices/user	\$6.66
32-32	MI-BYOD-U-1YC-D	MobileIron BYOD Portal per User Cloud Subscription License for 1 Year with Direct Support. 3 devices/user	\$15.23
132-33	MI-DCEN-D-PL	MobileIron Derived Credentials with Entrust per Device Perpetual License	\$16.93
132-34	MI-DCEN-D-1YM-D	MobileIron Derived Credentials with Entrust per Device Maintenance Support for 1 Year with Direct Support	\$4.44
132-32	MI-DCEN-D-1YS-D	MobileIron Derived Credentials with Entrust per Device Subscription License for 1 Year with Direct Support	\$10.16
132-33	MI-DCEN-U-PL	MobileIron Derived Credentials with Entrust per User Perpetual License. 3 devices/user	\$25.39
132-34	MI-DCEN-U-1YM-D	MobileIron Derived Credentials with Entrust per User Maintenance Support for 1 Year with Direct Support. 3 devices/user	\$6.66
132-32	MI-DCEN-U-1YS-D	MobileIron Derived Credentials with Entrust per User Subscription License for 1 Year with Direct Support. 3 devices/user	\$15.23
132-32	MI-KNOX-D-1YS-A	MobileIron re-sale of Samsung KNOX per Device Subscription License for 1 Year with Assurance (Knowledge Base + Product Updates)	\$41.72

132-32	MI-KNOX-D-1YS-D	MobileIron re-sale of Samsung KNOX per Device Subscription License for 1 Year with Direct Support	\$41.72
132-33	MI-PLRS-D-PL	MobileIron re-sale of Polaris per Device Perpetual License	\$11.26
32-34	MI-PLRS-D-1YM-D	MobileIron re-sale of Polaris per Device Maintenance Support for 1 Year with Direct Support	\$2.59
132-32	MI-PLRS-D-1YS-D	MobileIron re-sale of Polaris per Device Subscription License for 1 Year with Direct Support	\$6.76
132-8	MI-APPL2500	MobileIron M2500 Hardware Appliance for Core (2 CPU sockets, 16 cores, 64GB RAM, four 600 GB 6Gb/s SAS drives in RAID 10 array, redundant power supplies and fans, 3 year non-extendable warranty)	\$19,314.86
132-8	MI-APPLSENTRY2500	MobileIron M2500 Hardware Appliance for Sentry (2 CPU sockets, 16 cores, 64GB RAM, four 600 GB 6Gb/s SAS drives in RAID 10 array, redundant power supplies and fans, 3 year non-extendable warranty)	\$19,314.86
32-34	MI-PS-DEPLOY1	Professional Services - Basic Deployment 1 - Install (core functionality, simple setup)	\$2,897.23
132-34	MI-PS-DEPLOY2	Professional Services - Basic Deployment 2 -Install (core functionality + Sentry high availability + Docs@Work, Web@Work)	\$5,794.46
132-34	MI-PS-DEPLOY3	Professional Services - Basic Deployment 3 - Install (core functionality + Sentry and VSP high availability + PKI Integration + Docs@Work, Web@Work)	\$7,725.94

		Premium Implementation Service - Combination of Advisory Services consultant to plan, oversee and provide best practices guidance along with an Implementation Engineer for design, setup and validation of all technical components. Will also include basic strategic alignment sessions to ensure mobile strategy is being satisfied by the implementation results.	
132-34	MI-PS-PREMIUM-IMP		\$24,143.58
132-34	MI-PS-ENT-PREMIUM-IMP	Professional Service Large Enterprise Premium Implementation Services - Bundled Strategy, Advisory Services, Project Management, Technical Deployment and Rollout assistance.	\$60,358.94
132-34	MI-PS-SENTRY-HA	Professional Services - 5hrs Design, implementation and validation of a Sentry HA/DR architecture	\$1,207.18
132-34	MI-PS-CORE-HA	Professional Services - Design, implementation and validation of a Core HA/DR architecture	\$1,931.49
132-34	MI-PS-BYOD	Professional Services - Installation of the On-Premise version of the BYOD portal code. Does not include custom code development.	\$1,931.49
132-34	MI-PS-4HR-REMOTE-HC	Professional Services – 4hrs Remote Healthcheck (technical review + recommendations)	\$965.74
132-34	MI-PS-REMOTE-HC	Professional Services - 8 hr Remote Healthcheck (technical review + recommendations)	\$1,931.49
132-34	MI-PS-ONSITE-HC	Professional Services - 24hr Onsite+Remote Healthcheck (deep dive technical review + recommendations)	\$5,794.46

132-34	MI-PS-PLATINUM	Professional Services – 12hrs Remote Assistance with implementing Docs@Work, Web@Work, Help@Work, Tunnel, AppConnect, and AppTunneling	\$2,897.23
132-34	MI-PS-KCD	Professional Services – 12hrs Remote Assistance with setting up Kerberos Constrained Delegation	\$2,897.23
132-34	MI-PS-TRN	Professional Services - Training (technical product review)	\$1,448.61
132-34	MI-PS-MC-ACTIVATE	Professional Services - 1 on 1 presentation w/ Q&A on MI Cloud Activation and Features	\$482.87
132-34	MI-PS-DEPLOY1-MICLOUD	Professional Services – MI Cloud Basic Deployment 1 - MobileIron Cloud Configuration (core functionality, simple setup) and Sentry Install	\$1,448.61
132-34	MI-PS-DEPLOY2-MICLOUD	Professional Services – MI Cloud Basic Deployment 2 - MobileIron Cloud (core functionality + Sentry high availability) and Sentry Install	\$2,897.23
132-34	MI-PS-DEPLOY3-MICLOUD	Professional Services – MI Cloud Basic Deployment 3 - MobileIron Cloud (core functionality + Sentry high availability + PKI Integration + Android for Work + AppConnect and/or AppTunnel) and Sentry Install	\$3,862.97
132-34	MI-PS-CC-TRANSITION	Professional Services – 20hrs Remote Assistance with the transition away from MobileIron Connected Cloud	\$4,828.72

132-34	MI-PSADV-STRATEGIC	Strategic Consulting Workshop - Combination of an onsite workshop and remote work, which provides the Customer with access to an experienced Strategic Consulting Services resource to educate the Customer and help develop and refine a mobile strategy.	\$9,657.43
132-34	MI-PS-SECUREAPPS	Secure Apps Deployment Workshop - A Professional Services Engineer will conduct a workshop to train, assist and support customer activities related to the setup, configuration, testing and initial rollout secure apps in their environment.	\$3,380.10
132-34	MI-PSADV-BYOD	Advisory Services – 40 hrs Onsite and Remote Assistance with developing a comprehensive BYOD Program	\$9,657.43
132-34	MI-PSADV-HD	Advisory Services – 40 hrs Onsite and Remote Review and assistance with optimizing the Customer’s Help Desk to respond to Mobility issues	\$9,657.43
132-34	MI-PSADV-POLICY	Advisory Services – 25 hrs Onsite and Remote Review of Customer’s Corporate Mobility Policies, how they are applied in MobileIron, and recommendations for optimization and consistency	\$6,035.89
132-34	MI-PSADV-ROLLOUT	Advisory Services - Implementation and Operational Guidance - 40 hrs Onsite and Remote Support of Customer’s roll out a new MobileIron-related mobility service	\$9,657.43

		Advisory Services - 40 hours of onsite or remote assistance to develop employee	
132-34	MI-PSADV-USERCOMM	communications strategy, recommend improvements, and customize baseline communications materials for the customer.	\$9,657.43
132-34	MI-PSADV-PROG	Advisory Services – 80 hrs Remote and Onsite Support of Customer in developing a customized mobility program	\$19,314.86
132-34	MI-RESIDENT-ANY	Resident Services - Resource to assist with the management of MobileIron environment. SOW required.	\$125.55
132-34	MI-PS-HOURS	Professional Services -Custom undefined scope, services provided by MobileIron Customer Success organization professionals.	\$241.44
132-34	MI-PSPREMIUMPLUS	Premium Plus Services and Strategic Account Management (annual fee)	\$43,458.44
132-34	MI-PSGLOBALPREMIUMPLUS	Global Premium Services (annual fee)	\$96,574.31
132-34	MI-EMP-D-1YM-AD-UP	Upgrade for MobileIron Enterprise Mobility Management Platinum Bundle per Device Maintenance Support for 1 Year with Assurance (Knowledge Base + Product Updates) to Direct Support	\$8.92
132-34	MI-EMP-U-1YM-AD-UP	Upgrade for MobileIron Enterprise Mobility Management Platinum Bundle per User Maintenance Support for 1 Year with Assurance (Knowledge Base + Product Updates) to Direct Support. 3 devices/user	\$13.39

		Upgrade for MobileIron Enterprise Mobility Management Platinum Bundle	
132-33	MI-EMP-DU-PL-UP	per Device to per User Perpetual License. 3 devices/user	\$59.24
132-34	MI-EMP-DU-1YM-D-UP	Upgrade for MobileIron Enterprise Mobility Management Platinum Bundle per Device to per User Maintenance Support for 1 Year with Direct Support. 3 devices/user	\$15.55
132-32	MI-EMP-DU-1YS-D-UP	Upgrade for MobileIron Enterprise Mobility Management Platinum Bundle per Device to per User Subscription License for 1 Year. 3 devices/user with Direct Support	\$40.62
132-34	MI-EMG-D-1YM-AD-UP	Upgrade for MobileIron Enterprise Mobility Management Gold Bundle per Device Maintenance Support for 1 Year with Assurance (Knowledge Base + Product Updates) to Direct Support	\$7.01
132-34	MI-EMG-U-1YM-AD-UP	Upgrade for MobileIron Enterprise Mobility Management Gold Bundle per User Maintenance Support for 1 Year with Assurance (Knowledge Base + Product Updates) to Direct Support. 3 devices/user	\$10.52
132-33	MI-EMG-DU-PL-UP	Upgrade for MobileIron Enterprise Mobility Management Gold Bundle per Device to per User Perpetual License. 3 devices/user	\$46.55

		Upgrade for MobileIron Enterprise Mobility Management Gold Bundle per Device to per User Maintenance Support for 1 Year with Direct Support. 3 devices/user	\$12.22
132-34	MI-EMG-DU-1YM-D-UP		
132-32	MI-EMG-DU-1YS-D-UP	Upgrade for MobileIron Enterprise Mobility Management Gold Bundle per Device to per User Subscription License for 1 Year. 3 devices/user with Direct Support	\$30.47
132-34	MI-EMS-D-1YM-AD-UP	Upgrade for MobileIron Enterprise Mobility Management Silver Bundle per Device Maintenance Support for 1 Year with Assurance (Knowledge Base + Product Updates) to Direct Support	\$4.78
132-34	MI-EMS-U-1YM-AD-UP	Upgrade for MobileIron Enterprise Mobility Management Silver Bundle per User Maintenance Support for 1 Year with Assurance (Knowledge Base + Product Updates) to Direct Support. 3 devices/user	\$7.01
132-33	MI-EMS-DU-PL-UP	Upgrade for MobileIron Enterprise Mobility Management Silver Bundle per Device to per User Perpetual License. 3 devices/user	\$29.62
132-34	MI-EMS-DU-1YM-D-UP	Upgrade for MobileIron Enterprise Mobility Management Silver Bundle per Device to per User Maintenance Support for 1 Year with Direct Support. 3 devices/user	\$7.77

		Upgrade for MobileIron Enterprise Mobility Management Silver Bundle per Device to per User Subscription License for 1 Year with Direct Support. 3 devices/user	
132-32	MI-EMS-DU-1YS-D-UP	Upgrade for MobileIron EMM Silver to Gold Bundle per Device Perpetual License	\$20.31
132-33	MI-EMSG-D-PL-UP	Upgrade for MobileIron EMM Silver to Gold Bundle per Device Maintenance Support for 1 Year with Direct Support	\$29.62
132-34	MI-EMSG-D-1YM-D-UP	Upgrade for MobileIron EMM Silver to Gold Bundle per Device Subscription License for 1 Year with Direct Support	\$7.77
132-32	MI-EMSG-D-1YS-D-UP	Upgrade for MobileIron EMM Silver to Gold Bundle per User Perpetual License. 3 devices/user	\$20.31
132-33	MI-EMSG-U-PL-UP	Upgrade for MobileIron EMM Silver to Gold Bundle per User Maintenance Support for 1 Year with Direct Support. 3 devices/user	\$52.09
132-34	MI-EMSG-U-1YM-D-UP	Upgrade for MobileIron EMM Silver to Gold Bundle per User Subscription License for 1 Year with Direct Support. 3 devices/user	\$12.22
132-32	MI-EMSG-U-1YS-D-UP	Upgrade for MobileIron EMM Silver to Gold Bundle per Device to per User Perpetual License. 3 devices/user	\$30.47
132-33	MI-EMSG-DU-PL-UP	Upgrade for MobileIron EMM Silver to Gold Bundle per Device to per User Maintenance Support for 1 Year with Direct Support. 3 devices/user	\$76.17
132-34	MI-EMSG-DU-1YM-D-UP		\$19.99

		Upgrade for MobileIron EMM Silver to Gold Bundle per Device to per User Subscription License for 1 Year with Direct Support. 3 devices/user	
132-32	MI-EMSG-DU-1YS-D-UP		\$50.78
132-33	MI-EMSP-D-PL-UP	Upgrade for MobileIron EMM Silver to Platinum Bundle per Device Perpetual License	\$55.01
132-34	MI-EMSP-D-1YM-D-UP	Upgrade for MobileIron EMM Silver to Platinum Bundle per Device Maintenance Support for 1 Year with Direct Support	\$14.44
132-32	MI-EMSP-D-1YS-D-UP	Upgrade for MobileIron EMM Silver to Platinum Bundle per Device Subscription License for 1 Year with Direct Support	\$35.55
132-33	MI-EMSP-U-PL-UP	Upgrade for MobileIron EMM Silver to Platinum Bundle per User Perpetual License. 3 devices/user	\$84.63
132-34	MI-EMSP-U-1YM-D-UP	Upgrade for MobileIron EMM Silver to Platinum Bundle per User Maintenance Support for 1 Year with Direct Support. 3 devices/user	\$22.21
132-32	MI-EMSP-U-1YS-D-UP	Upgrade for MobileIron EMM Silver to Platinum Bundle per User Subscription License for 1 Year with Direct Support. 3 devices/user	\$63.74
132-33	MI-EMSP-DU-PL-UP	Upgrade for MobileIron EMM Silver to Platinum Bundle per Device to per User Perpetual License. 3 devices/user	\$114.26
132-34	MI-EMSP-DU-1YM-D-UP	Upgrade for MobileIron EMM Silver to Platinum Bundle per Device to per User Maintenance Support for 1 Year with Direct Support. 3 devices/user	\$29.99

		Upgrade for MobileIron EMM Silver to Platinum Bundle per Device to per User Subscription License for 1 Year with Direct Support. 3 devices/user	\$76.17
132-34	MI-EMSP-DU-1YS-D-UP		
132-33	MI-EMGP-D-PL-UP	Upgrade for MobileIron EMM Gold to Platinum Bundle per Device Perpetual License	\$25.39
32-34	MI-EMGP-D-1YM-D-UP	Upgrade for MobileIron EMM Gold to Platinum Bundle per Device Maintenance Support for 1 Year with Direct Support	\$6.66
132-32	MI-EMGP-D-1YS-D-UP	Upgrade for MobileIron EMM Gold to Platinum Bundle per Device Subscription License for 1 Year with Direct Support	\$15.23
132-33	MI-EMGP-U-PL-UP	Upgrade for MobileIron EMM Gold to Platinum Bundle per User Perpetual License. 3 devices/user	\$38.09
132-34	MI-EMGP-U-1YM-D-UP	Upgrade for MobileIron EMM Gold to Platinum Bundle per User Maintenance Support for 1 Year with Direct Support. 3 devices/user	\$10.00
132-32	MI-EMGP-U-1YS-D-UP	Upgrade for MobileIron EMM Gold to Platinum Bundle per User Subscription License for 1 Year with Direct Support. 3 devices/user	\$25.39
132-33	MI-EMGP-DU-PL-UP	Upgrade for MobileIron EMM Gold to Platinum Bundle per Device to per User Perpetual License. 3 devices/user	\$84.63
132-34	MI-EMGP-DU-1YM-D-UP	Upgrade for MobileIron EMM Gold to Platinum Bundle per Device to per User Maintenance Support for 1 Year with Direct Support. 3 devices/user	\$22.21

		Upgrade for MobileIron EMM Gold to Platinum Bundle per Device to per User Subscription License for 1 Year with Direct Support. 3 devices/user	\$55.86
132-32	MI-EMGP-DU-1YS-D-UP	Upgrade for MobileIron Access per Device Subscription License for 1 Year with Assurance (Knowledge Base + Product Updates) to Direct. 3 devices/user	\$2.03
132-34	MI-ACCESS-U-1YS-AD-UP	Upgrade for MobileIron Derived Credentials with Entrust per Device Maintenance Support for 1 Year with Assurance Support (Knowledge Base + Product Updates) to Direct	\$1.27
132-34	MI-DCEN-D-1YM-AD-UP	Upgrade for MobileIron Derived Credentials with Entrust per User Maintenance Support for 1 Year with Assurance Support (Knowledge Base + Product Updates) Direct Support. 3 devices/user	\$1.91
132-32	MI-DCEN-U-1YM-AD-UP	Upgrade for MobileIron Derived Credentials with Entrust per Device Subscription License for 1 Year with Assurance (Knowledge Base + Product Updates) to Direct	\$0.51
132-32	MI-DCEN-D-1YS-AD-UP	Upgrade for MobileIron Derived Credentials with Entrust per User Subscription License for 1 Year with Assurance (Knowledge Base + Product Updates) to Direct. 3 devices/user	\$0.76
132-33	MI-DCEN-U-1YS-AD-UP	Upgrade for MobileIron Derived Credentials with Entrust per Device to per User Perpetual License. 3 devices/user	\$9.66
		MI-DCEN-DU-PL-UP	

		Upgrade for MobileIron Derived Credentials with Entrust per Device to per User	
132-34	MI-DCEN-DU-1YM-D-UP	Maintenance Support for 1 Year with Direct Support. 3 devices/user	\$2.22
132-32	MI-DCEN-DU-1YS-D-UP	Upgrade for MobileIron Derived Credentials with Entrust per Device to per User Subscription License for 1 Year with Direct Support. 3 devices/user	\$5.08
132-34	MI-HELP-D-1YM-AD-UP	Upgrade for MobileIron Help@Work per Device Maintenance Support for 1 Year with Assurance (Knowledge Base + Product Updates) to Direct Support	\$1.27
132-34	MI-HELP-U-1YM-AD-UP	Upgrade for MobileIron Help@Work per User Maintenance Support for 1 Year with Assurance (Knowledge Base + Product Updates) to Direct Support. 3 devices/user	\$1.91
132-34	MI-EMP-D-1YM-D-R	MobileIron Enterprise Mobility Management Platinum Bundle per Device Maintenance Support for 1 Year Renewal with Direct Support	\$31.10
132-32	MI-EMP-D-1YS-D-R	MobileIron Enterprise Mobility Management Platinum Bundle per Device Subscription License for 1 Year Renewal with Direct Support	\$76.17
132-34	MI-EMP-U-1YM-D-R	MobileIron Enterprise Mobility Management Platinum Bundle per User Maintenance Support for 1 Year Renewal with Direct Support. 3 devices/user	\$46.65
132-32	MI-EMP-U-1YS-D-R	MobileIron Enterprise Mobility Management Platinum Bundle per User Subscription License for 1 Year Renewal with Direct Support. 3 devices/user	\$116.80

132-34	MI-EMG-D-1YM-D-R	MobileIron Enterprise Mobility Management Gold Bundle per Device Maintenance Support for 1 Year Renewal with Direct Support	\$24.43
132-32	MI-EMG-D-1YS-D-R	MobileIron Enterprise Mobility Management Gold Bundle per Device Subscription License for 1 Year Renewal with Direct Support	\$60.94
132-34	MI-EMG-U-1YM-D-R	MobileIron Enterprise Mobility Management Gold Bundle per User Maintenance Support for 1 Year Renewal with Direct Support. 3 devices/user	\$36.65
132-32	MI-EMG-U-1YS-D-R	MobileIron Enterprise Mobility Management Gold Bundle per User Subscription License for 1 Year Renewal with Direct Support. 3 devices/user	\$91.41
132-34	MI-EMS-D-1YM-D-R	MobileIron Enterprise Mobility Management Silver Bundle per Device Maintenance Support for 1 Year Renewal with Direct Support	\$16.66
132-32	MI-EMS-D-1YS-D-R	MobileIron Enterprise Mobility Management Silver Bundle per Device Subscription License for 1 Year Renewal with Direct Support	\$40.62
132-34	MI-EMS-U-1YM-D-R	MobileIron Enterprise Mobility Management Silver Bundle per User Maintenance Support for 1 Year Renewal with Direct Support. 3 devices/user	\$24.43
132-32	MI-EMS-U-1YS-D-R	MobileIron Enterprise Mobility Management Silver Bundle per User Subscription License for 1 Year Renewal with Direct Support. 3 devices/user	\$60.94
132-32	MI-ACCESS-U-1YS-D-R	MobileIron Access per User Subscription License for 1 Year Renewal with Direct Support. 3 devices/user	\$40.62

132-34	MI-DCEN-D-1YM-D-R	MobileIron Derived Credentials with Entrust per Device Maintenance Support for 1 Year Renewal with Direct Support	\$4.44
132-32	MI-DCEN-D-1YS-D-R	MobileIron Derived Credentials with Entrust per Device Subscription License for 1 Year Renewal with Direct Support	\$10.16
132-34	MI-DCEN-U-1YM-D-R	MobileIron Derived Credentials with Entrust per Device Maintenance Support for 1 Year Renewal with Direct Support. 3 devices/user	\$6.66
132-32	MI-DCEN-U-1YS-D-R	MobileIron Derived Credentials with Entrust per Device Subscription License for 1 Year Renewal with Direct Support. 3 devices/user	\$15.23
132-34	MI-HELP-D-1YM-D-R	MobileIron Help@Work per Device Maintenance Support for 1 Year Renewal with Direct Support	\$4.44
132-32	MI-HELP-D-1YS-D-R	MobileIron Help@Work per Device Subscription License for 1 Year Renewal with Direct Support	\$10.16
132-34	MI-HELP-U-1YM-D-R	MobileIron Help@Work per User Maintenance Support for 1 Year Renewal with Direct Support. 3 devices/user	\$6.66
132-32	MI-HELP-U-1YS-D-R	MobileIron Help@Work per User Subscription License for 1 Year Renewal with Direct Support. 3 devices/user	\$15.23
132-34	MI-BYOD-D-1YM-D-R	MobileIron BYOD Portal per Device Maintenance Support for 1 Year with Direct Support Renewal	\$4.44
132-32	MI-BYOD-D-1YC-D-R	MobileIron BYOD Portal per Device Cloud Subscription License for 1 Year with Direct Support Renewal	\$10.16

132-34	MI-BYOD-U-1YM-D-R	MobileIron BYOD Portal per User Maintenance Support for 1 Year with Direct Support Renewal. 3 devices/user	\$6.66
132-32	MI-BYOD-U-1YC-D-R	MobileIron BYOD Portal per User Cloud Subscription License for 1 Year with Direct Support Renewal. 3 devices/user	\$15.23
132-32	MI-KNOX-D-1YS-D-R	MobileIron re-sale of Samsung KNOX per Device Subscription License for 1 Year Renewal with Direct Support	\$41.72
132-34	MI-PLRS-D-1YM-D-R	MobileIron re-sale of Polaris per Device Maintenance Support for 1 Year Renewal with Direct Support	\$2.59
132-32	MI-PLRS-D-1YS-D-R	MobileIron re-sale of Polaris per Device Subscription License for 1 Year Renewal with Direct Support	\$6.76
132-34	MI-PSPREMIUMPLUS-R	Premium Plus Services and Strategic Account Management (annual fee) Renewal	\$43,458.44
132-34	MI-PSGLOBALPREMIUMPLUS-R	Global Premium Services (annual fee) Renewal	\$96,574.31
132-32	MI-EMP-D-1YMC-D	MobileIron Enterprise Mobility Management Platinum Bundle per Device Cloud Subscription License for 1 Year with Direct Support	\$76.17
132-32	MI-EMP-D-1YMC-D-R	MobileIron Enterprise Mobility Management Platinum Bundle per Device Cloud Subscription License for 1 Year Renewal with Direct Support	\$76.17
132-32	MI-EMP-DU-1YMC-D-UP	Upgrade for MobileIron Enterprise Mobility Management Platinum Bundle per Device to per User Cloud Subscription License for 1 Year with Direct Support. 3 devices/user	\$40.62

		MobileIron Enterprise Mobility Management Platinum Bundle per User Cloud Subscription License for 1 Year with Direct Support. 3 devices/user	\$116.80
132-32	MI-EMP-U-1YMC-D	MobileIron Enterprise Mobility Management Platinum Bundle per User Cloud Subscription License for 1 Year with Direct Support. 3 devices/user	\$116.80
132-32	MI-EMP-U-1YMC-D-R	MobileIron Enterprise Mobility Management Platinum Bundle per User Cloud Subscription License for 1 Year Renewal with Direct Support. 3 devices/user	\$116.80
132-32	MI-EMG-D-1YMC-D	MobileIron Enterprise Mobility Management Gold Bundle per Device Cloud Subscription License for 1 Year with Direct Support	\$60.94
132-32	MI-EMG-D-1YMC-D-R	MobileIron Enterprise Mobility Management Gold Bundle per Device Cloud Subscription License for 1 Year Renewal with Direct Support	\$60.94
132-32	MI-EMG-DU-1YMC-D-UP	Upgrade for MobileIron Enterprise Mobility Management Gold Bundle per Device to per User Cloud Subscription License for 1 Year with Direct Support. 3 devices/user	\$30.47
132-32	MI-EMG-U-1YMC-D	MobileIron Enterprise Mobility Management Gold Bundle per User Cloud Subscription License for 1 Year with Direct Support. 3 devices/user	\$91.41
132-32	MI-EMG-U-1YMC-D-R	MobileIron Enterprise Mobility Management Gold Bundle per User Cloud Subscription License for 1 Year Renewal with Direct Support. 3 devices/user	\$91.41
132-32	MI-EMS-D-1YMC-D	MobileIron Enterprise Mobility Management Silver Bundle per Device Cloud Subscription License for 1 Year with Direct Support	\$40.62

		MobileIron Enterprise Mobility Management Silver Bundle per Device Cloud Subscription License for 1 Year Renewal with Direct Support	\$40.62
132-32	MI-EMS-D-1YMC-D-R	Upgrade for MobileIron Enterprise Mobility Management Silver Bundle per Device to per User Cloud Subscription License for 1 Year with Direct Support. 3 devices/user	\$20.31
132-32	MI-EMS-U-1YMC-D	MobileIron Enterprise Mobility Management Silver Bundle per User Cloud Subscription License for 1 Year with Direct Support. 3 devices/user	\$60.94
132-32	MI-EMS-U-1YMC-D-R	MobileIron Enterprise Mobility Management Silver Bundle per User Cloud Subscription License for 1 Year Renewal with Direct Support. 3 devices/user	\$60.94
132-32	MI-EMSG-D-1YMC-D-UP	Upgrade for MobileIron EMM Silver to Gold Bundle per Device Cloud Subscription License for 1 Year with Direct Support	\$20.31
132-32	MI-EMSG-DU-1YMC-D-UP	Upgrade for MobileIron EMM Silver to Gold Bundle per Device to per User Cloud Subscription License for 1 Year with Direct Support. 3 devices/user	\$50.78
132-32	MI-EMSG-U-1YMC-D-UP	Upgrade for MobileIron EMM Silver to Gold Bundle per User Cloud Subscription License for 1 Year with Direct Support. 3 devices/user	\$30.47
132-32	MI-EMSP-D-1YMC-D-UP	Upgrade for MobileIron EMM Silver to Platinum Bundle per Device Cloud Subscription License for 1 Year with Direct Support	\$35.55

		Upgrade for MobileIron EMM Silver to Platinum Bundle per Device to per User Cloud Subscription License for 1 Year with Direct Support. 3 devices/user	
132-32	MI-EMSP-DU-1YMC-D-UP	Upgrade for MobileIron EMM Silver to Platinum Bundle per User Cloud Subscription License for 1 Year with Direct Support. 3 devices/user	\$76.17
132-32	MI-EMSP-U-1YMC-D-UP	Upgrade for MobileIron EMM Gold to Platinum Bundle per Device Cloud Subscription License for 1 Year with Direct Support	\$15.23
132-32	MI-EMGP-DU-1YMC-D-UP	Upgrade for MobileIron EMM Gold to Platinum Bundle per Device to per User Cloud Subscription License for 1 Year with Direct Support. 3 devices/user	\$55.86
132-32	MI-EMGP-U-1YMC-D-UP	Upgrade for MobileIron EMM Gold to Platinum Bundle per User Cloud Subscription License for 1 Year with Direct Support. 3 devices/user	\$25.39
132-32	MI-SUPPORTCASE-5PK-1Y	Support Case Pack for MobileIron Cloud. (5 cases to be used within 12 months)	\$676.02

MOBILEIRON, INC.
END USER LICENSE AGREEMENT
FEDERAL END USER

This End User License Agreement (“Agreement”) is entered into as of the later date signed below (“Effective Date”) by and between MobileIron, Inc. (“MobileIron”), a Delaware corporation having its principal place of business at 415 East Middlefield Road, Mountain View, CA 94043, and the customer/ordering activity specified below or an ordering activity identified in an order to a MobileIron reseller (“Customer”).

This Agreement consists of this page, and the attached schedule(s), which are incorporated by reference. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes and cancels all prior agreements, representations, communications, and understandings of the parties, written or oral, relating to such subject matter, and is not intended to confer upon any person other than the signatories below any rights or remedies and does not modify any terms and conditions between Customer and any prime contractor regarding the terms and conditions of the prime contractor’s prime contract. This Agreement prevails over any conflicting, or additional terms of any ordering document, acknowledgment, confirmation or other document issued by Customer that modifies the terms under which MobileIron licenses the Software unless such conflicting or additional terms have been introduced via an amendment to this Agreement and accepted in writing by both parties. The headings of sections of this Agreement are for convenience and are not for use in interpreting this Agreement.

Except as otherwise provided in this Agreement, all legal notices will be given in writing to the addresses below and will be effective (a) when personally delivered, (b) on the reported delivery date if sent by a recognized international or overnight courier, or (c) five business days after being sent by registered or certified mail (or ten days for international mail). For clarity, invoices and other documents relating to order processing and payment are not legal notices and may be delivered electronically in accordance with MobileIron and Customer’s standard ordering procedures.

TERMS AND CONDITIONS

1. **Definitions.**

- a. "Documentation" means the written and/or electronic release notes, implementation guides, or other published technical documentation about specific Software that is provided by MobileIron to Customer together with the delivery of the Software.
- b. "License Term" means the term of the license granted for specific Software, as identified in the relevant Order and starting when the Software is first made available for download by Customer.
- c. "Order" means any purchase order, product schedule or ordering document between Customer and MobileIron (or an authorized reseller, if applicable) that identifies the products and/or services licensed or sold and any applicable licensing parameters (e.g., the number of licenses).
- d. "Software" means the object code version of MobileIron proprietary computer programs (including any software accessed as a service) described in the relevant Order, including any Documentation and Updates.
- e. "Updates" means any correction, update, upgrade, patch, or other modification or addition made by MobileIron to specific Software.

2. **License Grant.**

- a. **Software License.** Subject to the terms and conditions of this Agreement, during the applicable License Term, MobileIron hereby grants to Customer (i) a non-exclusive, non-transferable and non-sublicensable license for Customer to use the Software solely for Customer's internal use with Customer's ordinary business operations and in accordance with the applicable Documentation, and (ii) the right to maintain a reasonable number of copies of the Software on its systems for backup and recovery purposes. Subject to the restrictions in Section 3, below, Customer may provide Software licenses to its employees, contractors, and affiliates (and any employees and contractors of such affiliates), provided Customer is responsible for their actions that violate the terms of this Agreement.
- b. **Trial License.** The terms applicable to Software apply to trial copies of Software ("Trial Software"), except for the following different or additional terms: (i) the License Term for Trial Software is thirty (30) days, which MobileIron may extend upon written consent; (ii) the trial period shall commence on the date that MobileIron delivers the Trial Software to Customer; (iii) Trial Software is provided "AS IS" without warranty of any kind, and MobileIron disclaims all warranties, indemnities, and all other liabilities for Trial Software; (iv) Customer is not entitled to any support and maintenance services or any Updates for Trial Software; and (v) either party may terminate the license for Trial Software upon five (5) days' written notice to the other party.

3. **Use Restrictions.** As a condition of the license granted in Section 2, Customer shall not itself and shall not authorize or permit any third party to: (a) reverse engineer, decompile, decode, decrypt, disassemble, or attempt to derive any source code from the Software (except and only to the extent any foregoing restriction is prohibited by applicable law); (b) modify, adapt, or create any derivative works based on the Software; (c) distribute, sell, license, lease, transfer, or otherwise provide any Software to third parties except as expressly provided in this Agreement; (d) provide the Software as a service to third parties, including but not limited to on a service bureau, SaaS, or time-sharing basis; (e) unbundle any component of any Software; or (f) use the Documentation except for supporting Customer's authorized use of the Software; or (g) use the Software to store or transmit malicious code or infringing, libelous, unlawful or tortious material; or (h) disrupt the integrity or performance of any Software accessed as a service; or (i) employ or authorize a MobileIron Competitor to use or view the Software or Documentation, or to provide management, hosting, support or similar services with regard to the Software without the prior written consent of MobileIron. "MobileIron Competitor" means Good Technology by Blackberry, AirWatch by VMWare, Maas360 by IBM Corporation, XenMobile by Citrix, and InTune by Microsoft.

4. **Payment; Additional Licenses; Reporting.** Customer shall pay the fees for MobileIron products and/or services as set forth in the applicable Order. If Customer is purchasing through a reseller, payment terms will be determined by Customer and the reseller. If Customer is purchasing directly from MobileIron, all fees shall be paid in U.S. dollars and are due within thirty (30) days of

the invoice. Customer shall pay all applicable fees, insurance costs, and taxes, excluding taxes on MobileIron's net income. If the actual number of registered devices or users (as applicable) exceed the number of licenses purchased by Customer in the applicable Order, then Customer shall (a) immediately cease such excess usage or (b) purchase additional licenses to cover the excess usage. Fees for excess usage shall be based on MobileIron's then-current price list or as specified in the Order or in the Reseller's prime contract. Upon written request by MobileIron, Customer shall provide a usage report, which in certain cases may be generated using the Software, or provide MobileIron reasonable access to the system administrator logs or portal solely for the purpose of certifying the number and type of registered devices or users. MobileIron's infrastructure may enable MobileIron to access the device or user count for the Software.

5. **Confidentiality.**

a. **Definition.** "Confidential Information" means non-public information provided by one party ("Discloser") to the other ("Recipient") that is designated as confidential or reasonably should be considered as such, excluding information that (i) is or becomes public through no fault of the Recipient, (ii) was known to Recipient before the disclosure without a duty of non-disclosure, (iii) is disclosed to Recipient by a third party without violation of any confidentiality restrictions, or (iv) is independently developed by the Recipient without access to or use of the Discloser's information. MobileIron Confidential Information includes but is not limited to all Software (and any derivatives, performance data, benchmark results, security assessments, product roadmaps and any other technical information relating to the Software), Documentation and its derivatives, and MobileIron's pricing. The terms and conditions of this Agreement are the Confidential Information of both parties. When the end user is the Federal Government, neither this Agreement nor the pricing terms are confidential information notwithstanding any such markings. MobileIron recognizes that Federal agencies are subject to the Freedom of Information Act (FOIA), 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor. Notwithstanding the foregoing, Confidential Information is exempt from release under FOIA when it meets the requirements at 5 U.S.C. 552(b)(4). In addition, the requirements of the Federal Trade Secrets Act, 18 U.S.C. §1905 also apply to trade secret information designated as Confidential Information.

b. **Non-disclosure and Non-Use.** The Recipient shall (i) only use the Confidential Information of the Discloser to exercise its rights and/or to perform under this Agreement, (ii) use the same degree of care to prevent unauthorized use and disclosure of Discloser's Confidential Information as it does for its own confidential information, but in no event less than reasonable care, and (iii) with respect to employees, contractors, or agents of Recipient, limit access to the Discloser's Confidential Information only to those employees, contractors, or agents who have a need to access such Confidential Information and who are subject to confidentiality obligations at least as restrictive as those specified in this Section 5. The Recipient may disclose the Discloser's Confidential Information to the extent required by any court, governmental body, or law or regulation, provided that, if legally permissible, Recipient shall provide prompt written notice to the Discloser of such disclosure. Upon written request of the Discloser, the Recipient shall return or destroy, at Discloser's option, the Discloser's Confidential Information. The Confidential Information of MobileIron is exempt from release under the Freedom of Information Act pursuant to 5 U.S.C. 552(b)(4) and is subject to the Federal Trade Secrets Act, 18 U.S.C. 1905. When the end user is the Federal Government, neither this Agreement nor the pricing terms are confidential information notwithstanding any such markings. Subject to the protections of 5 U.S.C. 552(b)(4) MobileIron recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor. Nothing herein waives any protections of MobileIron under the Federal Trade Secrets Act, 18 U.S.C. §1905.

6. **Ownership.** All Software is licensed and not sold. MobileIron and its suppliers- own and retain all right, title, and (except as expressly licensed in this Agreement) interest in and to the Software and its derivative works. Customer is not obligated to provide MobileIron with any suggestions or feedback about the products or services ("Feedback"). To the extent Customer does provide Feedback to MobileIron, Customer assigns ownership of such Feedback to MobileIron and MobileIron may use and modify such Feedback without any restriction or payment.

7. **Indemnity.**

a. **Indemnification.** Subject to 28 USC 516, MobileIron shall at its cost and expense (i) defend or settle any claim brought against Customer and its directors, officers and employees ("Customer Indemnitee(s)") by an unaffiliated third party alleging that Customer's use of the Software infringes or violates that third party's intellectual property right(s), and (ii) pay, indemnify and hold Customer Indemnitees harmless from any settlement of such claim or any damages finally awarded to such third party by a court of competent jurisdiction as a result of such claim.

b. **Procedures.** MobileIron's indemnification obligation is conditioned on Customer Indemnitee(s): (i) giving MobileIron prompt written notice of such claim, (ii) permitting (subject to 28 USC 516) MobileIron to solely control and direct the defense or settlement of such claim, provided MobileIron shall not settle any claim in a manner that requires Customer to admit liability or pay money without Customer's prior written consent, and (iii) providing MobileIron all reasonable assistance in connection with the defense or settlement of such claim, at MobileIron's cost and expense. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

c. **Remedies.** If such a claim occurs or in MobileIron's opinion is reasonably likely to occur, MobileIron may at its expense and sole discretion: (i) procure the right to allow Customer to continue using the applicable Software, (ii) modify or replace the applicable Software to become non-infringing, or (iii) if neither (i) nor (ii) is commercially practicable, terminate Customer's license to the affected portion of applicable Software and refund (or cause the authorized reseller to refund) a portion of the pre-paid, unused license fees paid by Customer corresponding to such Software. In the case of a perpetual license, the unused portion of the license fees shall be determined on a pro-rata basis over a three (3) year period starting from the initial delivery of the Software.

d. **Exclusions.** MobileIron shall have no obligations under this Section 7 if the claim is based upon or arises out of: (i) any modification to the applicable Software not made by or at the direction of MobileIron, (ii) any combination or use of the applicable Software with any third party equipment, products or systems, to the extent that such claim is based on such combination or use, (iii) Customer's continued use of the allegedly infringing technology after being notified of the infringement claim, (iv) Customer's failure to use Updates made available by MobileIron, (v) Customer's failure to use the Software in accordance with the applicable Documentation, and/or (vi) use of the Software outside the scope of the license granted under this Agreement. The remedies specified in this Section 7 constitute Customer's sole and exclusive remedies, and MobileIron's entire liability, with respect to infringement of third party intellectual property rights.

8. **Support and Maintenance Services.** Support and maintenance services shall be provided in accordance with the support and maintenance terms and conditions specified in Schedule B, attached hereto.

9. **Warranties.**

a. **Software.** For ninety (90) days following the commencement of the applicable License Term, MobileIron represents and warrants to Customer that the Software materially conforms to the specifications specified in the relevant Documentation. Customer's sole and exclusive remedy and the entire liability of MobileIron for MobileIron's breach of this warranty will be for MobileIron, at its option, to repair or replace such Software or refund the license and associated support and maintenance fees paid for such non-conforming Software, in which case the license to the Software shall terminate.

b. **Professional Services.** Customer may order professional services from MobileIron. Such professional services shall be subject to the terms and conditions of this Agreement and mutually agreed-upon statement of work (if any). For ninety (90) days following the date of delivery of any professional service by MobileIron to Customer, MobileIron represents and warrants that such professional services shall be professional, workman-like and performed in a manner conforming to generally accepted industry standards and practices for similar services. Customer's sole and exclusive remedy and the entire liability of MobileIron for MobileIron's breach of this warranty will be for MobileIron, at its option, to re-perform the non-conforming services or refund the fees paid for such non-conforming professional services.

c. **Exclusions.** The express warranties do not apply if the applicable Software or hardware (i) has been modified, except by or at the direction of MobileIron, (ii) has not been installed, used, or maintained in accordance with this Agreement and Documentation, (iii) has been subjected to abnormal physical or electrical stress, misuse, negligence or accident, and/or (iv) is used with equipment, products or systems not specified in the Documentation. Additionally, these warranties only apply if notice of a warranty claim is provided within the applicable warranty period.

d. **Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS SECTION 9, THE SOFTWARE, AND SERVICES ARE PROVIDED "AS IS," AND MOBILEIRON PROVIDES NO OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND MOBILEIRON SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

10. **Term and Termination.** The license granted herein with respect to specific Software shall remain effective until the License Term for the relevant Software expires or the license for the relevant Software is terminated. This Agreement shall remain effective until the earliest of (a) termination in accordance with this Section 10, (b) expiration of the applicable License Term or (c) expiration of the applicable Support & Maintenance Term. If MobileIron agrees to reinstate a lapsed subscription license, then the terms of this Agreement shall apply. Either party may terminate this Agreement upon thirty (30) days' written notice of an undisputed material breach by the other party, unless the breach is cured within the 30-day notice period. In the event of any disputed breach, the Contract Disputes Act will apply. The parties may terminate this Agreement by mutual written consent. For perpetual licenses only, the license grant in Section 2 shall survive expiration or termination of this Agreement unless MobileIron has terminated due to Customer's uncured material breach. In addition, Sections 1, 3-7, and 9-12, and all liabilities that accrue prior to termination shall survive expiration or termination of this Agreement for any reason. Any dispute regarding a disputed termination for breach under this section, will be resolved in accordance with the Contract Disputes Act.

11. **Limitation of Liabilities.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR ANY BREACHES OF OR FOR LIABILITY ARISING OUT OF SECTION 3 (RESTRICTIONS), 5 (CONFIDENTIALITY), OR CUSTOMER'S PAYMENT OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE) FOR: (a) ANY LOST PROFITS, LOST BUSINESS OPPORTUNITIES, LOST DATA, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE, OR (b) AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAYABLE TO MOBILEIRON FOR THE RELEVANT SOFTWARE, OR SERVICE DURING THE TWELVE-MONTH PERIOD BEFORE THE EVENT GIVING RISE TO SUCH LIABILITY. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SPECIFIED IN THIS AGREEMENT. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 11. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

12. **General.**

a. **Export/Import.** Software and Documentation may be subject to U.S. and foreign import and export control laws and regulations. Customer agrees to comply with all such regulations applicable to Customer, including obtaining applicable import licenses.

b. **U.S. Government Rights.** The Software and Documentation are "commercial items" as that term is defined at FAR 2.101. If Customer is the US Federal Government (Government) Executive Agency (as defined in FAR 2.101), MobileIron provides the Software and Documentation, including any related technical data, and/or professional services in accordance with the following: If acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this Agreement. If acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this Agreement. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative or Judicial Agency shall obtain only those rights in technical data and software customarily provided to the public as defined in this Agreement. If any Federal Executive, Legislative, or Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with MobileIron to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. If this Agreement fails to meet the Government's needs or is inconsistent in any way with Federal law, and the parties cannot reach a mutual agreement on terms for this Agreement, the Government agrees to terminate its use of the Software and Documentation and return the Software and Documentation and any other software or technical data delivered as part of the Software and Documentation, unused, to MobileIron. This U.S. Government Rights clause in this Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this Agreement.

- c. In-Licensed Materials and Open Source. The Software may contain or may interoperate with software services or other technology that is not owned by MobileIron but has been licensed to MobileIron by a third party or that is available under open source or free software licenses (“**In-Licensed Materials**”). The In-Licensed Materials may be subject to additional terms and conditions, as identified on Schedule A, attached hereto, or as otherwise made available to Customer. Such terms and conditions are incorporated by reference herein. To the extent MobileIron uses open source software in its Software, the applicable licenses shall not restrict the license rights granted to Customer under this Agreement or impose further obligations or restrictions upon Customer, provided Customer uses the Software in accordance with this Agreement.
- d. Governing Law and Jurisdiction. This Agreement, and the rights and duties of the parties arising from this Agreement, shall be governed by, construed, and enforced in accordance with Federal common law of the United States and where there is no Federal common law, the laws of the State of California, excluding its conflicts-of-law principles. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be federal courts in Santa Clara, California, and the parties agree to service of process in accordance with the rules of such courts. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply. The foregoing is subject to the Contract Disputes Act.
- e. Assignment. Neither party may assign this Agreement without prior written consent of the other party, provided however, subject to FAR 42.12, either party may do so to a successor-in-interest of substantially all of its business and/or assets. Any assignment in violation of this Section 12.e shall be void. Subject to the foregoing, all rights and obligations of the parties under this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the successors and permitted assigns.
- f. Data Communications. MobileIron shall only collect, access, use, store, safeguard, disclose and transfer (“Process”) Personal Information (i) for the purposes of this Agreement, including without limitation, to implement and deliver the Software and its features and associated services, provide Customer support, and help Customer prevent or address service or technical problems, (ii) as otherwise expressly permitted by Customer in writing, or (iii) as compelled by law. Customer shall make such disclosures, obtain such consents, and provide such access, choices and other applicable rights to individual users with regard to the Processing of Personal Information as are required under applicable law, rules or regulations. “Personal Information” means any information relating to an identified or identifiable individual user that is obtained by or communicated to MobileIron by Customer in performance by MobileIron of its obligations under this Agreement. MobileIron collects, analyzes, and uses aggregated, de-identified technical data and related information (such as product or feature usage, device metrics/metadata and/or mobile application usage) to facilitate market research, product development/improvement and to provide support and maintenance services. MobileIron may use, store, or disclose such information or material derived from such information, as long as it is in a form that does not identify or is not attributable to any individual.
- g. Equitable Relief. The parties agree that a material breach of this Agreement adversely affecting MobileIron’s or its suppliers’ intellectual property rights in Software or either party’s Confidential Information may cause irreparable injury to such party for which monetary damages would be an inadequate remedy and the non-breaching party shall be entitled, to the extent permitted under Federal procurement law or statute, to equitable relief (without a requirement to post a bond) in addition to any remedies it may have under this Agreement or at law.
- h. Publicity. MobileIron may publicly disclose that Customer is a customer of MobileIron and a licensee of the Software, including in a list of MobileIron customers and other promotional materials, however, MobileIron will not state or imply that Customer endorses any MobileIron product or service to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.
- i. Independent Contractor. The parties are independent contractors. This Agreement shall not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties.
- j. Waiver & Severability; Amendments. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of any other provision or any subsequent breach. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remaining provisions of this Agreement will remain in full force and effect. This Agreement may only be amended, or any term or condition set forth herein waived, by written consent of both parties.

MOBILEIRON, INC.

**Schedule A: Terms and Conditions Related to In-Licensed Materials and Third Party Products
(version August 12, 2015)**

MobileIron and Customer have entered into one or more agreement(s) relating to the use and license of MobileIron software, which may contain In-Licensed Materials (the "Customer Agreement"), and the following terms and conditions shall apply.

I. IN-LICENSED MATERIALS

The software licensed under the Customer Agreement may contain or be provided with the In-Licensed Materials listed below. Such In-Licensed Materials shall be deemed "Software" (and subject to the same terms and conditions applicable to "Software") under the Customer Agreement notwithstanding anything to the contrary therein; provided, however, in connection therewith, additional or different terms are applicable as identified below. In-Licensed Materials shall have the meaning set forth in the Customer Agreement if defined therein; otherwise "In-Licensed Materials" means software, services or other technology software that is not proprietary to MobileIron but has been licensed to MobileIron and is contained in or may interoperate with the Software.

A. MobileIron "Silver" or "Gold" Bundle, also sold as Core:

1. **Cell Tower Information** (only applies to Customers outside the United States). If Customer is provided any cellular tower identification information with associated latitude and longitude location information, Customer agrees that neither it nor its end users will use such latitude and longitude location information to create a latitude/longitude lookup database for cellular towers.

2. **SMS Messaging.** (a) Customer will not use SMS messaging service to transmit inappropriate content. Inappropriate content includes any content that (a) is unsolicited, (b) causes the introduction of viruses, worms, Trojan horses, e-mail bombs, cancelbots or other similar computer programming routines, (c) is unlawful or offensive as determined by MobileIron's suppliers in their sole discretion, (d) is misleading or inaccurate, or (e) infringes the intellectual property of any person.

3. **Microsoft® Exchange Activesync.** (a) With respect to Microsoft® Exchange Activesync, the provision of this service (or software, as applicable) to you does not grant, and you do not receive, any rights under any Microsoft intellectual property with respect to any smartphone or other device software that you use to access this service (or to access the functionality provided by software, as applicable). (b) With respect to Microsoft® Exchange Activesync, use is limited to internal use (including such use by agents or contractors exclusively on Customer's behalf) as part of the Core offering for the sole purpose of managing hand-held devices of Customer's employees, agents and/or contractors.

4. **Email+.** (a) "Email+ Device Software" means MobileIron's Email+ client device email software delivered by MobileIron to Customer, including any updates, modifications or upgrades of the same delivered to Customer during the term of the Agreement. (b) "EAS-Enabled Server" means (i) Microsoft Exchange server 2003, 2007, 2010 or any subsequent version thereof released during the term of the Agreement, (ii) any Microsoft owned or operated server that provides Windows Live Hotmail services, and (iii) any server software licensed by Microsoft to implement the Microsoft Exchange ActiveSync™ Protocol. (c) MobileIron grants to Customer a non-exclusive right to permit Customer Representatives to use and reproduce the Email+ Software (in object code form) only: (i) in mobile phones, smartphones, laptops, or tablets that are managed by MobileIron's Software and (ii) for Customer's use with services provided by EAS-Enabled Servers.

5. **Splunk Universal Forwarder.** (a) The Splunk Universal Forwarder may forward data generated by the MobileIron Core product to Splunk Enterprise, a separate third party product not licensed or distributed by MobileIron. In order to be licensed to use the Splunk Universal Forwarder, Customer is required to obtain a license to Splunk Enterprise, directly or indirectly, from Splunk Inc. (b) Customer may not use any part of the Splunk Universal Forwarder, including third party code, in a manner not related to the MobileIron Core product. (c) MobileIron disclaims all warranties and

indemnities in connection with the Splunk Universal Forwarder and Splunk Enterprise. Splunk Inc. makes no warranties or indemnities and disclaims all obligations and other liabilities with respect to the Splunk Universal Forwarder.

6. Mobile@Work In-House App SDK. (a) MobileIron Mobile@Work In-House App SDK is a custom SDK designed to allow Customer to brand Mobile@Work with Customer's own branding. MobileIron offers this SDK without any additional charge. Use by Customer is optional and deemed acceptance of the terms below. (b) MobileIron is willing to license this SDK on the same terms and conditions as "Software," except that: (i) Customer may only use this SDK to brand Mobile@Work with its own branding; (ii) Customer may distribute its branded Mobile@Work application through its enterprise AppStore; and (iii) MobileIron will only support the current version of this SDK and the immediately preceding version for 6 months following the release of the current version.

B. MobileIron "Platinum" Bundle (includes the terms and conditions for the MobileIron "Silver" and "Gold" Bundle as well as the additional terms below):

1. MobileIron Help@Work for iOS is a custom SDK designed to allow Customer to develop the Help@Work for iOS app, which will allow the Customer's help-desk administrator to remotely view the screen of a managed iOS device, while working with the individual device-holder on troubleshooting workflows.

2. **Authorized Developer.** Customer represents and warrants that it has a valid Apple iOS Developer Program Enterprise License Agreement and hereby appoints MobileIron as an Authorized Developer under such agreement solely in connection with MobileIron's provision of Help@Work for iOS to Customer.

3. **Help@Work for iOS Display Finder.** If Customer at its option chooses to download the Help@Work for iOS Display Finder component, Customer will be required to accept the accompanying Apple end-user software license agreement (EULA), which solely governs the Apple software included therewith.

4. **ServiceConnect Integrations.** (a) "ServiceConnect Integrations" are software modules provided by MobileIron that integrate MobileIron Core or MobileIron Cloud with separate third party products and/or services not licensed or distributed by MobileIron (e.g. ServiceNow or Splunk). In order to be licensed to use a ServiceConnect Integration, Customer is required to obtain a license to the relevant third party product or service, directly or indirectly, from the third party ("Underlying Third Party"). (b) Customer may not use any part of any ServiceConnect Integrations, including third party code, in a manner not related to the MobileIron Core or MobileIron Cloud product. (c) Customer agrees that the Underlying Third Party does not in any way warrant the accuracy, reliability, completeness, usefulness, non-infringement, or quality of any ServiceConnect Integration and that the Underlying Third Party shall not be liable or responsible in any way for any losses or damage of any kind, including lost profits or other indirect or consequential damages, relating to Customer's use of or reliance upon any ServiceConnect Integration. (d) MobileIron disclaims all warranties and indemnities in connection with the ServiceConnect Integrations and the third party product or services on which the ServiceConnect Integrations run. The Underlying Third Party makes no warranties or indemnities and disclaims all obligations and other liabilities with respect to any ServiceConnect Integration. (e) The Underlying Third Party may, at any time and for any reason, discontinue its product or service, or discontinue or disrupt interoperability with the ServiceConnect Integration. MobileIron shall have no liability for any such discontinuance or disruption.

MOBILEIRON, INC.
Schedule B: Support & Maintenance Agreement
(version May 26, 2016)

If Customer has paid fees to obtain support and maintenance services directly from MobileIron, this Support and Maintenance Agreement (“SMA”) applies to such support and maintenance services. If Customer has paid fees to obtain support and maintenance services directly from an authorized reseller, the terms regarding support in this SMA shall not apply and shall instead be determined between Customer and the relevant authorized reseller, and the terms regarding maintenance are set forth in Section 3 below.

1. Definitions.

- a. “Designated Support Contact” means any Customer employee appointed by Customer who has been trained and certified by MobileIron to be a primary Customer contact with MobileIron for support services.
- b. “Incident” means when the Supported Software does not seem to materially perform in accordance with the specifications specified in the relevant Documentation.
- c. “Response” means when MobileIron support personnel have (i) triaged the Incident, (ii) contacted Customer, and (iii) begun initial troubleshooting on the Incident.
- c. “Support & Maintenance Term” means the duration of support and/or maintenance services that MobileIron must provide, as specified in the relevant Order. The initial Support & Maintenance Term shall commence when the Software is first made available for download by Customer. Any renewal Support & Maintenance Term shall commence upon the day immediately following the end of the then-current Support & Maintenance Term.
- d. “Supported Software” means the current shipping release of the Software and any prior release for one (1) year after such prior release has been superseded by a subsequent shipping release. (For example, if Software shipping version 5.0 is released in January 2016, version 5.1 is released in June 2016, and version 5.2 is released in December 2016, MobileIron shall support version 5.0 until June 2017, version 5.1 until December 2017, and version 5.2, assuming version 5.2 has not been superseded yet.)

2. Support Services.

a. Support and Trouble Tickets. During the Support & Maintenance Term, MobileIron shall use commercially reasonable efforts to provide support services to Customer, as described below. The Designated Support Contact may report Incidents to MobileIron through MobileIron’s Support Portal (available at <https://help.mobileiron.com>) or support telephone helpline, and thereafter, the parties may cooperate to address the Incidents via email, telephone or the Support Portal. MobileIron shall provide Customer with a trouble ticket number that Customer can use to track the status of Incidents. MobileIron may close the trouble ticket without further responsibility if Customer fails to respond to a request for additional information or to confirm that the trouble ticket is resolved within ten (10) days of MobileIron’s request or receipt of a patch or workaround (as applicable). Support services for Supported Software are available to Customers who have purchased direct support services or higher, for twenty-four hours per day and seven days per week.

b. Initial Response Times for Technical Support Issues. MobileIron shall provide Responses for Incidents that have been properly reported through the Support Portal in accordance with the table below:

Severity Level	Description	Initial Response Time for Direct Support	Initial Response Time for Premium Plus Support
1	A severity one (1) issue is a catastrophic production problem which may severely impact Customer's production systems or that causes Customer's	1 hour	30 minutes

Severity Level	Description	Initial Response Time for Direct Support	Initial Response Time for Premium Plus Support
	production systems to go down or not function. There may be a loss of production data and no procedural work around exists.		
2	A severity two (2) issue is an issue where Customer's production systems are functioning but does so in a severely reduced capacity. The situation causes significant impact to portions of Customer's business operations and productivity. The systems are exposed to potential loss or interruption of service, including disruption of Customer's High Availability Configuration.	4 hours	2 hours
3	A severity three (3) issue is a medium-to-low impact problem which involves partial non-critical functionality loss. This issue impairs some operations but allows Customer to continue to function. This may be a minor issue with limited/no loss of functionality or impact to Customer's operation and there is an easy circumvention or avoidance by the end user. This includes errors in Documentation.	1 business day	1 business day
4	A severity four (4) issue is for a general usage question or recommendation for a future product enhancement or modification. There is no impact on the quality, performance or functionality of the product.	5 business days	5 business days

* MobileIron business hours are 6 am-6 pm PT, Monday through Friday (excluding holidays)

b. **Limitations.** MobileIron shall have no obligations under this Section 2: (i) if the Incident cannot be reproduced by MobileIron, (ii) if the Supported Software has been modified or repaired, except by or at the direction of MobileIron, (iii) if the Supported Software has not been installed, used or maintained in accordance with the Documentation, (iv) the Supported Software is used with equipment, products or systems not supplied by MobileIron, (v) Customer does not permit MobileIron timely access to the logs or to perform remote troubleshooting sessions on the affected server or component, as reasonably requested by MobileIron, and/or (vi) for information or data contained in, stored on, or integrated with any Supported Software.

3. **Maintenance Services.**

a. **Maintenance.** During the Support & Maintenance Term, MobileIron (or authorized reseller, if applicable) shall make available to Customer all Updates to the extent generally released to other MobileIron customers that purchased the same maintenance services. Such maintenance services shall apply only to the current shipping release of the Software and, for security fixes only, the immediately prior release.

b. **Reinstatement.** If the Support & Maintenance Term expires without renewal, this SMA shall terminate as of the expiration date. Customer may reinstate this SMA by paying MobileIron an amount equal to the support and/or maintenance fees that would have been payable during the period of lapse and a reinstatement fee.

4. **General.** MobileIron may revise the terms of this SMA, provided that: (a) such revision is made to its standard SMA terms made generally available to other customers, (b) MobileIron provides written/email notice of such revision at least sixty (60) days prior to the expiration of the then-current Support & Maintenance Term, (c) such revisions only apply to renewal terms, and (d) renewal is subject to mutual agreement. Any delay or failure in the performance by MobileIron shall be excused if and to the extent caused by a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of MobileIron, including but not limited to acts of God (including but not limited to fire, flood, earthquake, storm, hurricane or other natural disaster), war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo, rebellion, revolution, insurrection, military or usurped power, civil war, acts or threats of terrorism, riots, strikes or labor disputes (excluding by MobileIron employees).

