



CITY OF AURORA

PURCHASING DIVISION OF FINANCE DEPARTMENT

44 E. DOWNER PLACE, P.O. BOX 2067
AURORA, ILLINOIS 60507-2067

PHONE (630) 256-3550
FAX (630) 256-3559

PURCHASE ORDER

300020

DATED: 01/25/2023

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IVANTI, INC
10377 SOUTH JORDAN GATEWA
SOUTH JORDAN, UT 84095

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CITY OF AURORA
IT
SECOND FLOOR
44 E DOWNER PLACE
AURORA, IL 60507

INVOICES NOT DIRECTED TO PURCHASING WILL DELAY PAYMENT

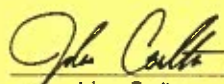
ORDER SUBJECT TO TERMS AND CONDITIONS

REQUISITION #	REQUISITION DATE	TERMS	DATE REQUIRED	IL TAX EXEMPTION #
0000155805	01/25/2023	NET	12/31/2023	E9996-0842-07
ACCOUNT #	CUSTOMER ACCT #	CONTRACT #	PROJECT #	FEIN
101-1280-419-3811				36-6005778

LINE #	QUANTITY	UOM	ITEM NUMBER AND DESCRIPTION	UNIT COST	EXTENDED COST
1	99,900.00	EA	IT SERVICE MANAGEMENT (ITSM) *** <i>One Time Setup Fee</i>	1.0000	99,900.00
2	58,398.68	EA	PER BID 21-78 <i>Per City of Aurora, IL Resolution Number R23-004 Dated 01/24/2023</i> *** <i>Five Year Agreement</i> <i>Year 1: January 25, 2023 - January 24, 2024</i> <i>Year 2: January 25, 2024 - January 24, 2025</i> <i>Year 3: January 25, 2025- January 24, 2026</i> <i>Year 4: January 25, 2026- January 24, 2027</i> <i>Year 5: January 25, 2027- January 24, 2028</i>	1.0000	58,398.68

TOTAL AMOUNT: \$158,298.68

DIRECTOR OF PURCHASING


Jolene Coulter



THE CITY OF AURORA REQUIRES THAT ALL CITY PURCHASES BE PREAUTHORIZED BY THE ISSUANCE OF PURCHASE ORDERS. IF A VENDOR DELIVERS ANY MERCHANDISE WITHOUT VALID PURCHASE ORDER, NO LIABILITY EXISTS FOR THE CITY OF AURORA. OUR PURCHASE ORDER NUMBER SHOULD BE REFLECTED ON YOUR INVOICE.



January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

COVER PAGE

The attached documents describe the relationship between the applicable Ivanti entity identified in this End User License and Services Agreement ("Ivanti") and the customer identified below ("You" or "Your" or "City") (each, a "Party"; collectively, the "Parties"). This Cover Page, the attached Terms and Conditions, and all supplemental terms and conditions, where referenced within the Terms and Conditions ("Supplemental Terms"), describe and set forth the general legal terms governing the relationship and are incorporated herein as one agreement (collectively, the "Agreement"). In the event of a conflict between any term in the Terms and Conditions and any Supplemental Terms, the terms of the Supplemental Terms shall govern, but only to the extent of the conflict.

This Agreement will become effective on the last date that this Cover Page is executed by authorized representatives of both Parties (the "Effective Date").

CUSTOMER INFORMATION:	
Customer: <u>The City of Aurora, Illinois</u>	Principal Contact: <u>Michael Pegues</u>
Address: <u>44 E. Downer Place</u>	Title: <u>Chief Information Officer</u>
<u>Aurora, IL 60505</u>	Phone: <u>630-256-3471</u>
_____	Email Address: <u>PeguesM@aurora.il.us</u>

The Parties have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

CUSTOMER: The City of Aurora, Illinois

By (Signature):

Name (Printed): JoLene Coulter

Title: Director of Purchasing

Date: 01.26.23

IVANTI

By (Signature):

Name (Printed): Sean Barrett

Title: VP Sales Americas Enterprise

Date: 1/26/2023



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January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

All references to “Ivanti” shall mean the entity identified below in the same geographic region as You:

- Ivanti, Inc., a Delaware corporation, in the Americas, except Brazil.
- Ivanti Comércio de Software Brasil Ltda, a Brazilian company, in Brazil.
- Ivanti Software K.K., a Japanese company, in Japan.
- Ivanti Software Technology (Beijing) Co., Ltd., a Chinese company, in China.
- Ivanti International Limited, an Irish company, for Wavelink and Naurtech branded products and services in Europe, the Middle East, Africa, and the Asia Pacific region.
- Ivanti UK Limited, a limited company registered in England and Wales, in all other locations.

1. **DEFINITIONS.** Certain capitalized terms shall have the meanings set forth below in this Agreement.

- a. “**Affiliate**” means any legal entity that controls, is controlled by or is under common control with You or Ivanti (as applicable); where ‘control’ refers to ownership of more than fifty percent (50%) of voting securities.
- b. “**Analyst**” means an individual employed by You or who otherwise provides services (whether as an independent contractor or otherwise) to You, who has login access to manage and use the Software.
- c. “**Asset**” means (i) any Device or other asset which has an Operating System, whether physical or virtual, that is tracked by or input into Ivanti’s asset management Software; or (ii) every physical and virtual object (including but not limited to network devices, applications, databases, objects in the cloud, IoT, or mobile devices which are typically identified by a unique IP or MAC address, web application software and databases) that is registered, managed, and discovered by Ivanti’s risk management Software as measured by overall instances which You and/or Your Affiliates use.
- d. “**Device**” means each electronic device using the Software including without limitation (a) a physical device such as a computer, handheld device, workstation, console, server, or any other electronic device; (b) a virtual machine, such as an operating environment that may be running concurrently with another operating environment on a single physical device; or (c) an electronic or virtual mailbox (e.g., a mailbox for email).
- e. “**Documentation**” means, collectively, the official product operation instructions, release notes and user manuals provided by Ivanti for the Software, in electronic or written form, that Ivanti has made publicly available.
- f. “**Enrolling**” or “**Enrolled**” means the act of manually (for example, by explicit user or administrative action) or automatically making a Device known to the Software, such that the Software subsequently has knowledge of the Device and establishes an initial management connection with the Device;
- g. “**Invoice**” means the relevant Ivanti or Reseller quotation, order and/or invoice.
- h. “**Operating System**” means an identifiable piece of software that runs on a physical or virtual device which controls the functions of the device and is discoverable and/or manageable over a network.
- i. “**Professional Services**” means any of Ivanti’s deployment, consulting, training, and education services to be performed by Ivanti or its subcontractors to the extent identified in a statement of work signed by both Parties referencing this Agreement.
- j. “**Registered Device**” means a Device that has been Enrolled. A Device shall be considered a Registered Device from the time of its Enrolling, until the time the Device is explicitly marked as “removed” (also referred to as “retired”, “wiped” or “deleted”).
- k. “**Reseller**” means an Ivanti authorized reseller or distributor.
- l. “**SaaS Offering**” means Ivanti’s provision of the Software under a Subscription License and as a hosted service under this Agreement.
- m. “**Software**” means the object code form of the Ivanti proprietary software product(s) made available by Ivanti under this Agreement, whether on premise or as a SaaS Offering, and includes any Documentation, Updates, and Upgrades.
- n. “**Support and Maintenance Services**” means those technical support and maintenance services for the Software made available by Ivanti under this Agreement.
- o. “**Updates**” means any updates, minor enhancements, corrections, bug fixes, patches or functions added to or removed from the Software but shall not include any new software or functionality that Ivanti markets and sells separately.
- p. “**Upgrades**” means major releases of a product that replace a prior version of that product.
- q. “**User**” means an individual employed by or who otherwise provides services (whether as an independent contractor or otherwise) to You who is supported with or uses the Software.

2. **GRANT OF LICENSE.**

- a. **Software License.** Subject to the terms and conditions of this Agreement and in accordance with the applicable Documentation and the License Type, License Model and quantities of licenses purchased and paid for by You, Ivanti hereby grants You (as applicable) (i) a limited right to access and use the SaaS Offering, (ii) a non-exclusive, non-transferable, non-sublicensable license (except as set forth within this Agreement) to use the Software, and (iii) a limited right to maintain one (1) backup, unmodified copy of the Software for archival purposes.

Users shall use and/or access the Software solely on behalf of and for the benefit of You or Your applicable Affiliates and in accordance with the license purchased and the terms of this Agreement. You shall be responsible for all acts and omissions committed by any Users and any actions by such Users that would be a breach of this Agreement, if taken by You, shall be deemed a breach of this Agreement. You agree that Your purchase of the Software is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written



January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

public comments made by Ivanti with respect to future functionality or features.

Ivanti provides the Software under two (2) general license types (the "License Types"):

- "Perpetual License". A license to use the Software that is not time-limited when used in accordance with the terms of this Agreement.
- "Subscription License". A time-limited license to use the Software that expires at the end of a specified period. Software licensed under a Subscription License may contain disabling code to automatically disable itself upon the expiration of the subscription term.

Within the License Types, Ivanti offers the following nine (9) license models (the "License Models"):

- "User-Based". Under the User-Based model, the Software may be used by a specific User on any number of that User's Devices, unless otherwise limited in the Invoice. You may not transfer a license from one User to another User more than once every thirty (30) days. A license is required for each User.
- "Named User". Under the Named User model, a Named User is a single User authorized by You to access or use the Software, regardless of whether or not the individual is using the Software. You may not transfer a license from one Named User to another Named User more than once every thirty (30) days. A license is required for each Named User.
- "Named End User". Under the Named End User model (for Ivanti Neurons for HR and Ivanti Neurons for Facilities only), a Named End User is a single User that is authorized to access and/or use the Software in a self-service function to consume services, report issues, or use other tools within the Software, regardless of whether or not the individual actually uses the Software. You may not transfer a license from one Named End User to another Named End User more than once every thirty (30) days. A license is required for each Named End User.
- "Concurrent User". Under the Concurrent User model, licenses are required for the maximum number of simultaneous Users authorized by You to access or use the Software at any given moment during the previous thirty (30) days (each a "Concurrent User"), regardless of the number of connections used by that individual. A license is required for each Concurrent User.
- "Named Analyst". Under the Named Analyst model, a Named Analyst is a single Analyst authorized by You, who is assigned a dedicated license to access or use the Software, regardless of whether or not the individual is using the Software. A Named Analyst license cannot be shared across multiple Analysts simultaneously and may not be transferred from one Analyst to another Analyst more than once every thirty (30) days. A license is required for each Named Analyst.
- "Concurrent Analyst". Under the Concurrent Analyst model, licenses are required for the maximum number of simultaneous Analysts authorized by You to access or use the Software at any given moment during the previous thirty (30) days (each a "Concurrent Analyst"), regardless of the number of sessions used by that individual. A license is required for each Concurrent Analyst.
- "Device-Based". Under the Device-Based model, licenses are required for each Registered Device or each Device on which the Software is deployed, whether physical or virtual. You may not transfer a license from one Device to another Device, whether physical or virtual, more than once every thirty (30) days.
- "Device-Limited". Under the Device-Limited model, licenses are required for each Device on which the Software is deployed. A license may only be transferred from one Device to another Device of the same make and model in the event of accidental destruction.
- "Asset-Based". Under the Asset-Based model, licenses are required for each Asset, whether physical or virtual, which is tracked by or input into the Software. You may not transfer a license from one Asset to another Asset, whether physical or virtual, more than once every thirty (30) days.

b. The Invoice shall set forth the License Type, License Model, and the means of provisioning of the Software which You are purchasing.

c. **Evaluation.** If the Software is offered to You for evaluation purposes and provided on a trial use basis then, notwithstanding any contrary provision in this Agreement, You are permitted to use the Software only for internal demonstration, test or evaluation purposes in a non-production environment, and for the period specified on the software license key (if not indicated, this period will be forty-five (45) days from delivery) following which the Software may automatically disable itself. You acknowledge that Ivanti is not obligated to permit further use of the Software past the expiration date. **NOTWITHSTANDING ANY CONTRARY PROVISION IN THIS AGREEMENT THE EVALUATION SOFTWARE IS PROVIDED "AS-IS" WITHOUT SUPPORT OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. SAVE FOR DEATH AND PERSONAL INJURY CAUSED BY IVANTI'S NEGLIGENCE, IVANTI SHALL HAVE NO LIABILITY OF ANY KIND IN ANY CIRCUMSTANCES WHATSOEVER TO YOU IN RESPECT OF ANY EVALUATION SOFTWARE. IN PARTICULAR, IVANTI SHALL HAVE NO LIABILITY IN ANY CIRCUMSTANCES WHATSOEVER FOR ANY DATA LOSS OR CORRUPTION AND YOU AGREE THAT YOU HAVE SOLE RESPONSIBILITY FOR PROTECTING YOUR DATA DURING EVALUATION OF THE SOFTWARE.**

3. SAAS OFFERINGS.

a. **SaaS Offering Supplemental Terms.** If You purchase a SaaS Offering, as identified in the Invoice as a SaaS or cloud offering, then You agree and are subject to the terms and conditions contained in this Agreement and Ivanti's then-current Supplemental Terms for the SaaS Offering found at <https://www.ivanti.com/company/legal/saas>.

b. **Reinstatement Fee.** If You purchase a SaaS Offering and at the end of the Initial Term or a Renewal Term and choose to change any portion of a SaaS Offering to an on-premise Perpetual License, then Ivanti may assess You with a one (1) time reinstatement fee equal to ten percent (10%) of the cost assessed to You for the SaaS Offering in the Invoice.4. **RESTRICTIONS.** The Software is licensed, not sold. You may not use the Software for any purpose beyond the scope of the licenses granted in this Agreement, and all other rights are reserved by Ivanti or its suppliers. Without limiting the generality of the foregoing and except as expressly permitted in this Agreement, You will not (and will not permit any User or third party to): (a) authorize or permit access to or use of the Software by persons other than Users or Analysts; (b) assign, sublicense, distribute, sell, lease, rent, novate or otherwise transfer or convey the Software, or Documentation to any third party without Ivanti's prior written consent, except as set forth in the assignment provision in this Agreement, or disclose the software license key to the Software to any third party; (c) pledge as security or otherwise encumber the rights granted under this Agreement; (d) modify, adapt or create any derivative works



January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

of the Software (or any component thereof) or the Documentation; (e) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Software except and only to the extent: (i) that applicable law expressly permits such actions despite this limitation; or (ii) such actions are required to debug changes to any third party open source software libraries linked to by the Software; (f) use the Software as a service provider or application service provider for third parties; (g) circumvent or attempt to circumvent any technical restrictions in the Software; (h) remove, alter or obscure any proprietary notices or legends from the Software or any copies thereof; (i) violate Ivanti's Acceptable Use Policy located at <https://www.ivanti.com/company/legal>; (j) employ or authorize a competitor of Ivanti to use or view the Software or Documentation without the prior written consent of Ivanti; (k) perform any "mirroring" or "framing" of any part of the Software, or create internet links to the Software which include log-in information, user names, passwords, and/or secure cookies without Ivanti's prior written consent; or (l) use the Software for purposes of product evaluation, benchmarking, or other comparative analysis intended for publication without Ivanti's prior written consent.

To the extent that any applicable mandatory laws give You the right to perform any of the aforementioned activities without the consent of Ivanti to gain certain information about the Software, You hereby agree that, before You exercise any such rights, You shall first request such information from Ivanti in writing detailing the purpose for which You need the information. Only if and after Ivanti, at its sole discretion, denies Your request, shall You exercise Your statutory rights.

5. **TITLE.** Ivanti and its licensors (if any) retain all rights, title, and interest, including all patent, copyright, trade secret, trademark, moral rights, and other intellectual property rights, in and to the Software and Ivanti expressly reserves all rights not expressly granted under this Agreement. You hereby agree that the title and ownership to any intellectual property rights under this Agreement shall not transfer and/or pass to You.

6. **SUPPORT AND MAINTENANCE SERVICES.** Standard Support and Maintenance Services, Updates and Upgrades are included in the price of the Software if it is purchased as a Subscription License or a SaaS Offering. You may purchase or upgrade Support and Maintenance Services for the Software separately. Except as set forth herein, You have no rights to any Updates or Upgrades unless You purchase Support and Maintenance Services for the Software. If You purchase Support and Maintenance Services for the Software, You are required to purchase and maintain such Support and Maintenance Services for all licenses of the Software. All Support and Maintenance Services are subject to Ivanti's then-current Supplemental Terms for the Support and Maintenance Services found at <https://www.ivanti.com/company/legal/support-terms> and the relevant end-of-life policies found at <https://forums.ivanti.com/s/end-of-life>.

7. PROFESSIONAL SERVICES AND TRAINING.

a. **Statement of Work.** You may engage Ivanti to provide certain Professional Services pursuant to a statement of work or similar document, whether in print or online, which describes the tasks or services to be provided ("SOW"). Each SOW shall incorporate this Agreement by reference, be governed by and subject to the terms and conditions of this Agreement, and in the event of any conflict or inconsistency between this Agreement and the SOW, this Agreement shall take precedence.

b. **Customer Cooperation.** You shall provide Ivanti with all necessary cooperation, information and support that may reasonably be required by Ivanti for the performance of the Professional Services including, without limitation, access to suitably configured computers, software products and applicable passwords, at such times as Ivanti may request. You shall further perform such other obligations as specified in the SOW.

c. **Postponing and Rescheduling.** Unless otherwise agreed by both Parties in writing, if You postpone or reschedule a Professional Services project fewer than ten (10) business days but more than five (5) business days prior to the start date of a project, You shall pay Ivanti fees equal to the fees quoted for one (1) day of Professional Services under the project or \$2,500, whichever is less. If You postpone or reschedule a project fewer than five (5) business days prior to the start date of a project, You shall pay Ivanti fees equal to the fees quoted for: (i) the number of days of Professional Services postponed, (ii) one (1) week of Professional Services due for the project as if it had been fully performed, or (iii) \$12,500, whichever is less. Any rescheduling of Professional Services under a SOW shall be subject at all times to the SOW's completion criteria and/or any long-stop dates specified in the SOW.

d. **Implementation Practices.** Ivanti uses, develops, and refines processes, procedures, best practices, computer software code, general knowledge, skills, experience, ideas, know-how, and implementation techniques (collectively, "Implementation Practices") by providing implementation and configuration services to many customers. You benefit from those Implementation Practices and agree that Ivanti owns and is free to use the Implementation Practices in its sole discretion, including Implementation Practices developed or refined in the course of providing Professional Services to You, so long as the Implementation Practices do not include the use of or reference to Your Confidential Information (as defined below). Ivanti grants You a non-exclusive, non-transferable, royalty-free, perpetual, and limited license to use the Implementation Practices within Your organization, for the purpose for which the Professional Services were provided. In the event that the Professional Services involve Ivanti software products licensed to You under a separate license agreement, only the terms set out in such separate license agreement shall apply in respect to each such Ivanti software product. For the avoidance of doubt, all materials provided by You to Ivanti in connection with the Professional Services shall remain Your property.

e. **Travel.** The amount of time that Ivanti will be on-site at Your location for Professional Services is subject to the Ivanti project manager's discretion. If You require that Ivanti be on-site for more time than advised by the Ivanti project manager, then Ivanti will invoice, and You agree to pay for Ivanti's travel expenses for the additional time on-site.

f. **Training Courses.** You may also purchase training from the Ivanti Advantage Learning. Payment for training courses is managed through the purchase of an individual license (1 User) or enterprise license (10 Users). Private training courses may be purchased as well. Cancellation fees are due for customer cancelled onsite private training courses at a rate of fifty percent (50%) of the course fee if cancelled within one (1) week of the start of the course, or one hundred percent (100%) of the course fee if the course is not attended or if notice of cancellation is given less than one (1) week before the start of the course. All Ivanti Advantage Learning courses and offerings are subject to Ivanti's then-current terms of use for Ivanti Advantage Learning found at <https://www.ivanti.com/company/legal/terms-of-use-ivanti-advantage-learning>. Orders for Ivanti



January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

Advantage Learning training courses and Professional Services expire if not used within one (1) year from the date of order.

g. **Subscription Professional Services.** If You purchase subscription Professional Services as outlined in the Invoice then You agree and are subject to the terms and conditions contained in this Agreement and Ivanti's then-current Supplemental Terms for the Subscription Professional Services found at <https://www.ivanti.com/company/legal/subscription-professional-services>.

8. **PAYMENT.** You agree to pay, the amounts set forth in the Invoice in accordance with the Illinois Local Government Prompt Pay Act. Fees for any Support and Maintenance Services shall be paid in advance of the relevant term covered. Renewal fees are due on or before the annual renewal date. Fees for the Software purchased as a Subscription License or a SaaS Offering shall be paid for either i) as a lump sum for the entire Initial Term or Renewal Term at the time of purchase, or ii) according to the annual payment schedule for each year of the Initial Term or Renewal Term set forth in the Invoice.

Ivanti will provide the Professional Services as set forth on the applicable quote, plus a fixed daily rate for travel and accommodation expenses. Professional Services shall be delivered on either (a) a prepaid basis which will be invoiced upon receipt of a purchase order, or (b) a time and materials basis which will be invoiced monthly as the Professional Services are performed. All charges are non-refundable unless specifically stated otherwise in the relevant SOW.

If You fail to pay undisputed amounts in accordance with the terms and conditions of this Agreement for any SaaS Offering, Ivanti shall have the right, in addition to any of its other rights or remedies, to suspend Your access to the SaaS Offering, without liability to You until such amounts are paid in full.

Except as expressly provided otherwise in this Agreement, all payments by You (whether to Ivanti or a Reseller) are nonrefundable and not available for credit for the purchase of other Software.

If You dispute any fees, taxes, or other charges billed by a Reseller or Ivanti under this Agreement, You must notify Ivanti, in writing, of the disputed amount and any relevant information regarding the circumstances of the dispute. Ivanti shall acknowledge receipt of the disputed information in writing to You. All Parties agree to work cooperatively to resolve any such disputed amounts. If You fail to provide Ivanti with a notice of such a disputed amount within thirty (30) business days following receipt of the Invoice for such disputed charge, then such amount is deemed undisputed and due.

All prices exclude value-added tax, sales tax, and any other applicable tax, unless expressly stated otherwise. In the event that any withholding, sales, value-added, use or other taxes or government fees, assessments or charges are payable because of this Agreement, then You agree to pay all such taxes, fees, assessments, and charges in addition to all other payments. If Ivanti is required to make any such payments, You agree to reimburse Ivanti for such payments promptly upon notice.

If You are purchasing the Software, Support and Maintenance Services and/or Professional Services through a Reseller, then the payment terms and associated payment obligations herein do not apply to You to the extent of such purchase(s), instead Your payment terms and obligations with the Reseller would apply to any such purchase(s).

9. **CONFIDENTIALITY.** Each Party shall keep confidential, and not disclose to any third party (except each Party's respective employees or staff members or as maybe required by law or any legal or regulatory authority) any Confidential Information which may be provided in connection with this Agreement. "Confidential Information" means any non-public information disclosed by one Party to the other Party, either directly or indirectly, whether communicated in writing, orally or by inspection of tangible objects (including, without limitation, pricing, trade secrets, product plans, products, services, customers, Software, designs, inventions, processes, drawings, engineering, hardware configuration information, marketing or financial information), which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally will be considered to be Confidential Information if such information is identified as Confidential Information at the time of its disclosure, or if such information by its nature should reasonably be understood by the receiving Party to be confidential. Confidential Information will include this Agreement, any and all non-public information relating to any Software and any associated training, Documentation, and other related materials, regardless of whether or not such materials are marked as "Confidential," "Proprietary" or some similar designation. Confidential Information may also include information that is disclosed to a Party by one or more third parties. Notwithstanding the foregoing, Confidential Information will not include any information that: (a) was publicly known prior to the time of disclosure by the disclosing Party; (b) becomes publicly known after disclosure by the disclosing party to the receiving Party through no action or inaction of the receiving Party; (c) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party (as shown by the receiving Party's files and records) prior to the time of disclosure; (d) is obtained by the receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (e) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information (as shown by documents and other competent evidence in the receiving Party's possession). Notwithstanding the obligations set forth above, the receiving Party may disclose the Confidential Information of the disclosing Party to the limited extent such disclosure is required by law (this includes (i) an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction; (ii) the rules of any listing authority or stock exchange on which its shares are listed; or (iii) the laws or regulations of any country to which its affairs are subject) to be disclosed by the receiving Party, provided that the receiving Party will promptly give the disclosing Party written notice of such requirement prior to any disclosure so that the disclosing Party may have sufficient time to seek a protective order or other appropriate relief.

As a public body, the City's records are governed by the Illinois Freedom of Information Act (5 ILCS 140/1) ("FOIA"), which provides that any public records in its possession are subject to inspection by the public. Therefore, unless a statutory exemption applies, records relating to this contract are considered public records under FOIA and therefore not confidential. To the extent Ivanti may be performing a governmental function on behalf of the City, records in Ivanti's possession that relate to this contract, unless exempt under FOIA, may also be considered public records subject to inspection by the public. Therefore, Ivanti agrees to cooperate with the City in the event a FOIA request for such records is received.



January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

and agrees to provide the City with the requested records within two (2) business days.

10. INDEMNIFICATION.

- a. **Defense of Infringement Claims.** Ivanti will, at its expense, either defend You from or settle any claim, proceeding, or suit brought by a third party against You alleging that Your use of the Software infringes or misappropriates any patent, copyright, trade secret, trademark, or other intellectual property right ("Infringement Claim"). You must (i) give Ivanti prompt written notice of the Infringement Claim; (ii) grant Ivanti full and complete control over the defense and settlement of the Infringement Claim; (iii) provide assistance in connection with the defense and settlement of the Infringement Claim as Ivanti may reasonably request; (iv) comply with any settlement or court order made in connection with the Infringement Claim; and (v) not make any admission of liability, agreement or compromise in relation to the Infringement Claim nor defend or settle any Infringement Claim without Ivanti's prior written consent. You may participate in the defense of the Infringement Claim at Your own expense and with counsel of Your own choosing, subject to Ivanti's sole control over the defense and settlement of the Infringement Claim as provided above.
- b. **Indemnification of Infringement Claims.** Ivanti will indemnify You and Your Affiliates from and pay: (i) all damages, costs, and reasonable attorneys' fees finally awarded against You and Your Affiliates in any Infringement Claim; (ii) all out-of-pocket costs, including reasonable attorneys' fees incurred by You in connection with the defense of an Infringement Claim (other than attorneys' fees and costs incurred without Ivanti's consent after Ivanti has accepted defense of the Infringement Claim and expenses incurred pursuant to the last sentence of the prior section); and (iii) all amounts that Ivanti agrees to pay to any third party to settle any Infringement Claim.
- c. **Exclusions from Obligations.** Ivanti has no obligation to indemnify You for any Infringement Claim to the extent that it arises out of or is based upon (i) Your use of the Software in combination with third-party products or services not authorized by Ivanti or the Documentation; (ii) any aspect of the Software configured specifically for You to comply with designs, requirements, or specifications required by or provided by or on Your behalf; (iii) use of the Software by You, any User, any Analyst, or any third party outside the scope of the rights granted in this Agreement; (iv) failure of You, any User, any Analyst, or any third party to use the Software in accordance with the Documentation or any instructions provided by Ivanti; (v) failure of You to use the most recent version of the Software (including any Updates or Upgrades provided to You by Ivanti) if use of the most recent version of the Software is required to avoid the Infringement Claim; or (vi) any unauthorized modification of the Software or SaaS Offering.
- d. **Infringement Remedies.** In the defense or settlement of any Infringement Claim, Ivanti may at its sole option and expense: (i) procure for You a license to continue using the Software or SaaS Offering; (ii) replace or modify the allegedly infringing technology to avoid the infringement; or (iii) if the foregoing options are not commercially feasible in Ivanti's sole judgement, refund any prepaid, unused SaaS Offering fees as of the date of termination or Software license fees depreciated on a straight line basis over sixty (60) months. The foregoing states Ivanti's sole and exclusive liability, and Your sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third-party intellectual property right by the Software or SaaS Offering.

11. LIMITED WARRANTY AND DISCLAIMER.

- a. **Limited Warranty.** Ivanti warrants that: (i) for a period of ninety (90) days from the date of purchase, the Software will perform substantially in accordance with the Documentation, (ii) for the duration of the applicable subscription term to the SaaS Offering, the SaaS Offering will perform substantially in accordance with the Documentation, and (iii) the Support and Maintenance Services and Professional Services will be provided in a professional and workmanlike manner. If the Support and Maintenance Services or Professional Services are not provided in a workmanlike manner, You have a period of thirty (30) days from delivery to provide written notice of Your warranty claim. This limited warranty will not apply unless: (i) the Software has been properly installed and used at all times in accordance with the Documentation; (ii) no unauthorized modification, deletion or addition has been made to the Software, SaaS Offering, Support and Maintenance Services, or Professional Services; and (iii) Ivanti receives written notice of the non-conformity within the warranty period. Ivanti disclaims all warranty claims and any liability that may arise if and to the extent that the warranty claims and liability are caused by the acts of a third party that has provided support services, consulting services and/or professional services of any kind without Ivanti's approval. Ivanti will use commercially reasonable efforts to deliver the Software to You free from any viruses and malicious programs or programming devices designed to modify, delete, damage, disable or provide unauthorized access to the Software or Your data.
- b. **Exclusive Remedy.** Ivanti and its Resellers' entire liability and Your exclusive remedy under this limited warranty and disclaimer section will be, (i) to repair or replace the Software, the SaaS Offering, Support and Maintenance Services and/or Professional Services to perform per the warranty within a reasonable time, (ii) to refund, on a pro-rated basis, the fees paid for the nonconforming SaaS Offering and terminate this Agreement and Your right to use the SaaS Offering, or (iii) to refund the fees paid for the nonconforming Software, Support and Maintenance Services and/or Professional Services and terminate this Agreement and Your right to use the Software (subject to You deleting all copies of the Software within Your possession and control and certifying in writing to Ivanti that You have done so).
- c. **Third Party Products and Services.** As a convenience to You, Ivanti resells certain products that are owned by third parties and are not licensed by Ivanti ("Resale Products"). Resale Products are not included as part of the Software, are not required or necessary for use of the Software and will be identified on the Invoice as Resale Products. Any Resale Products provided by Ivanti are provided pursuant to the terms of the applicable third-party agreement, and Your use of any such Resale Products constitutes agreement to comply with the terms of the applicable third-party agreement. Ivanti assumes no responsibility for, and specifically disclaims any liability or obligation with respect to, any Resale Products. All Resale Products are provided with the third party's warranty and without any additional warranty of any kind, whether express or implied. If support and maintenance is offered for a specific Resale Product and You purchase directly from Ivanti, Ivanti shall distribute the applicable Resale Product error correction, update, upgrade, and other release provided to Ivanti by the third-party licensor.

The Software may contain features designed to interface with applications or services provided or made available by third parties that are not Licensed Materials ("Third-Party Services"). In order to use a feature in connection with a Third-Party Service, You must have a subscription or license from the provider of the relevant Third-Party Service. If the Third-Party Services are no longer available or if the applicable third-party



January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

provider no longer allows the Third-Party Services to interface with the Software (for whatever reason), then such features will no longer be available or function in the Software and You will not be entitled to any refund, credit, or other compensation from Ivanti or the provider of the applicable Third-Party Service. Ivanti hereby disclaims all warranties, indemnities, obligations, and other liabilities in connection with any interface or integration with the Third-Party Service. Further, Ivanti disclaims all warranties, indemnities, obligations, and other liabilities in connection with any Third-Party Service.

d. **DISCLAIMER.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR THE ABOVE LIMITED WARRANTY, THE SOFTWARE, SAAS OFFERING, SUPPORT AND MAINTENANCE SERVICES, AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND IVANTI AND ITS LICENSORS MAKE NO WARRANTIES OR CONDITIONS OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, VALUE, ACCURACY OR QUALITY OF DATA, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. IVANTI CANNOT GUARANTEE AND DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE OR PROVISION OF THE SAAS OFFERING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS CAN BE CORRECTED. THE SOFTWARE AND SAAS OFFERING ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR DISTRIBUTION WITH ANY EQUIPMENT, THE FAILURE OF WHICH COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

12. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES AGREE THAT NEITHER PARTY, ITS RESPECTIVE AFFILIATES OR ITS OR THEIR LICENSORS OR RESELLERS SHALL BE LIABLE FOR ANY LOSS OF INCOME, LOSS OF OPPORTUNITY OR PROFITS, LOSS OF GOODWILL, LOSS OF DATA OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING FROM USE OF THE SOFTWARE, UPDATES OR UPGRADES, THIRD PARTY SOFTWARE, SAAS OFFERING, OR OTHERWISE ARISING IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE DPA, THE SUPPORT AND MAINTENANCE SERVICES AND/OR PROFESSIONAL SERVICES, HOWSOEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE). TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY, ITS RESPECTIVE AFFILIATES OR ITS OR THEIR LICENSORS OR RESELLERS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT PAID FOR THE AFFECTED SOFTWARE OR SAAS OFFERING, OR APPLICABLE SUPPORT AND MAINTENANCE SERVICE OR PROFESSIONAL SERVICE IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR TWO TIMES (2X) THE AMOUNT PAID, WHICHEVER IS GREATER. THIS LIMITATION WILL APPLY EVEN IF A PARTY, ITS AFFILIATES OR ITS OR THEIR LICENSORS OR RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES ACKNOWLEDGE THAT THE FEES REFLECT THIS ALLOCATION OF RISK. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE SOFTWARE IS NOT DESIGNED OR INTENDED FOR USE IN MISSION CRITICAL APPLICATIONS IN WHICH THE FAILURE OF THE SOFTWARE COULD CAUSE SUBSTANTIAL PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH. IVANTI DISCLAIMS ANY LIABILITY FOR USE OF THE SOFTWARE IN ANY SUCH MISSION CRITICAL APPLICATION(S). THE LIMITATIONS OF LIABILITY IN THIS SECTION DO NOT APPLY TO: (A) YOUR OBLIGATION TO PAY FEES PURSUANT TO SECTION 8 (PAYMENT); (B) ANY VIOLATION OF SECTION 4 (RESTRICTIONS); OR (C) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10 (INDEMNIFICATION).

13. TERM AND TERMINATION.

a. **Term.** The term of this Agreement will be the period specified in the Invoice, or if no period is specified, as otherwise agreed upon or until the Agreement is terminated (the "Initial Term"). At the end of the Initial Term, this Agreement will automatically renew for additional terms of one (1) year or as otherwise agreed to by the Parties (each a "Renewal Term"). Either Party may terminate this Agreement at the end of the Initial Term or any Renewal Term (as measured from the Effective Date) on thirty (30) days' prior notice to the other Party.

b. **Termination for Cause.** Either Party may terminate this Agreement in the event that the other Party (i) materially breaches this Agreement and the breaching Party fails to remedy such breach (if such breach is capable of remedy) within thirty (30) days from the other Party's written notice or (ii) becomes insolvent or bankrupt, is liquidated or is dissolved, or ceases substantially all of its business activities.

c. **Early Termination.** If You terminate the Agreement before the end of the Initial Term or Renewal Term for any reason other than a material breach of the Agreement by Ivanti, then Ivanti may assess and invoice You for all unpaid fees for the remainder of the Initial Term or Renewal Term ("Termination Fees"). Additionally, Ivanti may assess and invoice You for any upcoming renewal fees if You do not provide Ivanti with written notice of Your intent to terminate the Agreement at least thirty (30) days prior to the end of the Initial Term or a Renewal Term ("Renewal Fees"). You shall not be entitled to any refund or credit for any unused fees upon any such termination.

d. **Effect of Termination.** Upon termination of this Agreement, all rights granted herein will terminate and You must immediately remove and destroy all copies of the Software, including all backup copies. Any obligations to pay fees or expenses, including any applicable Termination Fees and/or Renewal Fees, incurred prior to or at the time of termination shall survive termination.

14. **AUDIT.** During the term of this Agreement and for two (2) years after the later of (i) termination of the Agreement or Support and Maintenance Services for the applicable Software, or (ii) installation of the Software, You shall maintain accurate and complete records regarding Your use of the Software and shall provide such records to Ivanti upon request. Ivanti may audit Your use of the Software to verify that Your use of the Software is in compliance with this Agreement. Within thirty (30) days of written request, You shall respond to and permit Ivanti (or such persons appointed by Ivanti) to conduct an audit of Your use of the Software using such tools and/or software available to Ivanti from time to time. Ivanti may not conduct an audit more than once per calendar year and such audits shall take place during normal business hours and on



January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

reasonable prior written notice. You agree not to (i) delete or remove distributed licenses or (ii) receive a transfer of licenses from Your managed service provider (if any) to ensure You are in compliance in anticipation of or during an audit. The aforementioned limit on the number of audits that can be performed in a calendar year shall not apply if any such misconduct is discovered or reasonably suspected by Ivanti. Without prejudice to any other rights and remedies, where such audit reveals any underpayment, You shall promptly pay Ivanti at the then-current list price for: (i) all licenses of the Software needed to become compliant, (ii) Support and Maintenance Services for the current term (if applicable), and (iii) Support and Maintenance Services for the period of over usage, up to three (3) year. If any such underpayment is more than five percent (5%) of the amounts paid or payable by You for the audited period, You shall, in addition to paying for Your overuse of the Software and applicable Support and Maintenance Services as outlined above. If You fail to comply with Ivanti's requests in this section, You will be in material breach of this Agreement and Ivanti may reduce the functionality of or render the Software inoperative in addition to any other rights and remedies under this Agreement. You agree that Ivanti's right to perform an audit under this Agreement will not require any amendments, addendum, or additional agreements.

15. GENERAL.

- a. **Applicable Laws.** Each Party will comply with any statutes and regulations that apply to its performance under this Agreement, including but not limited to those applicable to the privacy and security of personal information, including trans-border data transfers and data breach notification requirements as required by law.
- b. **Data.** In addition to any other provisions with respect to data use and handling included in this Agreement and any supplemental terms and conditions, Ivanti uses and handles Your data in accordance with its Privacy Policy located at <https://www.ivanti.com/company/legal/privacy-policy>.
- c. **Personal Data.** Ivanti's processing of personal data is subject to its Data Processing Addendum found at <https://rs.ivanti.com/legal/dataprocessingaddendum.pdf> (the "DPA").
- d. **FedRAMP Rules of Behavior.** If You purchase Ivanti's FedRAMP SaaS Environment then You, along with Your system administrators, employees, contractors, end-users, and other third parties who are given access to the FedRAMP SaaS Environment, are subject to the FedRAMP Rules of Behavior located at <http://www.ivanti.com/company/legal/fedramp>.
- e. **Export Restriction.** The Software may be subject to certain export and import control laws and regulations, including the United States Export Administration Act (and its associated regulations), and regulations of the United States Bureau of Industry and Security, the United Kingdom Department for Business, Innovation & Skills and other applicable agencies. You agree not to directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any country, jurisdiction or person to which export, re-export, or release is prohibited by applicable law. You shall comply with all applicable laws and complete all required undertakings (including obtaining any necessary export license or other governmental approval) prior to exporting, re-exporting, releasing, or otherwise making the Software available to Users outside Your country of domicile. You represent that You and Your Affiliates are not on any denied persons or restricted party list or other list published by the U.S. Government of persons or entities to whom exports or re-exports of products subject to export controls are forbidden. You agree to promptly notify Ivanti if at any time the representation in the foregoing sentence is no longer accurate.
- f. **U.S. Government End Users.** Each of the components that constitute the Software is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software with only those rights set forth herein. If Software is acquired for or on behalf of the U.S. Government, then it is recognized and agreed that the Software: (i) was developed at private expense; (ii) was not required to be originated or developed under a Government contract; and (iii) was not generated as a necessary part of performing a Government contract. United States government agencies and entities and others acquiring under a United States government contract shall have only those rights, and shall be subject to all restrictions, set forth in this Agreement.
- g. **Authorized Resellers.** If You purchase the Software through a Reseller, You acknowledge that the Reseller and Ivanti are independent of each other and that the Reseller does not have any authority to bind Ivanti in any way, make any modifications to this Agreement or to make any warranties or representations on Ivanti's behalf and that Ivanti has no liability whatsoever for any actions or omissions of any Reseller.
- h. **Governing Law.** If the Agreement is with Ivanti, Inc. or Ivanti Comércio de Software Brasil Ltda, it will be governed by the laws of the State of Illinois without regard to conflict of laws principles and in any dispute arising out of or in connection with the Agreement You consent to the exclusive jurisdiction and venue in the State and Federal courts within the Northern District of Illinois (Eastern Division) or Kane County, Illinois. The United Nations Convention for the International Sale of Goods shall not apply to this Agreement.
- i. **Severability.** If any provision of this Agreement is held to be unenforceable, void, or invalid under applicable law, such provision shall be deemed omitted and the remaining provisions will remain in full force.
- j. **Entire Agreement; English Language Agreement Controls.** This Agreement, including without limitation the Supplemental Terms or DPA represent the complete and exclusive statement of the agreement between Ivanti and You with respect to the Software, Support and Maintenance Services, and Professional Services, and supersedes all prior or contemporaneous oral or written communications and arrangements concerning the subject matter contained herein. Any printed or other terms and conditions on a purchase order or similar order document conflicting with, or purporting to add to, the terms and conditions of this Agreement or its exhibits and addenda will be of no force or effect. In the event of any inconsistency between this Agreement in English language and any translation of it into another language, the English language version of the Agreement shall control. Unless the Parties have a different agreement signed by both Parties, all use of the Software, SaaS Offering, Support and Maintenance Services, and Professional Services are subject to the terms of this Agreement.
- k. **No Waiver.** No failure or delay to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other rights or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right shall preclude or restrict the further exercise of that or any other right or remedy. No statement or representation, other than



January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

by a Party's authorized representative in a written waiver, shall constitute a waiver of any rights or remedies.

- l. **No Assignment.** Except for a transfer of all or substantially all of a Party's business and assets, whether by merger, sale of assets, sale of stock, or otherwise, neither Party shall assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement without the prior written consent of the other Party.
- m. **Force Majeure.** Neither Party will incur any liability to the other Party for any loss or damage resulting from any delay or failure to perform any part of the Agreement if such failure or delay is caused by circumstances beyond the Parties' reasonable control including, without limitation, flood, fire, acts of war, terrorism, earthquake, acts of God, and governmental acts, orders, or restrictions; however, inability to meet financial obligations is expressly excluded. Ivanti shall not be liable for any failure of or delay in performing its obligations on account of Your failure to perform Your obligations under this Agreement.
- n. **Third Party Rights.** A person who is not a party to the Agreement shall not have any rights under or in connection with it.
- o. **Variation.** Any variation or amendment to the Agreement, except as provided for herein, shall only be binding when agreed in writing and signed by both Parties.
- p. **Counterparts.** The Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement. The Agreement may be executed in person or electronically and delivered physically or electronically in Portable Document Format ("PDF"). The Parties agree that such electronic execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each Party may use such facsimile, PDF, or e-signatures as evidence of the execution and delivery of this Agreement by all Parties to the same extent that an original signature could be used.
- q. **Survival.** Sections 2, 3, 6, 7, 9, 10, 11, 12, 13, 14 and 15 shall survive the termination or expiration of this Agreement.
- r. **Referrals.** You agree to make commercially reasonable efforts to work with Ivanti in the event Ivanti asks to (i) use Your name and logo on Ivanti's website, in publications, brochures and similar print and/or digital media, in presentations, and in press releases.
- s. **Contact Information.** Please direct legal notices or other correspondence, if to Ivanti, Inc., to 10377 South Jordan Gateway, South Jordan, UT 84095, Attention: Legal Department.
- t. **Intellectual Property and Trademark Usage.** The Software and SaaS Offerings are protected by the U.S. and International Patents listed on <https://www.ivanti.com/company/legal/ivanti-patents>. For information regarding acceptable third-party use of Ivanti trademarks, refer to <https://www.ivanti.com/company/legal/trademark> or contact Ivanti legal representatives.
- u. **Hardware.** If You purchase any hardware from Ivanti, then such hardware shall be provided under the hardware terms and conditions that (i) accompany the hardware, and/or (ii) are found at <https://www.ivanti.com/company/legal/hardware>.
- w. **In-Licensed Materials and Open Source.** The Software may contain or may operate with software, services or other technology that is not owned by Ivanti but has been licensed to Ivanti by a third party and may be necessary for the full operation of the Software ("In-Licensed Materials") or that is available under open source or free software licenses. The In-Licensed Materials may be subject to additional terms and conditions, as identified on <https://www.ivanti.com/company/legal/thirdpartyterms> or as otherwise made available to You. Such terms and conditions are incorporated by reference herein. To the extent Ivanti uses open source software in the Software, the terms and restrictions in this Agreement shall not prevent or restrict You from exercising additional or different rights to such open source software in accordance with the applicable open source licenses.
- x. **Your Affiliates.** Your Affiliates may purchase Ivanti products and/or services under this Agreement by (i) executing a participation agreement with Ivanti pursuant to which it agrees to be bound by the terms of this Agreement applicable to You, and (ii) passing an Ivanti credit check, after which it may purchase Ivanti products and/or services directly from Ivanti or from a Reseller. For purposes of such purchase, references to "You" and "Your" shall be deemed to refer to Your Affiliate making such purchase.
- y. **Microsoft Intune®.** Certain functionalities within Ivanti Patch for MEM are enabled by accessing Microsoft Intune® through the Microsoft API and use of Ivanti Patch for MEM and accompanying services does not remove the need for users to have a valid license for their use of the Microsoft Intune® service.



January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

EXHIBIT A: SUPPLEMENTAL TERMS FOR THE SAAS OFFERING

In conjunction with Your purchase of a subscription for the SaaS Offering, You agree to these Supplemental Terms for the SaaS Offering which are hereby incorporated into the End User License and Services Agreement between Ivanti and You (the "Agreement"). Ivanti may revise these Supplemental Terms for the SaaS Offering from time to time by publishing such updates at <https://www.ivanti.com/company/legal/saas>. In the event that Ivanti makes any revision that includes a material change to these Supplemental Terms for the SaaS Offering during your subscription term ("Change"), Ivanti shall give you written notice of such Change. You shall have thirty (30) days to object to any such Change by written notice to Ivanti, otherwise you agree to accept the Change and incorporate any such Change into the Agreement. If you reject the Change on a reasonable basis, the Parties shall work together in good faith to come to a mutual resolution of the issues. Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

1. DEFINITIONS

1.1 "Availability Commitment" is defined in Section 5.1, below.

1.2 "Cloud Integration" means a system of tools and technologies that connects Components for the exchange of data and processes within the SaaS Offering.

1.3 "Credit" means 2% of Monthly Subscription Fees for each 1% below the Availability Commitment, not to exceed 100% of the Monthly Subscription Fees.

1.4 "Customer Data" means information, data, and other content, in any form or medium, that is collected, uploaded, downloaded, or otherwise received, directly or indirectly, from You or a User by or through the SaaS Offering.

1.5 "Downtime" means Total Minutes in the Month during which the SaaS Offering is not available, except for Excluded Downtimes.

1.6 "Excluded Downtime" means the Total Minutes in the Month attributable to (i) Planned Maintenance Downtime for which You have been notified in advance; (ii) unavailability caused by factors outside of Ivanti's control, such as unpredictable or unforeseeable events that could not have been avoided even if reasonable care had been exercised; (iii) unavailability caused by failure of Your infrastructure or connectivity, computer and telecommunications failures; (iv) unavailability caused by Your or a third party's hardware or software; (v) unavailability caused by acts or omissions by You, Your employees, agents, or contractors, or anyone gaining access to the SaaS Offering by means of Your passwords or equipment; (vi) Your failure to modify Your use of the SaaS Offering after being advised to do so; and/or (vii) degradation in any integrations to the SaaS Offering.

1.7 "Maintenance Release" means an update, upgrade, patch, bug fix and new release or version of the SaaS Offering.

1.8 "Month" means a calendar month.

1.9 "Monthly Subscription Fees" means one-twelfth (1/12) of the annual subscription fees paid or payable for the applicable SaaS Offering (i.e., the particular SaaS Offering that did not meet the Availability Commitment).

1.10 "Monthly Uptime Percentage" is calculated and defined as $((\text{Total Minutes in the Month} - \text{Excluded Downtime} - \text{Downtime}) / (\text{Total Minutes in the Month} - \text{Excluded Downtime})) * 100$.

1.11 "Planned Maintenance Downtime" means the time during which the SaaS Offering is unavailable so that Ivanti or its hosting provider can perform maintenance and upgrades.

1.12 "Total Minutes in the Month" means the total minutes in an applicable Month, which is calculated by multiplying 60 (number of minutes in an hour) by 24 (number of hours in a day) and then multiplying that total by the number of days during the applicable Month.

2. ACCESS. Ivanti hereby grants to You a non-exclusive, non-transferable right to access and use the features and functions of the applicable SaaS Offering consistent with the subscription You purchased and paid for. If You exceed the usage limits of the subscription purchased, you will incur additional fees for such excess usage. Unless otherwise agreed in writing, You may not decrease your subscription to the SaaS Offering within any Initial Term or Renewal Term. You will use commercially reasonable efforts to prevent unauthorized access to, or use of, the SaaS Offering, and notify Ivanti promptly of any such unauthorized use known to You. If You provide access to the SaaS Offering to any third party, then You agree Ivanti shall not be responsible or have any liability for a data breach resulting from such third party access.

3. CUSTOMER DATA.

3.1 Ownership. As between You and Ivanti, You retain all right, title and interest in and to the Customer Data. Ivanti acknowledges that it neither owns nor acquires any additional rights in and to the Customer Data not expressly granted by the Agreement.

3.2 Responsibility for Customer Data and Security. You are responsible for all changes to and/or deletions of Customer Data and the security of all passwords and other access protocols required in order to access the SaaS Offering and are solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. You shall procure all rights and privileges to obtain and transfer Customer Data to Ivanti under the terms of the Agreement. Your provision of such Customer Data to Ivanti shall be in compliance with all applicable laws and regulations, including but not limited to all privacy laws and regulations. You may not, and shall ensure Your Users do not, submit the following types of information to the SaaS Offering: (i) government identification numbers or financial account numbers associated with individual persons (e.g. U.S. Social Security numbers, national insurance numbers, driver's license numbers, or personal credit card or banking account numbers), (ii) medical records or health care claim information associated with individuals, including claims for payment or reimbursement for any type of medical care for an individual, (iii) information regulated under the International Traffic in Arms Regulations, (iv) without the express written consent of Ivanti, technical data restricted under applicable laws, and (v) data designated as "sensitive" or "special category" or the like requiring extra protective measures under the applicable data protection laws and regulations. You agree that the use of any such Customer Data is at Your discretion and incidental to the use of the SaaS Offering. You represent and warrant that You own or otherwise have sufficient rights or consents to grant Ivanti access to and use of the Customer Data in accordance with the terms of the Agreement.



January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

3.3 License. You hereby grant to Ivanti a royalty-free, fully-paid, non-exclusive, non-transferable, worldwide right and license to use Customer Data (i) during the Initial Term and any applicable Renewal Term of the Agreement (collectively, the "Term"), for the limited purpose of performing Ivanti's obligations under the Agreement, and (ii) during and after the Term, as provided in Section 3.4 below.

3.4. Data Analyses. Notwithstanding anything to the contrary, You agree that Ivanti may use Customer Data to create analyses utilizing Customer Data and information derived from Your use of the SaaS Offering, as set forth below ("Analyses"). Analyses will de-identify and aggregate information and will be owned by Ivanti. Analyses may be used for the following purposes: (i) product improvement (including product features and functionality, workflows and user interfaces) and development of new Ivanti products and services, (ii) improving resource allocation and support, (iii) internal demand planning, (iv) training and developing machine learning algorithms, (v) improving product performance, (vi) verification of security and data integrity, (vii) identification of industry trends and developments, (viii) developing and recommending insights to You and other customers; (viii) create anonymous profiles; (ix) creation of indices and anonymous benchmarking; and/or (x) for generally improving Ivanti's products and services.

3.5 Location. During the Term, You may request that all Customer Data and Your instance of the SaaS Offering be moved to a different hosting location offered by Ivanti for valid business purposes. Any such migration shall be accompanied by a fee of no less than twenty-five percent (25%) of the SaaS Offering for the Term.

4. CUSTOMER RESPONSIBILITIES. You shall not use the SaaS Offering to: (i) send any form of duplicative and unsolicited messages; (ii) harvest, collect, gather or assemble information or data regarding other users without their consent; (iii) transmit through or post on the SaaS Offering unlawful, immoral, libelous, tortious, infringing, defamatory, threatening, vulgar, or obscene material or material harmful to minors; (iv) transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs; (v) interfere with or disrupt the integrity or performance of the SaaS Offering or the data contained therein; (vi) attempt to gain unauthorized access to the SaaS Offering, computer systems or networks related to the SaaS Offering; or (viii) interfere with another customer's use and enjoyment of the SaaS Offering.

5. AVAILABILITY AND SERVICE LEVEL CREDITS.

5.1 Availability. Monthly Uptime Percentage will be at least 99.9% (the "Availability Commitment").

5.2 Reporting. If You believe Ivanti has not met the Monthly Uptime Percentage, You shall notify Ivanti upon discovery of the unavailability so that Ivanti can confirm and determine the cause of the unavailability. As part of the notification, You shall provide (i) Your name and contact information; (ii) beginning time of the outage; (iii) a description of the characteristics of the outage; (iv) end user location; (v) URL(s) affected; (vi) the internet service provider used to access the SaaS Offering; (vii) network traceroutes; and (viii) any attempts You made to resolve the outage.

5.3 Planned Maintenance Downtime. Planned Maintenance Downtime shall generally not exceed four (4) hours per calendar quarter, except as set forth in Section 11. However, in the exceptional case that Planned Maintenance Downtime will exceed four (4) hours per calendar quarter, Ivanti shall give You advance notice by e-mail or text message to the e-mail address or phone number provided by You. Ivanti will schedule Planned Maintenance Downtime between 8:00 pm to midnight of the local time zone in which the data centers are located, as much as practicable.

5.4 Service Credits. If Ivanti fails to meet the Availability Commitment for a particular Month, Your sole and exclusive remedy shall be to claim a Credit, which may only (i) be used to extend the SaaS Offering at the end of the applicable subscription term, or (ii) be applied to a future invoice relating to the SaaS Offering that did not meet the Availability Commitment Claims for a Credit must be made in good faith and through a documented submission of a support case within ten (10) business days after the end of the relevant Month in which Ivanti did not meet the Availability Commitment for the SaaS Offering. Within thirty (30) days of Your claim for a Credit, Ivanti will either deny the request or issue a credit memo acknowledging the credit or extension. The terms of this section relating to Credits constitute a genuine pre-estimate of the loss or damage that You might suffer as a result of any failure to meet the Availability SLA for the SaaS Offering and are adequate compensation for any loss or damage caused by any failure to meet the Availability SLA for the SaaS Offering. Availability will be calculated using Ivanti's system logs and other records.

5.5 Termination. If the SaaS Offering is not available for three (3) consecutive months, You may terminate the SaaS Offering and receive a pro rata refund of any prepaid but unused SaaS Offering fee.

6. SUPPORT AND MAINTENANCE. Standard Support and Maintenance Services are included as part of the SaaS Offering and are subject to Ivanti's published Support Terms and response times provided therein Updates are provided to You as part of the Support and Maintenance Services. Ivanti reserves the right to determine how and when to develop and apply any Updates to the SaaS Offering.

7. BACKUP AND DISASTER RECOVERY. Ivanti provides disaster recovery services, which are audited on an annual basis. In the event of a disaster affecting a SaaS Offering, all requests to the primary data center will reroute to the disaster recovery site ("DRS") within six (6) hours. This rerouting obligation is for the core service management application only.

8. STORAGE. The SaaS Offering for Customer Data includes one (1) terabyte of storage. Additional storage can be purchased separately from Ivanti or through your Reseller.

9. RETURN OF CUSTOMER DATA. After termination or expiration of the Agreement or the subscription for the SaaS Offering, upon Your written notice, Ivanti will provide Customer Data stored in the SaaS Offering to You in Ivanti's standard database export format. You must submit such request to Ivanti within thirty (30) days after termination or expiration of this Agreement or the subscription for the SaaS Offering. Ivanti is not obligated to maintain or provide any Customer Data after such 30-day period and will, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control, and delete Your instances of the SaaS Offering.

10. COMPLIANCE WITH LAWS. Ivanti will comply with all laws applicable to its provision under the Agreement of the SaaS Offering(s), including those applicable to privacy and security of personal information (including mandatory trans-border data transfers and mandatory data breach notification requirements) (collectively "Applicable Laws"), but excluding laws specifically applicable to You and Your industry that are not generally applicable to information technology service providers regardless of industry. You will comply with all laws applicable to Your use of the SaaS Offering(s), including those applicable to collection and processing of Customer Data in Ivanti systems through the SaaS Offering(s). You agree to provide any required disclosures to and obtain any required consents for the transfer of Customer Data to Ivanti.



January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

11. CHERWELL HOSTING. Planned Maintenance Downtime for Cherwell products shall generally not exceed six (6) hours per month. You agree that You will not be able to decline critical security patches and updates determined in Ivanti's sole discretion. You are responsible for applying Maintenance Releases to any locally installed portion of the SaaS Offering. You must install the Cherwell Administration module on a local computer in order to administer Your installation of the SaaS Offering, but You will not have direct access to the hosted environment for security reasons, except via the Cherwell Service Management applications. You may not install the Server portion of the SaaS Offering on Your own systems or premises for use in a production environment. You may (i) access the SaaS Offering in a "smart client" environment and install the Client portion of the SaaS Offering on Your end-user computers or (ii) You may access the SaaS Offering in a "browser client" environment without installing the Client portion of the SaaS Offering on Your end-user computers.

12. SURVIVAL. The provisions of Sections 2 and 3 will survive the termination of these Supplemental Terms for the SaaS Offering.



January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

EXHIBIT B: SUPPORT AND MAINTENANCE SERVICES SUPPLEMENTAL TERMS

In conjunction with Your purchase of Support and Maintenance Services, You agree to these Supplemental Terms for Support and Maintenance Services which are hereby incorporated into the End User License and Services Agreement between Ivanti and You (the "Agreement"). Ivanti may revise these Supplement Terms for Support and Maintenance Services from time to time by publishing such updates at <https://www.ivanti.com/company/legal/support-terms>. In the event that Ivanti makes any revision that includes a material change to these Supplement Terms for Support and Maintenance Services during your current annual Support and Maintenance term ("Change"), Ivanti shall give you written notice of such Change. You shall have thirty (30) days to object to any such Change by written notice to Ivanti, otherwise you agree to accept the Change and incorporate any such Change into the Agreement. If you reject the Change on a reasonable basis, the Parties shall work together in good faith to come to a mutual resolution of the issues. Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

If You receive support and maintenance services directly from an authorized support delivery partner, the terms regarding support in these Supplemental Terms for Support and Maintenance Services shall not apply and shall instead be determined between You and the relevant authorized support delivery partner.

Overview

Ivanti offers Support and Maintenance for purchase on an annual basis. Support provides a resource for You to receive assistance regarding installation, standard product configuration and the usage of Ivanti products. Maintenance entitles You to receive the latest software updates and upgrades, including patches, fixes, and security updates.

I. Definitions

The following defined terms are used to describe the Support services and Maintenance:

"Business Hours" means regular operating hours, excluding company holidays, where support coverage is available for each geography as found at <https://forums.ivanti.com/s/contactsupport>

"Documentation" means, collectively, the official product operation instructions, release notes and user manuals provided by Ivanti for the Software, in electronic or written form, that Ivanti has made publicly available.

"Error" means a reproducible failure of a properly licensed, implemented, and used Ivanti product to perform in substantial conformity with its accompanying documentation.

"Incident" means a single Support issue, generally an Error, or usage question with an Ivanti product and the reasonable effort needed to resolve it.

"Maintenance" means the provision of Updates and Upgrades for the Software.

"Phone Support" means Support that is initiated via a call-back feature on the Ivanti Support portal.

"Severity Level 1" or "S1" means an Incident where in a production environment, when a workaround is not immediately available and a large portion of Your environment is so severely impacted that You cannot reasonably operate, notwithstanding proper installation and use of the Ivanti product(s) : (a) a substantial portion of the Ivanti product(s) does not operate and cannot be restarted; (b) there is an Error in a major program function that renders such major program function completely unusable; or (c) there is an Error that causes a third-party, mission-critical application to be unstable.

"Severity Level 2" or "S2" means an Incident where, notwithstanding proper installation and use of the Ivanti product(s), there is an Error in a major program function causing significant impact to the Ivanti product(s) such that the Ivanti product(s) is difficult but not impossible to use.

"Severity Level 3" or "S3" means an Incident where, notwithstanding proper installation and use of the Ivanti product(s): (a) there is non-critical degradation of performance or function in the Ivanti product(s); or (b) there are minor intermittent problems in the Ivanti product(s). A commercially reasonable workaround may be available.

"Severity Level 4" or "S4" means all requests for an enhancement to, information, questions, or documentation issues concerning one or more Software or Errors with little or no effect on normal operation of the Ivanti product(s).

"Software" means the object code form of the Ivanti proprietary software product(s) made available by Ivanti under the Agreement, whether on premise or as a SaaS Offering, and including any Documentation, Updates, and Upgrades.

"Third Party Products" means any software or hardware that is manufactured by a party other than Ivanti and is either (i) not delivered with the Software, or (ii) not incorporated into the Software.

"Support" means the Ivanti-provided customer service designed to resolve Errors and Incidents in the installation, configuration, and usage of the Software, but does not include any type of assisted deployment, design particular to bespoke requirements, or assistance with Third-Party Products being used in conjunction with the Software.

"Support Portal" means the Support website located at: <https://success.ivanti.com/customers>.



January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

"Update" means bug fixes, minor enhancements, corrections, patches, and functions added to or removed from the Software, not including any new software or functionality that Ivanti markets and sells separately.

"Upgrade" includes major releases of products that replace a prior version of that product.

"Designated Support Engineer" a Support engineer assigned to the customer who is skilled in supporting the Ivanti product for which you have purchased Enterprise Support.

If You have an active Support and Maintenance Service term, then You may download, install and use any Updates and Upgrades of the Ivanti software products for which You have purchased Support and Maintenance Services. If You have not purchased Support and Maintenance Services or Your Support and Maintenance Services term has expired, You are not entitled to download, install, or use Updates or Upgrades.

II. Support Levels

The benefits of each level of Support are as follows:

SUPPORT FEATURE	STANDARD	PREMIUM	ENTERPRISE
Telephone Technical Support *Severity 1 incidents only	Business Hours	24x7*	24x7*
24x7 Support Portal Access	✓	✓	✓
24x7 Customer Community	✓	✓	✓
24x7 Knowledge Base	✓	✓	✓
Software Product Updates	✓	✓	✓
New Release Notification		Standard notifications	Proactive notification and personalized discussion
Remote Support via Screen Sharing		✓	✓
Escalation Management— Severity 1 Issues		Escalated to Support Manager after 8 hours	Critical situation oversight
Designated Support Engineer/Premier Team			✓
Customer Success Manager (CSM)			✓
Cloud Sandbox for SaaS Subscriptions			✓
Advantage Learning			Online Subscription: 1 user license
Upgrade Guidance			Technical Guidance and Validation
Priority Case Handling			✓
Environment-based Technical Guidance			Recommendations based on best practices and customer needs
Annual 4 Hour Health check			✓

*Severity Level 1 incidents only



January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

III. Incident Submission and Processing

You may submit Incidents 24 hours per day, 365 days per year via the online Support Portal located at: <https://forums.ivanti.com/s/article/How-to-Contact-Ivanti-Support>.

You may also report Incidents by phone during Business Hours. Business Hours and company holidays for the Ivanti Support centers are located at: <https://forums.ivanti.com/s/article/How-to-Contact-Ivanti-Support>.

Ivanti will direct You to a Support center within Your corresponding geography (Americas; Europe, Middle East, and Africa; or the Asia Pacific region) and responses from Ivanti Support will be delivered during Business Hours for that geographic region.

If You are a Premium/Enterprise Support customer and You report a Severity Level 1 Incident that is not solved during Business Hours of the regional Support center to which the Incident is initially reported, and the Incident requires around-the-clock work, Ivanti will transfer the Incident to other Support sites in the United States, Asia, and/or Europe as needed, as long as You have dedicated resources working on a 24x7 basis to provide information and assist Ivanti support as needed.

When notifying Ivanti of any Incident, You must provide Ivanti with detailed information about any suspected Error(s), including an example, the context in which it was encountered, details of Your system configuration, and the steps necessary to generate or reproduce the Error. The Severity level of an Incident shall be determined by agreement between You and Ivanti (using the Severity definitions described in these terms).

If You are an Enterprise Support customer, a Designated Support Engineer (DSE) will be assigned to You. The DSE is skilled in supporting the primary Ivanti product for which You have purchased Enterprise Support. Additional DSEs can be purchased if you require support for other products. The DSE will be available during your normal business hours and is responsible for solving Your submitted Incidents. In case the DSE is not available for any reason, Ivanti will provide a back-up engineer.

If You are an Enterprise Support customer, an Ivanti customer success manager ("CSM") will be assigned to You. The CSM will work with You to develop and update a customer success plan including: success criteria, adoption metrics and coordinates the activities per the plan. Delivers quarterly business reviews, manages product requests and advocates for You within Ivanti.

Enterprise Support customers will be provided direct access to a Support Manager who is available to manage escalated incidents or coordinating incidents across time zones for customers with multiple sites in different geographic locations.

IV. Technical Contacts

You will provide technical contacts to Ivanti as reasonably required to provide information, work through instructions, and confirm resolution of the Incident. Your designated technical contacts will be responsible for interfacing with Ivanti Support personnel. Each technical contact must be familiar with the Software and be capable of performing basic administrative functions.

V. Response Times

Ivanti will respond to and set internal resolution Severity for each reported Incident within the following initial response time targets during Ivanti Business Hours:

BUSINESS	STANDARD	PREMIUM	ENTERPRISE	Level of Effort*
S1—Critical	2 business hrs.	1 hr.	30 min.	Continuous, 24 hours a day, 7 days a week.
S2—High	4 business hrs.	4 business hrs.	2 business hrs.	Continuous, but not 24 hours a day, 7 days a week
S3—Medium	8 business hrs.	8 business hrs.	8 business hrs.	As appropriate during Business Hours
S4—Low	16 business hrs.	16 business hrs.	8 business hrs.	Varies

* Ivanti only provides 24x7 level of effort if Customer has purchased Premium Support or Enterprise Support. If Customer has only purchased Standard Support, then level of effort will be limited to Business Hours.

To be eligible for the response times above, You must submit S1/S2 Incidents to Ivanti by phone.

If you have 24x7 Phone Support entitlement, then You will have access to Phone Support outside of Business Hours for S1 issues. Ivanti will route calls via a follow-the-sun model and initial response time targets will apply 24x7. System upgrade and system refresh requests will be dealt with as S4 tickets. Ivanti requires a minimum notice of three (3) business days to schedule and confirm prior to carrying out upgrades and refreshes. All test and development system refreshes or upgrades will be scheduled between 8am and 5pm Mountain Time, or 9am and 530pm GMT (dependent on location of the hosted service).

VI. Renewal of Support and Maintenance

Support and Maintenance is offered on an annual basis and must be renewed prior to the expiration of the then-applicable Support and Maintenance term. If payment for a Renewal Term is not received prior to the expiration date of the existing term, Ivanti reserves the right to suspend access to Support and Maintenance until payment is received.



January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

You must purchase Support and Maintenance for the total number of licenses of the Software You have purchased or are using (whichever is greater) and may not purchase Support and Maintenance for a subset or partial set of licenses. For example, if You purchase one thousand (1,000) licenses of the Software, you may not purchase Support and Maintenance for only five hundred (500) licenses.

VII. Reinstatement of Support and Maintenance

If You terminate or allow Support and Maintenance to lapse or expire and would like to reactivate Support and Maintenance, You must pay: 1) a fee equal to the total Support and Maintenance fees retroactive to the date of lapse or termination; 2) a reinstatement fee; and 3) a fee for the then-commencing Support and Maintenance term.

VIII. Termination of Support and Maintenance

If you elect to not renew Support and Maintenance, You must provide thirty (30) days written notice prior to the end of the then-applicable annual Support and Maintenance term.

IX. Legacy Support Programs

As of March 1, 2020, Enhanced Support is no longer available for purchase. Enhanced Support is being replaced by Premium Support, the benefits of which are outlined in Section II above. Customers that previously purchased Enhanced Support will be upgraded to Premium Support at future renewals.

The Ivanti Premium Support offering sold during 2020 has been renamed Ivanti Enterprise and a CSM service has been added. The Ivanti Enterprise offering sold during 2020 has been renamed Premium and the Ivanti Global Academy license removed – customers requiring future access to Ivanti Advantage Learning should notify their renewals representative at the time of renewal.

The former MobileIron programs – Premium and Enterprise have been renamed Ivanti Premium and Ivanti Enterprise the features of the programs remain substantially the same.

X. Support Exceptions

Ivanti shall be under no obligation to furnish Support for any Software to the extent that such Support is necessary or desired as a result of: (i) the operation of the Software in environmental conditions or configurations outside those described in the Documentation; (ii) Your failure to upgrade or update the Software within a supported version as specified at: <https://forums.ivanti.com/s/end-of-life>, or to maintain the Software in accordance with the standards described in the Documentation or as specified in any Support and Maintenance you receive from Ivanti; (iii) actions of any third party other than Ivanti or a third party authorized by Ivanti; and (iv) causes unrelated to the Software as delivered to You by Ivanti, including without limitation, unauthorized modifications to the Software, made by You or on Your behalf.

Ivanti Support is designed to assist You with errors and incidents in the normal usage of the Software in Your environment. If You would like assistance from Ivanti-approved resources beyond Ivanti's standard Support, including product training, implementation services, and customization services, Ivanti Support recommends engaging with Ivanti Professional Services. Ivanti Professional Services have the skills to architect, implement, and optimize Ivanti solutions and are specially trained to provide a unified, consistent, and cost-effective user-oriented experience. Find out more about Ivanti Professional Services at: <https://www.ivanti.com/services/professional-services>.

XI. Advantage Learning

Advantage Learning is a comprehensive and self-paced training environment—a 24x7x365 learning “ecosystem” that places the power of learning in the learner's hands. Cloud-based, multi-device, and blended, our learning environment helps Ivanti customers train on the things they want to, when they want to, where they want to, and how they want to, to benefit from training as quickly and easily as possible. Ivanti Global Academy includes:

- Short, easy-to-consume training modules;
- Access to all available product training via annual subscription;
- Role-based learning paths that take the guesswork out of which training to take;
- A convenient approach to training on product updates;
- An easy way to track your training progress;
- A qualitative self-assessment to identify accomplishments, strengths, training needs, and future goals;
- Greater comprehension through self-administered learning;
- Just-in-Time training, so you're never left without the skills You need to get the job done; and
- Points and badges for completing activities that bring motivation and fun to learning.

Advantage Learning offers annual subscription based educational services or single course offerings through the Ivanti Advantage Learning Storefront at: <https://advantagelearning.ivanti.com>.

XII. Technical Relationship Manager (TRM)

Ivanti also offers the services of Technical Relationship Managers (TRMs) on an annual basis as set forth below.

TRM Type	Basic	Premier	Enterprise	Dedicated
TRM Days per Year	12	24	48	200



January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

TRM Type	Basic	Premier	Enterprise	Dedicated
Advantage Learning Vouchers	1	2	3	6
On-Site Days Percentage	Not Included	Up to 25%	Up to 25%	Up to 25%
Travel Expenses	N/A	Included	Included	Included

The TRM service is a subscription offering that typically runs for a period of twelve (12) months. Your TRM serves as a “technical advisor on retainer” and works with Your executive sponsor, business stakeholders, and key operational personnel within Your organization. Each TRM offering includes a specific number of TRM days available to You on an annual basis. You may use a certain percentage of the TRM days for on-site consultation. On-site days must be used in increments of at least two (2) consecutive days. Travel costs are included in the TRM offerings that include onsite days. What’s more, each TRM offering includes vouchers for additional training that entitle one (1) of Your personnel (per voucher) to register for a course through Ivanti Advantage Learning (You are responsible for all travel and expenses) or via the online learning system.

The initial period for TRM coverage begins on the purchase date and ends twelve (12) months thereafter. To ensure uninterrupted use of any TRM offering purchased by You, the TRM services shall renew automatically for additional periods of twelve (12) months unless either Party provides written notice to the other Party not to auto-renew the TRM offering at least sixty (60) days before the end of any TRM period. Any unused TRM days and training vouchers expire at the end of each annual period.



January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

EXHIBIT C: IVANTI PRIVACY POLICY

Ivanti sells software, not data. We collect data in order to respond to your inquiries, improve our products and services, support your use of our products, help you use our products more efficiently, market our products and services, and generally perform our contractual obligations. We do not sell, rent, share, or otherwise disclose your personal data to anyone except as necessary to support your use of our products and to market and sell our products and services.

Scope of Policy

This policy applies to all the personal data that you provide and Ivanti collects through its products, apps, services, websites, events, and other communications such as our marketing efforts. References to Ivanti products in this statement include Ivanti software, apps, services, events, and websites.

This Privacy Policy describes how Ivanti collects, uses, shares and secures the personal data you provide. It also describes your choices regarding use, access and correction of your personal data. For additional information, please visit our Privacy & Legal web page.

We encourage you to read this privacy policy and the privacy policies of all websites you visit and/or companies who send you communications.

Personal Data We Collect

We automatically collect statistical information that may include personal data when you use our products. We also collect personal data when you ask for or consent to receive products or marketing materials from us. We may associate that information with personal data we collect in other ways or receive from third parties. The data we collect depends on the context of your interactions with us and the choices you make, including your privacy settings, email subscription settings, and the products and features you use. We process personal data in a manner that is compatible with the initial purpose of the data collection.

When you use our products, you provide us with data that may include the following:

Name and contact data. Your first and last name, email address, postal address, phone number, and other similar contact data.

Credentials. Passwords, password hints, and similar security information used for authentication and account access.

Demographic data. Data about you such as your age, gender, country, and preferred language.

Payment data. Data to process payments, such as your payment instrument number (e.g., a credit card number), and the security code associated with your payment instrument.

Subscription and licensing data. Information about your subscriptions, licenses, and other entitlements to our products.

Interactions. Data about your use of our products. In some cases, this is data you provide in order to use the products. In other cases, such as error reports, this is data we generate. Other examples of interactions data include:

- **Device and usage data.** Data about your device and the product and features you use, including information about your hardware and software, how our products perform, as well as your settings. For example, device, connectivity, and configuration data; error reports and performance data; troubleshooting and Help Data.
- **Location data.** Data about your device's location, which can be either precise or imprecise. For example, we collect location data using Global Navigation Satellite System (GNSS) (e.g., GPS) and data about nearby cell towers and wi-fi hotspots. Location can also be inferred from a device's IP address or data in your account profile that indicates where it is located with less precision, such as at a city or postal code level.
- **Other input.** Other inputs provided when you use our products.

Content. Content of your files and communications you input, upload, receive, create, and control. Please be aware that any information you provide in public areas, including our websites, may be read, collected, and used by others who access them.

Feedback and ratings. Information you provide to us and the content of messages you send to us, such as feedback, survey data, and product reviews you write.

Database information. If you receive technical support for an Ivanti product, you may also provide us with database information that contains personal data of third parties such as your employees or clients. We have no control over what you provide to us, nor what steps you have taken to ensure that the data is reliable for its intended use, non-infringing, accurate, complete, and current. If you provide any personal information about any third parties to us, you must have an appropriate legal basis for processing as required by applicable law. You must also provide instructions on how to use that information.

Data We Process on Behalf of our Customers. The use of information collected through our Services shall be limited to the purpose of providing the service for which the customer has engaged Ivanti. Ivanti collects information under the direction of its Customers, and has no direct relationship with the individuals whose personal data it processes. If you are a user of one of our Customers and would no longer like to be contacted by one of our Customers that use our service, please contact the Customer that you interact with directly. We may transfer



January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

personal data to companies that help us provide our service. Transfers to subsequent third parties are covered by the service agreements with our Customers.

An individual who seeks access, or who seeks to correct, amend, or delete inaccurate data should direct his query to Ivanti's Customer (the data controller).

Mobile Apps. When using an app on a mobile device, we may automatically collect information about the device running the app, such as the type of device, the version of the operating system, the device identifier ("UDID") and mobile network information. We may also record information such as how often the app is used, the events that occur within the app, aggregated usage, performance data, any exceptions that occur within the app, and the source from which the app was downloaded.

Metadata and other information. We may collect metadata and other information to analyze and benchmark your use of our products. We may use that information to generate reports, analyze product usage, administer and improve the products, both for your individual use and our user base as a whole. We may also use the information to improve or create new products and to make recommendations to you and our customers about how to better use our products and services.

Third party data. We also obtain data from third parties. We protect data obtained from third parties according to the practices described in this policy, plus any additional restrictions imposed by the source of the data. Third party data that we obtain may include, but are not limited to, the following:

- Data brokers from which we purchase demographic data to supplement the data we collect.
- Service providers that help us determine your device's location.
- Partners with which we offer co-branded services or engage in joint marketing activities.
- Publicly-available sources, such as open government databases.

Data collected when you visit our websites. Our websites also gather certain information automatically and store it in log files. This information may include internet protocol (IP) addresses, browser type, browser language, device identifier, Internet service provider (ISP), referring/exit pages, duration of visit, pages viewed, operating system, date/time stamp, clickstream data, crashes, system activity, hardware settings, the date and time of requests and other usage data.

Data that we collect and process when being contacted otherwise. If you contact us over the telephone or via facsimile, we may also log information such as your phone number, forwarding calls, SMS routing information, and types of calls.

You have choices when it comes to the technology you use and the data you share. When we ask you to provide personal data, you can decline. Many of our products require some personal data to provide you with a service. If you choose not to provide the data necessary to provide you with a product or feature, you cannot use that product or feature and we may have to suspend or cancel it. Likewise, where we need personal data to enter into or carry out a contract with you, and you do not provide the data, we will not be able to enter into the contract or perform under the contract. We will notify you if this is the case at the time. Where providing the data is optional, and you choose not to share personal data, features like personalization that use such data will not work for you.

Cookies and Similar Technologies

Cookies are small data files that your browser places on your computer or mobile device. A cookie itself does not contain or collect information, but it can send information back to our website to help deliver a more user-friendly experience.

Ivanti and our partners use technologies such as "cookies" and "web beacons" to automatically collect information from you when you use our products. We use cookies and similar technologies to analyze trends, administer and track the use of our products, gather demographic information about our user base as a whole, remember user settings, improve the functionality of our products, and understand product and Internet usage.

Ivanti and our partners may use cookies and similar technologies to personalize your experience at our websites (e.g., to recognize you by name when you return to our site or to prefill a form to download a whitepaper). We may also use cookies to help us offer you information about products, programs, or services that may be of interest to you. In some cases, we also use cookies to enable relevant advertising on websites owned by third parties.

Most browsers automatically accept cookies. You can prevent cookies from being stored on your computer or device by configuring your browser to not accept cookies or to notify you when a cookie is being placed on your hard drive. Some browsers provide a mode where cookies are always deleted after a visit. This is called InPrivate, Incognito, or Private Browsing, depending on your browser.

You can learn more about how to manage and remove cookies in your browser or device's online help. You can also visit <http://www.aboutcookies.org> for more information on how to manage and remove cookies across a number of different internet browsers.

If you choose not to accept cookies at all, you can still use our products. However, not all features of our products will function as intended if you reject cookies.

Our websites also gather certain information automatically and store it in log files. This information may include internet protocol (IP) addresses, browser type, browser language, device identifier, Internet service provider (ISP), referring/exit pages, length of visit, pages viewed, operating



January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

system, date/time stamp, clickstream data, crashes, system activity, hardware settings, the date and time of requests and other usage data. If you contact us over the telephone or via facsimile, we may also log information such as your phone number, forwarding calls, SMS routing information, and types of calls.

Your Internet browser and mobile device may allow you to adjust your browser settings so that “do not track” requests are sent to the websites you visit. We respect your wishes and will not track user activity once “do not track” signals have been activated. However, our third party service providers may not respond to “do not track” signals.

Our products may include social media features, such as the Facebook “Like” button. These features may collect your IP address and which page you are visiting on our website and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third party or hosted directly on our websites. Your interactions with these features are governed by the privacy policy of the company providing them. We encourage you to read each company’s privacy policy.

Social Media Plugins	Link to the privacy policy
Facebook	https://www.facebook.com/legal/FB_Work_Privacy
LinkedIn	https://www.linkedin.com/legal/privacy-policy
Twitter	https://twitter.com/en/privacy
WeChat	https://www.wechat.com/en/privacy_policy.html

We may also partner with a third party to display advertising on our website or to manage our advertising on other sites. Our third party partner may use cookies or similar technologies in order to provide you advertising based upon your browsing activities and interests. You may utilize the DIGITAL ADVERTISING ALLIANCE (DAA) SELF-REGULATORY PROGRAM to manage your level of desired advertising and opt out at any time of interest-based advertising in the U.S. or European Union depending upon your location. Please note you will continue to receive generic ads.

To manage cookies on our site you can do so by clicking on the “Cookie Settings” button in the banner at the bottom of your screen. Furthermore, you can manage your settings at any time by visiting the “Cookie Settings” link in the footer of our website.

Google Analytics

We use Google Analytics, an analyzing service provided by Google LLC, 1600 Amphitheatre Parkway, Mountain View, California, USA (“Google”). Google Analytics uses “cookies”, i.e. text files that are stored on users’ computers and that enable to analyze how users use the site. The information generated by the cookie on your use of the website will generally be transmitted to and stored by Google on servers in the USA.

The IP-anonymization is activated on this website, i.e. your IP address will be shortened within the area of Member States of the European Union or other parties to the Agreement on the European Economic Area. Only in exceptional cases the whole IP address will be first transferred to a Google server in the USA and shortened there.

Google will use this information on behalf of us for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing them other services relating to website activity and internet usage. Pseudonymous user profiles of the users can be created from the processed data. The IP-address that your browser conveys within the scope of Google Analytics, will not be associated with any other data held by Google.

You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of this website.

You can also opt-out from being tracked by Google Analytics with effect for the future by downloading and installing Google Analytics Opt-out Browser Add-on for your current web browser:

<http://tools.google.com/dlpage/gaoptout?hl=en>

Further information on the use of data for advertising purposes by Google, setting and objection options can be found on the Google websites, for example under:

- <https://www.google.com/intl/en/policies/privacy/partners/> (“How “Google uses information from sites or apps that use our services”)
- <https://www.google.com/policies/technologies/ads> (“Use of data for advertising purposes”)
- <https://www.google.com/settings/u/0/ads/authenticated?hl=en> (“Determine what advertising Google shows you”)

Vimeo

On our websites you can watch videos uploaded to Vimeo (Vimeo Inc., 555 West 18th Street, New York, NY 10011, USA) and integrated on our website via an iFrame. The iFrames are set to connect first when you click the “Play” button.



January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

If you are logged in to your Vimeo account at the same time as pressing "Play", Vimeo can associate your surfing behaviour with your user profile. You can prevent this data processing by logging out of your account before visiting our websites.

As this is a third party service, we have no control over the processing of this data by Vimeo. The purpose and scope of the data collection and the further processing and use of the data by Vimeo as well as your rights and settings to protect your privacy can be found at <https://vimeo.com/privacy>.

For What Purposes We Process the Personal Information We Collect

If not otherwise described in this policy, we may process personal information collected from or about you for any of the following purposes:

- To respond to and record your requests, whether it be a product purchase, a downloaded whitepaper, or product demonstrations and evaluations.
- To provide the products, communicate with you about our products and fulfill any contractual obligations we may have with you including providing post-purchase technical support, implementation services, and updates for the products.
- Processing of payments.
- To provide online forums such as user groups and bulletin boards.
- To deliver live or online events such as training seminars or conferences, including third party events we sponsor.
- To manage and verify your account and the identity of users of the products.
- The server log files, to allow you unhindered and trouble-free access to our websites and to improve the security of our systems.
- To provide videos on the website.
- To respond to other support requests, to requests for product-related information, and to respond to feedback, survey data, and product reviews, including for product improvement purposes.
- To provide product testing or product demos.
- To market our products and events including sending you surveys about our products and your use of our products.
- To analyze your use of our products in order to operate, maintain, improve and create new products.
- For any other legal, business, or marketing purposes that are not inconsistent with the terms of this policy.
- To protect against, investigate and prevent fraudulent, unauthorized or unlawful acts against us, you and third parties.

Further, we process your data in order to inform you about our products and services by means of our newsletter or other information. Sending you such information is based on your consent.

In addition, we process your data to comply with statutory reporting requirements, court summonses, court decisions or other court orders.

When We Share Your Information

We share your personal data as necessary to complete any transaction or provide any product you have requested or authorized or otherwise fulfil your request, to inter alia Ivanti controlled affiliates and subsidiaries. We may share your information with our business partners, resellers, and subcontractors who use the information to fulfill product orders, process payments, develop and improve products, contact you about product orders or in connection with the performance, operation, and support of the products, perform marketing or consulting services, respond to your requests, or as otherwise appropriate for us to provide you with the products.

We may furthermore disclose your information to:

- Service providers who host or facilitate the delivery of online training, seminars, and webinars.
- Other technology providers and third parties that assist in the delivery of the products, marketing materials, technical support services, other products, or other information.
- Third parties who conduct data analytics.
- An acquiring company in the event of a merger, acquisition, or other sale of all or a portion of our assets.

Other than to the extent ordered by a bankruptcy court, any other legal authority, or as otherwise agreed to by you, the use and disclosure of all personal data transferred to a third party will be subject to this policy.

We may disclose your personal data in the following cases:

- When required by law, regulation, legal process, or other legal requirement



January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

- When we believe that disclosure is necessary or appropriate to respond to an emergency
- To protect our rights, your safety or the safety of others
- To investigate fraud
- To enforce our agreements, policies, and terms of use
- To comply with a judicial proceeding, subpoena, court order, law enforcement or government request, or national security requirements
- When you consent to such disclosure

When we share your information outside the EU:

Your personal data may be transferred to other countries including countries outside the EU and the EEA (the latter also referred to as "third countries"). These countries may apply privacy standards that are different from those of your place of residence. Please note that data processed in another country may be subject to different laws and may be accessible to the authorities, courts, law enforcement agencies and supervisory authorities of those countries.

A transfer to third countries will only take place if an adequate level of protection or appropriate safeguards for a secure level of protection are in place, e.g. in the form of standard contractual clauses or through certification under the EU-US Privacy Shield.

Legal Basis For Data Processing

We rely on a variety of legal reasons and permissions to process data. These legal reasons and permissions include when you have given your consent, as part of the performance of a contract, to comply with legal obligations, and for other legitimate interests.

Additional legitimate interest consists of:

- Optimising and increasing the visibility of our website.
- Increasing the attractiveness and usability of our services
- Enabling and promoting the use and sale of our products
- Conducting direct marketing activities and to inform you about our products and services. In doing so, we will also send you information that is appropriate to your interests, which we determine from the data available to us, e.g. from products you have used, events or other campaigns for which you have registered, as well as product interests indicated at registration.

Transmission of personal data takes place either on the basis of relevant agreements (e.g. for order processing), for the fulfilment of a contract or because of legitimate interests.

No Use by Children

Ivanti products are not intended for children. We do not knowingly collect information from children. Do not use our products or provide us any information unless you are capable of consent in your territory or country.

Managing Your Information

If you have previously signed up to receive emailed information about our products or special offers, and no longer wish to receive these communications, you may opt-out through the Subscription Center link included in each email.

If a third party has provided your personal data as part of a database, you should direct your requests to that third party.

If you register for an account on the Ivanti Community site, you will be listed in our publicly accessible member directory. If you do not wish to be listed in the directory, please do not register for an account. If you wish to close an existing account, please contact us to have your account closed.

Data Subject Rights

Upon request Ivanti will provide you with information about whether we hold any of your personal data. You can access, correct, update, or request deletion of your accounts or personal data by managing your account settings or by emailing us at: privacy@ivanti.com. At any time, you have the right

- of access (Art. 15 GDPR);
- to rectification (Art. 16 GDPR);
- to erasure (Art. 17 GDPR);
- to restriction of processing (Art. 18 GDPR);
- to data portability (Art. 20 GDPR);



January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

- to object (Art. 21 GDPR);
- to withdraw consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal Art. 7 (3) GDPR;
- to lodge a complaint with a supervisory authority (Art. 77 GDPR).

No Obligation to Provide Personal Data

In general: the provision of your personal data is voluntary. You are neither legally nor contractually obliged to do so. We do not contractually oblige you to provide us with personal data. Please note, however, that if you refuse to provide personal data, you may not be able to use all of our services.

Security

Ivanti implements reasonable and appropriate technical and organizational measures to protect personal information from loss, misuse, and unauthorized access, disclosure, alteration, and destruction, taking into due account the risks involved in the processing and the nature of the personal information. However, no method of transmission over the Internet or method of electronic storage is 100% secure. Therefore, we cannot guarantee its absolute security. If you have any questions about our security, you can contact us at privacy@ivanti.com.

EU-U.S. and Swiss-U.S. Privacy Shield Frameworks

We and our U.S.-affiliated entities comply with the EU- U.S. Privacy Shield Framework and Swiss-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union and/or Switzerland, as applicable, to the United States in reliance on Privacy Shield. We have certified to the Department of Commerce that we adhere to the Privacy Shield Principles with respect to such information. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program and to view our certification, please visit <https://www.privacyshield.gov/>.

The Federal Trade Commission ("FTC") has jurisdiction over our compliance with the Privacy Shield Principles. We are also subject to the investigatory and enforcement powers of FTC. We may be required to disclose personal information in response to lawful requests by public authorities, including to meet national security and/or law enforcement requirements.

In compliance with the Privacy Shield Principles, we commit to resolve complaints about your privacy and our collection or use of your personal information. European Union and/or Swiss individuals with inquiries or complaints regarding this Policy should first contact us at privacy@ivanti.com or by postal mail at:

Ivanti
Attn: Privacy
698 West 10000 South
South Jordan, UT 84095

We are further committed to refer unresolved Privacy Shield complaints to an alternative dispute resolution provider located in the United States. If you have an unresolved privacy or data use concern that you feel we have not addressed satisfactorily, please contact our U.S.-based third party dispute resolution provider (free of charge) at <https://feedback-form.truste.com/watchdog/request>.

Under certain conditions, you may invoke Privacy Shield Binding Arbitration when other dispute resolution procedures have been exhausted.

We comply with the Privacy Shield Principles for all onward transfers of personal data from the European Union and Switzerland to any third parties acting as an agent on its behalf. We are responsible under the Privacy Shield Principles for the actions of our agents who process personal information covered by this Policy in a manner inconsistent with the Privacy Shield Principles, except where we are not involved in the event giving rise to the damage.

Ivanti commits to cooperate with EU data protection authorities (DPAs) and the Swiss Federal Data Protection and Information Commissioner (FDPIC) and comply with the advice given by such authorities with regard to human resources data transferred from the EU and Switzerland in the context of the employment relationship.

California Privacy

If you are a California resident, California Civil Code Section 1798.83 permits you to request information regarding the disclosure of your personal data by Ivanti or its affiliates to a third party for the third party's direct marketing purposes. To make such a request, please send an email to privacy@ivanti.com or write to us at:

Ivanti
Attn: Privacy
698 West 10000 South
South Jordan, UT 84095

Privacy Policy Changes

We reserve the right to modify this policy at any time as found at <https://www.ivanti.com/company/legal/privacy-policy>. When we make only minor modifications, we may do so without notifying you. If we make changes to this policy that we believe materially impact the privacy of your



January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

personal data, we will notify you either by means of a notice on this website prior to the change becoming effective or by sending an email to the address specified in your account.

We encourage you to periodically review this page for the latest information on our privacy practices. The "Last Modified" date at the top of this policy will allow you to quickly know when the last changes were made.



January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

EXHIBIT D: DATA PROCESSING ADDENDUM

This Data Processing Addendum (“DPA”) forms a part of the Ivanti End User License and Services Agreement (“Agreement”) and is made and entered into as of the last signature date below (the “Effective Date”) by and between the customer identified below or in the Agreement (“Controller”) and the applicable Ivanti entity identified in this DPA (“Ivanti” or “Processor”) (individually, a “Party”; collectively, the “Parties”). Any capitalized terms not defined herein shall have the respective meanings given to them in the Agreement.

RECITALS

WHEREAS, the Parties have entered into the Agreement.

WHEREAS, in the course of providing the Services to Controller pursuant to the Agreement, Processor may Process Personal Data on behalf of Controller;

WHEREAS, to ensure adequate safeguards with respect to the Processing of Personal Data provided by Controller to the Processor the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual promises and covenants set forth below, Controller and Processor hereby agree as follows:

AGREEMENT

1. DEFINITIONS

All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Applicable Data Protection Laws**” means all applicable laws, regulations, regulatory guidance, or requirements in any jurisdiction relating to data protection, privacy, or confidentiality of Personal Data including but not limited to (a) the GDPR together with any transposing, implementing or supplemental legislation, and (b) the CCPA.

“**Authorized Affiliate**” means any of Controller’s Affiliates which (a) are subject to the data protection laws and regulations of the European Economic Area and/or its member states, the United Kingdom, and Switzerland, (b) are subject to data protection laws and regulations outside of the European Economic Area and/or its Member States, Switzerland, and the United Kingdom (as applicable), and (c) permitted to use the Processor for Processing pursuant to the Agreement.

“**CCPA**” means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations.

“**Controller**” means the entity which determines the purposes and means of the Processing of Personal Data. For the avoidance of doubt, the Party identified above as “Controller” is a Controller under this DPA.

“**Data Breach**” means a breach of security leading to the accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure of, access to, or other Processing of Personal Data transmitted, stored, or otherwise Processed.

“**Data Protection Authority**” means any representative or agent of a government entity or agency who has the authority to enforce Applicable Data Protection Laws.

“**Data Subject**” means a natural person to whom Personal Data relates.

“**GDPR**” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

“**Ivanti**” means the entity identified below in the same geographic region as Customer:

- Ivanti, Inc., a Delaware corporation, in the Americas, except Brazil.
- Ivanti Comércio de Software Brasil Ltda, a Brazilian company, in Brazil.
- Ivanti Software K.K., a Japanese company, in Japan.
- Ivanti Software Technology (Beijing) Co., Ltd., a Chinese company, in China.
- Ivanti International Limited, an Irish company, for Wavelink and Naurtech branded products and services in Europe, the Middle East, Africa, and the Asia Pacific region.
- Ivanti UK Limited, a limited company registered in England and Wales, in all other locations.

“**Personal Data**” means any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with an identified or identifiable natural person or particular household. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

“**Process**” shall mean any operation or set of operations which is performed upon Personal Data by the or in connection with and for the purposes of the provision of the Services, whether or not accomplished by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction; and as defined by Applicable Data Protection Laws.

“**Processor**” means the entity which Processes Personal Data on behalf of the Controller. For the avoidance of doubt, the Party identified as “Processor” above is a Processor for this DPA.



January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

“Services” means Processing of Personal Data by the Processor in connection with and for the purposes of the provision of the services to be provided by the Processor pursuant to the Agreement.

“Service Provider” means a sole proprietorship, partnership, limited liability company, corporation, association, or other legal entity that is organized or operated for the profit or financial benefit of its shareholders or other owners, that process information on behalf of a Data Controller and to which the Data Controller discloses a Data Subject’s Personal Data for a Business Purpose pursuant to a written contract, provided that the contract prohibits the Service Provider from retaining, using, or disclosing the Personal Data for any purpose other than for the specific purpose of performing the services specified in the contract, or as otherwise permitted by the CCPA, including retaining, using, or disclosing the Personal Data for a Commercial Purpose other than providing the services specified in the contract with the Data Controller. The terms “Business Purpose” and “Commercial Purpose” have the same meaning as those terms are used in the CCPA. For the avoidance of doubt, Processor is a Service Provider.

“Sub-processor” means any entity which Processes Personal Data on behalf of the Processor.

2. PROCESSING OF PERSONAL DATA

2.1 Roles of the Parties. The parties acknowledge and agree that about the Processing of Personal Data, Controller is the Controller, Processor is the Processor or Service Provider. The subject matter, duration, purpose of the Processing, and the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 1.

2.2 Controller’s Obligations. Controller’s instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Controller shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Controller acquires Personal Data and provides it to Processor.

2.3 Processor’s Obligations. All Personal Data Processed by Processor pursuant to the Agreement is Confidential Information (however, all Confidential Information is subject to FOIA) and Processor will Process Personal Data only in accordance with Controller’s documented instructions set forth in Schedule 1 or as otherwise provided by Controller in writing. Processor will not sell the Personal Data Processed under this DPA and will not retain, use, or disclose Personal Data outside of the direct business relationship between Processor and Controller. Processor shall adhere to all Applicable Data Protection Laws with regard to Processing Personal Data. Where the Processor believes that compliance with any instructions by Controller would result in a violation of any Applicable Data Protection Law, the Processor shall notify Controller thereof in writing without delay. Processor shall make available to the Controller all information necessary to demonstrate Processor’s compliance with its obligations under this DPA.

2.3.1 Assistance Requirements. Processor shall assist Controller with: compliance with Applicable Data Protection Laws; suspected and relevant Data Breaches; notifications to, or inquiries from a Data Protection Authority; notifications to, and inquiries from, Data Subjects; and Controller’s obligation to carry out data protection impact assessments and prior consultations with a Data Protection Authority.

3. NOTIFICATION OBLIGATIONS

3.1 Processor’s Notification Obligations. Processor shall immediately notify Controller, in writing, of the following:

- 3.1.1 A Data Subject’s request to exercise their privacy rights such as accessing, rectifying, erasing, transporting, objecting to, or restricting their Personal Data;
-
- 3.1.2 Any request or complaint received from Controller’s customers or employees;
-
- 3.1.3 Any question, complaint, investigation, or other inquiry from a Data Protection Authority;
-
- 3.1.4 Any request for disclosure of Personal Data that is related in any way to Processor’s Processing of Personal Data under this DPA;
-
- 3.1.5 A Data Breach pursuant to the notification obligations set forth in Section 7.1; and
-
- 3.1.6 Where the Personal Data becomes subject to search and seizure, an attachment order, confiscation during bankruptcy or insolvency proceedings, or similar events or measures by third parties while being Processed.

Processor will assist Controller in fulfilling Controller’s obligations to respond to requests relating to paragraphs (3.1.1) - (3.1.6) above and will not respond to such requests without Controller’s prior written consent unless Processor is required to respond by law.

4. CONFIDENTIALITY

4.1 Confidential Information. All Information provided to Processor pursuant to the Agreement is Confidential Information (however, all Confidential Information is subject to FOIA).

4.2 Processor’s Personnel. Processor shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities, and have executed written confidentiality agreements. Processor shall ensure that such confidentiality obligations survive the termination of their respective employment relationship with such individuals.

4.3 Limitation of Access. Processor shall ensure that Processor’s access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.

5. SUB-PROCESSORS

5.1 Appointment of Sub-processors. Controller acknowledges and agrees that Processor and Processor’s Affiliates may engage third-party Sub-processors in connection with the provision of the Services. Processor or Processor’s Affiliate shall enter into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this DPA to the extent applicable to the nature of the Services provided by such Sub-processor. Controller hereby authorizes Processor to engage its current list of Sub-processors as listed at <https://www.ivanti.com/company/legal/ivanti-subprocessors> to Process Personal Data in accordance with this DPA. Controller will not directly communicate with Processor’s Sub-processors about the Services, unless agreed to by Processor in Processor’s sole discretion.



January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

5.2 Notification of Changes to Sub-processors. Processor will inform Controller of any intended changes concerning the addition or replacement of Sub-processors by providing Controller with a mechanism to subscribe to notifications of new Sub-processors at <https://www.ivanti.com/company/legal/ivanti-subprocessors>. Processor will notify Controller of any intended changes concerning the addition or replacement of Sub-processors prior to its use of the Sub-processor.

5.3 Objection Right for New Sub-processors. Controller may reasonably object to Processor's use of a new Sub-processor by notifying Processor promptly in writing within fifteen (15) business days after receipt of Processor's notice. In the event Controller objects to a new Sub-processor, Processor will use reasonable efforts to make available to Controller a change in the Services to avoid Processing of Personal Data by the objected-to new Sub-processor. If Processor is unable to make available such change, Controller may terminate the applicable Agreement with respect to those Services which cannot be provided by Processor without the use of the objected-to new Sub-processor.

5.4 Liability for Acts of Sub-Processors. Processor shall be liable for the acts and omissions of its Sub-processors to the same extent Processor would be liable if performing the services of each Sub-processor directly under the terms of this DPA.

6. SECURITY

6.1 Protection of Personal Data. Processor shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), confidentiality and integrity of Personal Data.

6.2 Audit Rights. Controller agrees its right to audit Processor may be satisfied by Processor presenting up-to-date attestations, reports or extracts from independent bodies, including without limitation external or internal auditors, Processor's data protection officer, the IT security department, data protection or quality auditors or other mutually agreed to third parties or certification by way of an IT security or data protection audit. To the extent it is not possible to satisfy an audit obligation mandated by applicable Data Protection Laws and Regulations through such attestations, reports or extracts, Controller, or Controller's designee, has the right to audit and inspect—at Controller's expense—Processor's premises, policies, procedures, and computerized systems to make sure Processor complies with the requirements in this DPA. Controller, or Controller's designee, will provide at least thirty (30) days notification before conducting an audit unless such audit is required due to a Data Breach involving Processor. Audits by Controller or Controller's designee will not violate Processor's confidentiality obligations with Processor's other clients. All audits will be conducted during normal business hours, at Processor's principal place of business or other Processor location(s) where Personal Data is accessed, processed or administered, and will not unreasonably interfere with Processor's day-to-day operations. Before the commencement of any such audit, Processor and Controller shall mutually agree upon the timing, scope, and duration of the audit. Controller may request a summary audit report(s) or audit Processor no more than once annually.

7. DATA BREACHES

7.1 Data Breach Notification. Processor shall notify Controller in writing without undue delay after becoming aware of a suspected Data Breach. In no event shall such notification be made less than 72 hours after Processor's discovery of the Data Breach.

7.2 Data Breach Management. Processor shall make reasonable efforts to identify the cause of such Data Breach and take those steps as Processor deems necessary and reasonable to remediate the cause of such a Data Breach to the extent the remediation is within Processors reasonable control.

8. TERMINATION

8.1 Termination. This DPA shall terminate automatically upon the later of (a) the termination or expiry of the Agreement or (b) Processor's deletion or return of Personal Data. Controller shall further be entitled to terminate this DPA for cause if the Processor is, in the sole opinion of Controller, in a material or persistent breach of this DPA which, in the case of a breach capable of remedy, shall not have been remedied within ten (10) days from the date of receipt by the Processor of a notice from Controller identifying the breach and requesting its remedy.

8.2 Return or Deletion of Data. Upon termination of this DPA, Processor will delete or return all existing copies of Personal Data unless applicable law requires continued retention of the Personal Data. Upon the request of Controller, the Processor shall confirm compliance with such obligations in writing and delete all existing copies. In instances where local law requires the Processor to retain Personal Data, Processor will protect the confidentiality, integrity, and accessibility of the Personal Data; will not actively Process the Personal Data; and will continue to comply with the terms of this DPA.

9. MECHANISMS FOR INTERNATIONAL TRANSFERS

9.1 Transfers Outside of the EU. In the course of the provision of Services under the DPA, it may be necessary for Controller to transfer Personal Data from the European Union, the European Economic Area and/or their member states, Switzerland, or the United Kingdom, to Processor in a country that does not have an adequacy decision from the European Commission or is not located in the European Economic Area.

9.1.1 In relation to Personal Data that is subject to the GDPR (i) Processor will be deemed the "data importer" and Controller is the "data exporter"; (ii) the Module Two terms shall apply where Controller is a Data Controller and where Processor is a Data Processor; (iii) in Clause 7, the optional docking clause shall be deleted; (iv) in Clause 9 of Module Two, Option 2 shall apply and the list of Subprocessors and time period for notice of changes shall be as agreed under Section 5 of this DPA; (v) in Clause 11, the optional language shall be deleted; (vi) in Clause 17, Option 1 shall apply and the Standard Contractual Clauses shall be governed by the member state where Controller is domiciled; (vii) in Clause 18(b), disputes shall be resolved before the courts of the member state where Controller is domiciled; (viii) Annex I and Annex II shall be deemed completed with the information set out in Schedule 1 of this DPA respectively; and (ix) if and to the extent the Standard Contractual Clauses conflict with any provision of the Agreement (including this DPA) the Standard Contractual Clauses shall prevail to the extent of such conflict. For this section, the Standard Contractual Clauses from the Commission Implementing Decision (EU) 2021/914 are incorporated by reference and available here: https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-ccc/standard-contractual-clauses-international-transfers_en.

9.1.2 In relation to Personal Data that is subject to UK Data Protection Laws, the International Data Transfer Agreement ("IDTA") shall apply with the following modifications: (i) the contact information about the parties to the Agreement is the contact information for the IDTA; (ii) Controller is the data exporter and Processor is the data importer; (iii) the laws that govern the IDTA and the location where legal claims can be made is England and Wales; (iv) the UK GDPR does not apply to the data importer's processing of transferred data; (v) the Parties do not use the additional security or commercial clauses from the IDTA; and (vi) the information in this DPA and Schedule 1 can be used for Tables 1-4. For this section, the Standard Contractual Clauses from the Information Commissioner's Office are incorporated by reference and available here:



January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

<https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/international-data-transfer-agreement-and-guidance/>.

9.1.3 In relation to Personal Data that is subject to the Swiss DPA, the Standard Contractual Clauses referenced in Section 9.1.1 shall apply with the following modifications (i) references to "Regulation (EU) 2016/679" shall be interpreted as references to the Swiss DPA; (ii) references to "EU", "Union" and "Member State law" shall be interpreted as references to Swiss law; and (iii) references to the "competent supervisory authority" and "competent courts" shall be replaced with the "the Swiss Federal Data Protection and Information Commissioner" and the "relevant courts in Switzerland".

9.2. Alternative Data Transfer Mechanisms. The Parties acknowledge that the laws, rules and regulations relating to international data transfers are rapidly evolving. In the event that Controller adopts another mechanism authorized by applicable laws, rules or regulations to transfer Personal Data (each an "Alternative Data Transfer Mechanism"), the Parties agree to work together in good faith to implement any amendments to this Agreement necessary to implement the Alternative Data Transfer Mechanism.

10. MISCELLANEOUS PROVISIONS

10.1. Amendments. This DPA may not be amended or supplemented, nor shall any of its provisions be deemed to be waived or otherwise modified, except through a writing duly executed by authorized representatives of both parties.

10.2 Governing Law. This DPA shall be governed by the governing law set forth in the Agreement.



January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

SCHEDULE 1

Description of the Processing

Ivanti Contact Information:

Ivanti
10377 South Jordan Gateway
Suite 110
South Jordan, Utah 84095
DPO Contact: privacy@ivanti.com

Subject-Matter

The subject-matter of the Processing:

Provision of IT software licensing, support services and implementation, whether on-premises or as a hosted SaaS solution, regarding the administration and facilitation of essential business processes in the field(s) of unified endpoint management, IT service management, IT asset management, security, reporting and analytics, and supply chain.

IT services include the use of software as an on-premise installation or a SaaS solution including installation of modules (including without limitation, incident, change, asset, configuration and release management modules); self-service and service catalogues; support and maintenance including, without limitation, remote access; and patches, app control, endpoint/mobile security and privilege management.

Processing Frequency:

Continuous.

Duration

Duration of the Processing:

As set forth in the Agreement.

Extent, Type and Purpose of the Processing

The extent, type and purpose of the Processing is as follows:

As set forth in the Agreement.

Data Subjects

Personal Data Processing may relate to the following categories of Data Subjects:

Customers, prospects; employees; suppliers; commercial representatives; contacts; contractors (including contingent workers); volunteer; temporary and casual workers; freelancers, agents, consultants and other professional respondents, and their respective dependents, beneficiaries and emergency contacts; perspective employees and temporary staff of customers; complainants, correspondents and enquirers; advisers, consultants and other professional experts; employees or contact persons of data exporter's prospects, customers, business partners and vendors; business partners and vendors of data exporter (who are natural persons); and data exporter's users authorized by data exporter to use the software and related services.

Categories of Data

The Personal Data Processed may concern the following categories of data:

Customer data uploaded to the Services under Customer's services and accounts.

Technical and Organizational Measures

The following describes the technical and organizational security measures implemented by Processor:

Security Awareness Training

Processor has security awareness training which includes mandatory security training about the handling and securing of confidential information and sensitive information such as personally identifiable information, financial account information, and health information consistent with applicable law, and periodic security awareness communications and security courses that focus on end-user awareness.

Security Policies and Procedures

Processor has information security, use and management policies which dictate the actions of employees and contractors regarding appropriate use, access to and storage of confidential and sensitive information; restrict access to confidential and sensitive information to members of Processor's workforce who have a "need to know" such information; prevent terminated employees from accessing Processor's information post-termination; and impose disciplinary measures for failure to abide by such policies. System access to Processor resources denied unless specifically assessed and access granted. Processor performs background checks of its employees at time of hire, as permitted by law.

Physical and Environmental Access Controls



January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

Processor limits physical access to its information systems and facilities using physical controls (e.g., coded pass access) that provide reasonable assurance that access to its data centers is limited to authorized individuals and employs camera or video surveillance systems at critical internal and external entry points. Processor applies air temperature and humidity controls for its data centers and protects against loss due to power failure.

Logical Access Controls

Processor employs logging and monitoring technology to help detect and prevent unauthorized access attempts to its networks and production systems. Processor's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing; privileged access to Processor's production systems.

Encryption Controls

Processor applies business-appropriate encryption controls across our products. Processor evaluates and applies in-transit and at-rest encryption utilizing industry best practices for ciphers. Best practices are utilized for the lifecycle management of encryption keys, including generation, storage, access control, and rotation.

Vulnerability Management

Processor regularly performs vulnerability scans and addresses detected vulnerabilities in accordance with their risk. Processor products are also subject to periodic vulnerability assessment and penetration testing.

Disaster Recovery and Back-up Controls

Processor performs periodic backups of production file systems and databases according to a defined schedule and maintains a formal disaster recovery plan for the production cloud data center, including regular testing.

Cyber Incident Response Plan

Processor employs an incident response plan to manage and minimize the effects of unplanned cyber events that includes procedures to be followed in the event of an actual or potential security breach, including: an internal incident response team with a response leader; an investigation team performing a root causes analysis and identifying affected parties; internal reporting and notification processes; documenting responsive actions and remediation plans; and a post-incident review of events.

Storage and Transmission Security

Processor employs technical security measures to guard against unauthorized access to Processor data that is being transmitted over a public electronic communications network or stored electronically.

Secure Disposal

Processor employs policies and procedures regarding the disposal of tangible and intangible property containing Processor data so that Processor data cannot be practicably read or reconstructed.

Risk Identification & Assessment

Processor employs a risk assessment program to help reasonably identify foreseeable internal and external risks to Processor's information resources and determine if existing controls, policies, and procedures are adequate to address the identified risks.

Vendor & Services Providers

Third-party service providers or vendors (collectively, "Suppliers") with access to Processor's confidential information are subject to risk assessments to gauge the sensitivity of Processor's information being shared. Suppliers will be expected to comply with any pertinent contract terms relating to the security of Processor data, as well as any applicable Processor policies or procedures. Periodically, Processor may ask a Supplier to re-evaluate its security posture to help ensure compliance.



January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

EXHIBIT E: FEDRAMP RULES OF BEHAVIOR

Introduction and Purpose

The Federal Risk and Authorization Management Program (FedRAMP) is a Government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud-based services. FedRAMP uses a "do once, use many times" framework that intends to save costs, time, and staff required to conduct redundant Agency security assessments and process monitoring reports.

FedRAMP was developed in collaboration with the National Institute of Standards and Technology (NIST), the General Services Administration (GSA), the Department of Defense (DOD), and the Department of Homeland Security (DHS). Many other Government Agencies and working groups participated in reviewing and standardizing the controls, policies and procedures.

The following Rules of Behavior describe security controls associated with user responsibilities and certain expectations of behavior for following security policies, standards, and procedures consistent with FedRAMP principles and guidelines. The Rules of Behavior apply only to customers who purchase Ivanti's FedRAMP SaaS Environment ("Customer(s)"), along with the Customers' system administrators, employees, contractors, end-users, and other third parties who are given access to the same. As an external user of Ivanti systems and networks, Customer agrees to abide by these Rules of Behavior and ensure that all users of the FedRAMP SaaS Environment likewise are given notice of, and abide by, the same.

Requirements Governing Access to Ivanti Systems and Networks

- Customer must conduct only authorized business on the system.
- Customer's level of access to systems and networks owned by Ivanti is limited to ensure Customer's access is no more than necessary to perform Customer's legitimate tasks or assigned duties. If Customer believes it is being granted access that it should not have, Customer must immediately notify the Ivanti Information Security Team.
- Ivanti systems are classified as FedRAMP Moderate with DoD Impact Level 4 (IL4). Customer must not upload any information in the system that requires, or could potentially require, higher levels of protection.
- Customer must maintain the confidentiality of Customer's authentication credentials such as Customer's password, and must not reveal Customer's authentication credentials to anyone; an Ivanti employee should never ask Customer to reveal them.
- Customer must follow proper logon/logoff procedures. Customer must manually logon to its session and must not store Customer's password locally on its system or utilize any automated logon capabilities. Customer must promptly logoff when session access is no longer needed. If a logoff function is unavailable, Customer must close the browser and must never leave its computer unattended while logged into the system.
- Customer must report all security incidents or suspected incidents (e.g., lost passwords, improper or suspicious acts) related to Ivanti systems and networks to the Ivanti Information Security Team.
- Customer must not establish any unauthorized interfaces between systems, networks, and applications owned by Ivanti.
- Customer's access to systems and networks owned by Ivanti is governed by, and subject to, all federal laws, including, but not limited to, the Privacy Act, 5 U.S.C. 552a, if the applicable Ivanti system maintains individual Privacy Act information. Customer's access to Ivanti systems constitutes Customer's consent to the retrieval and disclosure of the information within the scope of Customer's authorized access, subject to the Privacy Act, and applicable state and federal laws.
- Customer must safeguard system resources against waste, loss, abuse, unauthorized use or disclosure, and misappropriation.
- Customer must not process U.S. classified national security information on the system.
- Customer must not browse, search or reveal information hosted by Ivanti except in accordance with that which is required to perform Customer's legitimate tasks or assigned duties.
- Customer must not retrieve information, or in any other way disclose information, for someone who does not have authority to access that information.
- Customer must ensure that its web browser uses Secure Socket Layer (SSL) version 3.0 (or higher) and Transport Layer Security (TLS) 1.0 (or higher). SSL and TLS must use a minimum of 128-bit, encryption.
- Customer must ensure that its web browser is configured to warn about invalid site certificates.
- Customer must ensure that its web browser warns if the user is changing between secure and non-secure mode.
- Customer must ensure that the web browser window used to access systems owned by Ivanti is closed before navigating to other sites/domains.
- Customer must ensure that its web browser checks for a publisher's certificate revocation, server certificate revocation, and signatures on downloaded files.
- Customer must ensure that its web browser empties/deletes temporary Internet files when the browser is closed.
- Customer understands that any person who obtains information from a computer connected to the Internet in violation of her employer's computer-use restrictions is in violation of the Computer Fraud and Abuse Act.
- Customer agrees to contact the Ivanti Chief Security Officer or the Ivanti Information Security Team if Customer does not understand any of these rules.

Requirements Governing Use of Social Media



January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

- Customer must never share any confidential or non-public information pertaining to Ivanti and/or accessible as a result of Customer's relationship with Ivanti on social media, unless authorized.
- Customer must respect brand, trademark, copyright, fair use, and trade secrets.
- Customer must be aware that it is personally responsible for the content it publishes online.
- Customer's postings related to Ivanti or its industry must contain a disclaimer that the opinions expressed are strictly the poster's opinions and may not reflect those of Ivanti.
- When discussing Ivanti online, Customer must be transparent about its relationship to the company.
- Customer must not make any claims concerning Ivanti or Ivanti products without an up-to-date, substantiated public source.
- Customer may not participate in harassment, or slander towards anyone, including but not limited to: Ivanti, Ivanti employees, or Ivanti's competition.
- Customer may not participate in any obscene or discriminatory language or engage in any conduct not acceptable in a professional setting.
- Customer may not refer to any Ivanti customer, partner, supplier, or employee without their approval.
- If Customer has an issue or complaint about Ivanti, Customer shall contact Ivanti through the proper customer service channels.
- Customer must use common sense, be aware of privacy issues, play nice, and be honest on social media.



January 25, 2023

IVANTI END USER LICENSE AND SERVICES AGREEMENT

Quote

The pricing included here is Confidential for purposes of this Agreement.

Quantity	Product Code	Product Name	Year	Start Date	End Date	MSRP Unit Price/Year	Final Unit Price/Year	Total Price
15	SM-SMAMCU-C1	Ivanti Neurons for ITSM & ITAM Concurrent Analyst Cloud Subscription	1	1/31/2023	1/30/2024	USD 1920.00	USD 1728.00	USD 25920.00
15	SM-SMAMCU-C1	Ivanti Neurons for ITSM & ITAM Concurrent Analyst Cloud Subscription	2	1/31/2024	1/30/2025	USD 1920.00	USD 1728.00	USD 25920.00
15	SM-SMAMCU-C1	Ivanti Neurons for ITSM & ITAM Concurrent Analyst Cloud Subscription	3	1/31/2025	1/30/2026	USD 1920.00	USD 1728.00	USD 25920.00
15	SM-SMAMCU-C1	Ivanti Neurons for ITSM & ITAM Concurrent Analyst Cloud Subscription	4	1/31/2026	1/30/2027	USD 1920.00	USD 1728.00	USD 25920.00
15	SM-SMAMCU-C1	Ivanti Neurons for ITSM & ITAM Concurrent Analyst Cloud Subscription	5	1/31/2027	1/30/2028	USD 1920.00	USD 1728.00	USD 25920.00
1	SM-BI-C	Ivanti Service Manager - SaaS BI Reporting Server Cloud Subscription	1	1/31/2023	1/30/2024	USD 13412.42	USD 11171.18	USD 11171.18
1	SM-BI-C	Ivanti Service Manager - SaaS BI Reporting Server Cloud Subscription	2	1/31/2024	1/30/2025	USD 13412.42	USD 11171.18	USD 11171.18
1	SM-BI-C	Ivanti Service Manager - SaaS BI Reporting Server Cloud Subscription	3	1/31/2025	1/30/2026	USD 13412.42	USD 11171.18	USD 11171.18

Quantity	Product Code	Product Name	Year	Start Date	End Date	MSRP Unit Price/Year	Final Unit Price/Year	Total Price
1	SM-BI-C	Ivanti Service Manager - SaaS BI Reporting Server Cloud Subscription	4	1/31/2026	1/30/2027	USD 13412.42	USD 11171.18	USD 11171.18
1	SM-BI-C	Ivanti Service Manager - SaaS BI Reporting Server Cloud Subscription	5	1/31/2027	1/30/2028	USD 13412.42	USD 11171.17	USD 11171.17
1200	IN-PLATFORM-CSV-C	Ivanti Neurons Platform w/ CSV Connector Cloud Subscription	1	1/31/2023	1/30/2024	USD 3.00	USD 2.70	USD 3240.00
1200	IN-PLATFORM-CSV-C	Ivanti Neurons Platform w/ CSV Connector Cloud Subscription	2	1/31/2024	1/30/2025	USD 3.00	USD 2.70	USD 3240.00
1200	IN-PLATFORM-CSV-C	Ivanti Neurons Platform w/ CSV Connector Cloud Subscription	3	1/31/2025	1/30/2026	USD 3.00	USD 2.70	USD 3240.00
1200	IN-PLATFORM-CSV-C	Ivanti Neurons Platform w/ CSV Connector Cloud Subscription	4	1/31/2026	1/30/2027	USD 3.00	USD 2.70	USD 3240.00
1200	IN-PLATFORM-CSV-C	Ivanti Neurons Platform w/ CSV Connector Cloud Subscription	5	1/31/2027	1/30/2028	USD 3.00	USD 2.70	USD 3240.00
1200	IN-DISC-C	Ivanti Neurons for Discovery Cloud Subscription	1	1/31/2023	1/30/2024	USD 10.00	USD 9.00	USD 10800.00
1200	IN-DISC-C	Ivanti Neurons for Discovery Cloud Subscription	2	1/31/2024	1/30/2025	USD 10.00	USD 9.00	USD 10800.00
1200	IN-DISC-C	Ivanti Neurons for Discovery Cloud Subscription	3	1/31/2025	1/30/2026	USD 10.00	USD 9.00	USD 10800.00
1200	IN-DISC-C	Ivanti Neurons for Discovery Cloud Subscription	4	1/31/2026	1/30/2027	USD 10.00	USD 9.00	USD 10800.00
1200	IN-DISC-C	Ivanti Neurons for Discovery Cloud Subscription	5	1/31/2027	1/30/2028	USD 10.00	USD 9.00	USD 10800.00
1	SVCS-SM-4	SERVICE MANAGER PREMIUM - IMPLEMENTATION SUCCESS PACKAGE		1/31/2023		USD 90000.00	USD 81000.00	USD 81000.00
1	SVCS-IN.DISC-1	Ivanti Neurons For Discovery Basic Services Package		1/31/2023		USD 21000.00	USD 18900.00	USD 18900.00
3	TRNG-AL-ESM-5	Advantage Learning Subscription for ESM	1	1/31/2023	1/30/2024	USD 3000.00	USD 2422.50	USD 7267.50
3	TRNG-AL-ESM-5	Advantage Learning Subscription for ESM	2	1/31/2024	1/30/2025	USD 3000.00	USD 2422.50	USD 7267.50
3	TRNG-AL-ESM-5	Advantage Learning Subscription for ESM	3	1/31/2025	1/30/2026	USD 3000.00	USD 2422.50	USD 7267.50
3	TRNG-AL-ESM-5	Advantage Learning Subscription for ESM	4	1/31/2026	1/30/2027	USD 3000.00	USD 2422.50	USD 7267.50
3	TRNG-AL-ESM-5	Advantage Learning Subscription for ESM	5	1/31/2027	1/30/2028	USD 3000.00	USD 2422.50	USD 7267.50
TOTAL:								USD 391893.39