



**PRODUCT USE TERMS FOR MOBILE DEVICE MANAGEMENT SERVICES
POWERED BY AETHERPAL, INC.
(Effective March 23, 2016)**

These Product Use Terms (the "Terms") apply to AetherPal MDM Services.

1. Definitions.

- a. "AetherPal MDM Services" means mobile device management services provided using software provided by AetherPal, Inc.
- b. "Customer(s)" means a purchaser that licenses the AetherPal MDM Services from MetTel or purchases the AetherPal MDM Services from MetTel for its own internal use to service use of mobile devices that are utilized by the organization's End Users.
- c. "End Users" means the individuals using the AetherPal MDM Services provided to Customer.
- d. "MSA" means the Master Services Agreement between MetTel and Company. These Terms are incorporated by reference into and otherwise subject to the terms of the MSA.

2. License Grant. Subject to Customer's compliance with the MSA and these Terms, Customer is granted a limited, non-exclusive, non-assignable, non-transferable, revocable in the event of breach right and license during the term indicated on the service attachment to, as applicable to the purchased Service type:

- a. install the server application on computers under the control of Customer, to install or permit its End Users to install the server application on the End Users' relevant mobile devices, to provide documentation to those of its employees and contractors engaged in the provision or support of customer service to Customer's employees, consultants and agents who use mobile devices in connection with their efforts on behalf of Customer, and to grant such service representatives the right to use the AetherPal MDM Services solely for the internal business purpose of assisting Customers' employees, consultants and agents with their use of the mobile devices that they use in connection with their efforts on behalf of Customer. Customer may make copies of the server application and its related documentation only to the extent necessary to permit authorized use of same by its end user support personnel, and for back-up or archival purposes; or
- b. install or permit its End Users to install the application on the End Users' relevant mobile devices solely for the purpose of enabling MetTel to provide Customer the AetherPal MDM Services.

3. Customer Restrictions and Obligations. Customer covenants that it will not (i) use the AetherPal MDM Service in any illegal or unlawful manner or for any illegal or unlawful purpose, (ii) collect any personally identifiable information regarding Customer's end users, except (a) in accordance with a Customer privacy policy that is readily accessible to such end users, that states that Customer shall be solely responsible and liable for its use, disclosure and distribution of end user personally identifiable information, and that complies with all applicable law, (iii) perform any act or engage in any activity that interferes with or disrupts the normal operation of the AetherPal MDM Service, as the case may be, (iv) permit any person not authorized by the license grant set forth in Section 2 to access, observe the operation of or use the AetherPal MDM Service, (v) use any confidential information provided to Customer by MetTel to create any software or documentation that is similar to any software or documentation supplied to Customer hereunder; (vi) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code or underlying ideas, algorithms or organization of the AetherPal MDM Services, any software or system used to provide AetherPal MDM Services or any documentation provided to Customer hereunder; (vii) encumber, sublicense, transfer, rent, lease, time-share or use the AetherPal MDM Services, any software or system used to provide AetherPal MDM Services or any documentation provided to Customer hereunder in any service bureau arrangement or otherwise for the benefit of any third party; (viii) except as expressly provided herein or elsewhere, provide any service that involves any use of the AetherPal MDM Services



or any documentation to any third party, (ix) copy, distribute, manufacture, adapt, create derivative works of, translate, localize, port or otherwise modify the AetherPal MDM Services, any software or system used to provide AetherPal MDM Services or any documentation provided to Customer hereunder, except as expressly authorized herein or by subsequent written agreement of authorized representatives of the parties; or (x) except as expressly provided herein or elsewhere, permit any third party to engage in any of the foregoing proscribed acts. Customer shall at all times implement software operation and data security measures that are reasonably designed to protect each instance of the AetherPal MDM Services, any software or system used to provide AetherPal MDM Services and any documentation from unauthorized use and disclosure or tampering, and all data concerning Customer interactions with end users from unauthorized disclosure or use. Customer shall promptly notify MetTel in writing of any event or omission of which it becomes aware that has resulted or might result in violation of any of the foregoing prohibitions. Customer understands and agrees that, upon receipt of any such notification, MetTel may suspend Customer's right to use the AetherPal MDM Services and/or any documentation until MetTel has reasonably confirmed that (xi) the activities or omissions that have resulted or might result in continued violation of any of the foregoing prohibitions have ceased and suitable measures to prevent their recurrence have been undertaken or (xii) such suspension is no longer necessary to comply with applicable law or to prevent harm to the AetherPal MDM Services or documentation.

4. **No Other Rights.** As between MetTel and Customer, all right, title and interest in and to the AetherPal MDM Services, all software or system used to provide AetherPal MDM Services and all documentation are reserved to MetTel and its licensor, AetherPal, Inc. The relationship between MetTel and Customer is non-exclusive, and nothing shall be construed to prevent or limit MetTel's right to provide the Product, any AetherPal MDM Services or any documentation to any other party, for any manner of use. Any unauthorized use or exploitation by Customer of the patents, copyrights, trade secrets, or other intellectual property or proprietary rights related to the AetherPal MDM Services or any documentation shall be considered a material breach of these Terms by such Party. Customer shall not remove or obscure any proprietary rights notice displayed on the Product, within any AetherPal MDM Services or within any documentation.
5. **Export Control.** Customer understands and acknowledges that MetTel and its licensors are subject to regulation by agencies of the United States Government, including, but not limited to, the U.S. Department of Commerce, which prohibit export or diversion of certain products and technology to certain countries. Any and all obligations of MetTel and its licensors shall be subject in all respects to such laws and regulations as shall from time to time govern the license and delivery of technology and products abroad by persons subject to the jurisdiction of the United States, including without limitation the U.S. Export Administration Act of 1979, as amended, any successor legislation, and the Export Administration Regulations issued by the U.S. Department of Commerce, Bureau of Export Administration. Customer shall cooperate with MetTel and its licensors including without limitation, providing required documentation, in order to obtain export licenses or exemptions therefrom. Customer warrants that it will comply with the U.S. Export Administration Regulations and other laws and regulations governing exports in effect from time to time.
6. **Product and MSP Service Changes.** Customer acknowledges that MetTel may change the functionality, features or performance characteristics of the AetherPal MDM Services at any time.
7. **Change in these Terms and Conditions.** MetTel may change these Terms and its related policies (such as its privacy policy) at any time by posting an update to this site (or its successor), which changes will take effect upon posting.
8. **Effect of Termination.** Upon the termination or expiration of the AetherPal MDM Services, Customer shall immediately (i) cease all use of the AetherPal MDM Services and its related documentation, as the case may be, (ii) delete all software received from MetTel from Customer's computer storage and any other media, including, but not limited to, online and off-line libraries; and (iii) at MetTel's election, return to MetTel all MetTel or AetherPal, Inc.'s confidential information in its possession or destroy all documents which contain MetTel or AetherPal, Inc.'s confidential information in its possession, and certify to MetTel in writing that all such documents have been destroyed.



9. **Exclusion of Certain Damages.** EXCEPT FOR VIOLATION OF METTEL'S OBLIGATION TO MAINTAIN THE CONFIDENTIALITY OF CERTAIN INFORMATION SUPPLIED TO IT BY CUSTOMER, IN NO EVENT SHALL METTEL BE LIABLE FOR LOST PROFITS OR REVENUE, COST OF SUBSTITUTE GOODS OR SERVICES, OR ANY SPECIAL, CONSEQUENTIAL, RELIANCE, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE.
10. **Company the Sole Obligor.** Customer acknowledges that MetTel's licensors have not provided any warranties to Customer, and that MetTel's licensors shall have no responsibility under these Terms with respect to any warranty provided to Customer hereunder. As a result, Customer agrees that it shall not look to, or be entitled to any remedies from, any party other than MetTel with respect to any such matter, or any other matter pertaining to these terms or the AetherPal MDM Services.
11. **Survival.** Sections 5, 8, 9 and 10 of these Terms shall survive the expiration or termination of the Customer MSA with MetTel.



**PRODUCT USE TERMS FOR MOBILE DEVICE MANAGEMENT SERVICES
POWERED BY MOBILEIRON
(Effective October 24, 2017)**

These Product Use Terms apply to MobileIron Products.

1. Definitions.

“**Product(s)**” means the MobileIron-branded products and services and the third party products and services made available by MobileIron to Customers.

“**Customer(s)**” means an end user that purchases a Product for its own internal business use and not for resale or for use on behalf of a third party.

“**Customer Agreement**” means (i) with respect to a MobileIron-branded Product, the then-current Customer agreement or terms of use that is included with a Product as a click wrap agreement or otherwise, that is provided on <http://www.mobileiron.com/en/legal> (or another website to which MobileIron provides access for assent), or that is negotiated and executed by and between MobileIron and the applicable Customer (as applicable), and (ii) with respect to a third party Product, the Customer agreement that is identified by the third party supplier (or MobileIron) as applicable to such Product or that is negotiated and executed by and between such third party supplier and the applicable Customer (as applicable).

2. Product Use Terms. Customer acknowledges and agrees that the sale and/or license of MobileIron Products is conditioned on Customer’s acceptance of the applicable Customer Agreement as a condition precedent of using the Products.