END USER LICENSE, MAINTENANCE, AND SUPPORT SERVICES AGREEMENT

This End User License, Maintenance, and Support Services Agreement ("EULA"), is a legal agreement between Licensee and Ivanti (as such terms are defined below). This EULA describes the terms and conditions upon which Ivanti is willing to license its products and provide Maintenance and Support Services to Licensee.

BY INSTALLING OR USING ALL OR ANY PORTION OF LICENSED SOFTWARE, LICENSEE AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA. IF LICENSEE DOES NOT AGREE TO ANY TERM OR CONDITION OF THIS EULA, LICENSEE SHOULD STOP INSTALLATION OR USE AND PROMPTLY RETURN THE LICENSED SOFTWARE IT PHYSICALLY POSSESSES, IF ANY, AND ANY ACCOMPANYING MATERIALS IN AN UNDAMAGED CONDITION TO THE VENDOR FROM WHICH IT WAS ACQUIRED.

1. DEFINITIONS.

"Concurrent Users" means the maximum number of users that may concurrently use or access the Licensed Software.

"Documentation" means the user documentation Ivanti provides with the Licensed Software.

"Infringement Claim" means a claim by a non-affiliated third party against Licensee asserting that Licensee's use of Licensed Software in accordance with this Agreement violates that third party's patent, trademark, or copyright rights.

"Ivanti" means:

- Ivanti U.K. Limited, an English company, if Licensee is purchasing any Licensed Software other than Wavelink or Naurtech branded Licensed Software and has its primary office located outside of North America, Central America, South America (excluding Brazil), (collectively, the "Americas"), Japan or the People's Republic of China.
- Ivanti International Limited, an Irish company, if Licensee is purchasing Wavelink or Naurtech branded Licensed Software and has its primary office located outside of the Americas), Japan or the People's Republic of China.
- Ivanti, Inc., a Delaware corporation, if Licensee has its primary office located in the Americas.
- Ivanti Comércio de Software Brasil Ltda, a Brazilian company, if Licensee has its primary office located in Brazil.
- Ivanti Software K.K., a Japanese company, if Licensee has its primary office located in Japan.
- Ivanti (Beijing) Information Technology Co., Ltd., a Chinese company, if Licensee has its primary office located in the People's Republic of China.

"Licensed Software" means the software, in object code form, and any Documentation accompanying this EULA or the software.

"Licensee" means the person or entity licensing the Licensed Software from Ivanti pursuant to this EULA.

"Maintenance" means Ivanti's provision of Updates and Upgrades to the applicable Licensed Software.

"Node" means each electronic device using the Licensed Software including without limitation (a) a physical device such as a computer, handheld device, workstation, console, Seat, 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) for the Ivanti Antivirus for Mail Servers product, an electronic or virtual mailbox (e.g., a mailbox for email).

"Node Count Data" means information periodically generated by the Licensed Software about (a) the quantity and type of current usage of the Licensed Software on a server, and (b) the non-personal, encrypted hardware configuration of that server.

"Seat" means the number of Concurrent Users authorized to use the Licensed Software.

"Support Services" means the services regarding installation, configuration and usage detailed at http://www.ivanti.com/en-US/company/legal/support-terms and available to Licensee for purchase.

"Update" means content used to update the License Software and includes bug fixes, minor enhancements and patches, but does not include Upgrades.

"Upgrade" means a new version of Licensed Software that replaces a pre-existing version of such Licensed Software.

"User" means a natural person employed by or who otherwise provides services (whether as an independent contractor or otherwise) to Licensee who is supported with or uses the Licensed Software.

2. LICENSES. The licenses that are available from Ivanti include, without limitation, the following:

(A) TRIAL USE LICENSE: A "Trial Use License" is a nonexclusive, non-transferable, restricted, forty-five (45) day limited license that allows Licensee to evaluate the Licensed Software before purchasing a Full-Use License for the Licensed Software. At the end of the forty-five (45) day evaluation period, Licensee agrees to promptly discontinue use and delete the Licensed Software from Licensee's systems. It is the sole responsibility of Licensee to back-up its system and perform all other measures to prevent any loss of files or data. Use of the Licensed Software under a Trial Use License is entirely at Licensee's own risk.

(B) FULL-USE LICENSE: A "Full-Use License" is a non-exclusive, non-transferable, perpetual, and limited license to copy, install and use the Licensed Software within Licensee's organization on the total number of Nodes for which Licensee has paid the required license fee. A Full-Use License does not include Maintenance or Support Services. Maintenance and Support Services must be purchased in addition to the Full-Use License.

(C) SUBSCRIPTION LICENSE: A "Subscription License" is a non-exclusive, non-transferable, timelimited license to copy, install and use certain Licensed Software within Licensee's organization on the total number of Nodes for which Licensee has paid the required subscription license fee. Unless a different term is specified in the purchase order to Ivanti, the term of Subscription License or renewal thereof is one (1) year. During the term of the time-limited subscription, Licensee is entitled to receive Maintenance for the Licensed Software (additional Support Services also may be available for purchase by Licensee). If the Subscription License is provided as software as a service (SaaS), the terms and conditions found at <u>www.landesk.com/saas/termsandconditions/</u> shall also apply in addition to the terms and conditions contained within this EULA.

(D) USER-BASED LICENSE: A "User-Based License" is a non-exclusive, non-transferable, perpetual, and limited license to copy, install and use the Licensed Software within Licensee's organization to support the total number of Users for which Licensee has paid the required license fee. A User-Based License does not include Maintenance or Support Services. Maintenance and Support Services must be purchased in addition to the User-Based License.

3. LICENSE GRANT. Subject to Licensee's compliance with all terms and conditions of this EULA, Ivanti hereby grants Licensee a non-exclusive, non-transferable, restricted, license to use the Licensed Software in accordance with the type of license and subject to the quantity of Nodes paid for by Licensee. Licensee may make a copy of the Licensed Software only as needed for archival and backup purposes.

Licensee may permit third party consultants and contractors (such as third-party supplier(s) of information services) to use the Licensed Software on Licensee's behalf provided that (a) all such use is in accordance with the terms and conditions of this EULA, and (b) Licensee assumes full responsibility and liability for any use of the Licensed Software by such third parties in any violation of this EULA, including without limitation use in excess of the licensed number of Nodes. Licensee agrees not to override or bypass the activation process or any security feature, authorization, activation, or reactivation of the Licensed Software or to assist others in doing the same.

4. NODE COUNT VERIFICATION AND AUDIT. Licensee agrees that Ivanti may periodically verify that Licensee's usage of the Licensed Software does not exceed the quantity of Nodes or User-Based Licenses purchased. Periodically, the Licensed Software on each server will generate Node Count Data. Each time the Licensed Software generates Node Count Data on a server, Licensee agrees to send, within thirty (30) days of generation, the Node Count Data to Ivanti either automatically by the Internet or manually by email. If Licensee fails to provide such Node Count Data within thirty (30) days, Ivanti has the right to render the Licensed Software inoperative or reduce the Licensed Software's functionality until Licensee provides Ivanti with the Node Count Data. If the node count verification process shows that Licensee, including its third party consultants or contractors using the Licensed Software for Licensee, is using more than the number of Nodes or other Licensed Software for which licenses have been purchased, Licensee shall pay Ivanti for such additional Nodes and/or Licensed Software no later than thirty (30) days following Licensee's receipt of an invoice from Ivanti, with such fees being the license fees as per Ivanti's then-current price list. Licensee agrees not to override or bypass this node count verification process or assist others to do the same. With respect to User-Based Licenses, Licensee agrees to provide Ivanti with documentation evidencing the total number of Users within thirty (30) days of Ivanti's request. Licensee shall permit Ivanti to conduct audits to verify Licensee's compliance with this EULA. Such audits shall be conducted during normal business hours and after reasonable advance notice to Licensee by Ivanti. The cost of such audits will be borne by Ivanti; provided, however, that if such audit determines that Licensee has failed to pay fees amounting to five percent (5%) or more of that annual period's fees due hereunder, then Licensee shall reimburse lvanti for the cost of such audit in addition to payment of any identified delinquent fees.

5. USE RESTRICTIONS. Ivanti reserves all rights not expressly granted to Licensee herein. Without limiting the generality of the foregoing, Licensee shall not and shall not allow others to: (a) copy, modify, adapt, rent, lease, sell, distribute, export, re-export, assign, sublicense, translate, transfer, or reprogram the Licensed Software or any portion thereof except as provided in this EULA; (b) use the Licensed Software in a service bureau, facility management, service provider, timeshare, or other similar type of environment, (c) reverse engineer, decompile, translate, merge, or disassemble the Licensed Software; (d) create derivative works based upon the Licensed Software; (e) use the Licensed Software to perform any activity which is or may be, directly or indirectly, unlawful, harmful, threatening, abusive, harassing, tortious, or defamatory, or to perform any activity which breaches the rights of any third party; (f) take any actions that would cause the Licensed Software to become subject to any open source or quasi-open source license agreement not otherwise applicable; or (g) transfer any Licensed Software or Licensee's license rights under this EULA, in whole or in part without lvanti's prior written consent, which consent shall not be unreasonably withheld or denied.

THE LICENSED SOFTWARE IS NOT INTENDED OR LICENSED FOR AND IVANTI SPECIFICALLY DISCLAIMS LIABILITY FOR USE OF THE LICENSED SOFTWARE IN ANY ENVIRONMENT IN WHICH FAILURE OF THE SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. LICENSEE AGREES TO DEFEND, INDEMNIFY, AND HOLD IVANTI HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF LICENSEE'S UNAUTHORIZED USE OF THE LICENSED SOFTWARE.

6. OWNERSHIP OF LICENSED SOFTWARE. The Licensed Software is the proprietary property of Ivanti or its licensors. No title to or ownership of any Licensed Software is transferred to Licensee. The Licensed Software is licensed to Licensee, not sold. All rights, title and interest in and to the Licensed Software (including any Update or Upgrade thereto), including all worldwide intellectual property rights, shall remain with Ivanti, its licensors, vendors and/or suppliers, as the case may be. Ivanti may make

changes to the Licensed Software at any time and without notice. Except as otherwise expressly provided, Ivanti grants no express or implied right under any Ivanti patent, copyright, trademark, or other intellectual property right.

7. COPYRIGHTS, TRADEMARKS, AND PATENTS. The Licensed Software is copyrighted and protected by the laws of the United States and other countries, and by international treaty provisions combined with patents and trademarks. In no circumstance may Licensee remove or alter the copyright notice, trademark notice, or other proprietary notices from the Licensed Software. Licensee agrees to faithfully reproduce and include all copyrights, trademarks, and other proprietary notices on any authorized copy of any Licensed Software. Ivanti is either a registered trademark or trademark of Ivanti, Inc. or its affiliates in the United States and/or other countries. One or more patents, as well as other patent pending technology, may apply to Licensed Software.

8. MAINTENANCE AND SUPPORT SERVICES. Nothing in this Agreement entitles Licensee to any Support Services and/or Maintenance of the Licensed Software without the required payment for such Support Services and/or Maintenance.

(A) MAINTENANCE: During the term for which Licensee has paid the applicable Maintenance or subscription fees for the Licensed Software, Licensee is entitled to Updates and Upgrades as and when they are made generally available to Ivanti's end users.

(B) SUPPORT SERVICES: During the term for which Licensee has paid the applicable support fees, Licensee is entitled to support in accordance with Ivanti's points-based support programs. Points expire at the end of each Support Services period and new points are calculated each renewal period. Support levels may be adjusted any time Licensee purchases additional Support Services. For more information on the Ivanti support programs, see the Ivanti service portal at http://www.ivanti.com/en-US/company/legal/support-terms.

(C) NO OBLIGATION. Ivanti shall be under no obligation to furnish Maintenance and/or Support Services for the Licensed Software to the extent that such Maintenance and/or Support Services are necessary or desired as a result of: (i) the operation of the Licensed Software in environmental conditions or configurations outside those prescribed in the Documentation; (ii) Licensee's failure to upgrade and update the Licensed Software to the currently supported versions of the Licensed Software or to maintain the Licensed Software in accordance with the standards of Maintenance prescribed in the Documentation or as specified in Maintenance or Support Services received by Licensee from Ivanti; (iii) actions of any third party other than Ivanti or a third party authorized by Ivanti; and (iv) causes unrelated to the Licensed Software as delivered to Licensee by Ivanti, including without limitation, modifications to the Licensed Software made by Licensee or on Licensee's behalf.

(D) TERMINATION OF MAINTENANCE OR SUPPORT SERVICES. Without limiting any other remedies available under this EULA, at law, or in equity, Ivanti shall have the right to terminate Licensee's right to receive Maintenance and/or Support Services with prior notice to Licensee for Licensee's breach hereunder if such breach remains uncured for a period of thirty (30) days after receipt of notice thereof from Ivanti.

9. THIRD-PARTY SOFTWARE. The Licensed Software may be bundled with non-integrated hardware or other software programs licensed or sold by a licensor other than Ivanti. IVANTI DOES NOT WARRANT SUCH THIRD-PARTY PRODUCTS. Any and all such third-party products (e.g., drivers, utilities, operating system components, etc.) which may be distributed with the Licensed Software are provided "AS IS" without warranty of any kind, whether express or implied, and Licensee's use and installation thereof, and any related warranty service, is subject to the third-party licenses supplied with such products or the applicable manufacturer's warranty. Use of Microsoft's DCOM software, distributed with the Licensed Software, is conditioned upon Licensee having a valid licensed copy of the applicable Microsoft operating system software on the computer on which the DCOM software is installed. Ivanti expressly disclaims liability of any kind with respect to Licensee's installation or use of third-party

products. Nothing in this EULA shall restrict, limit or otherwise affect any rights or obligations Licensee may have, or conditions to which Licensee may be subject, under any applicable open source licenses to any open source code contained in any Licensed Software. Ivanti may cease to provide access to third-party databases and content, such as patch content, used with some licensed software, in its sole discretion, at any time, and makes no warranty that third-party software which Licensee seeks to access using the licensed software shall be available for downloading to Licensee's system.

10. LIMITED WARRANTY. IVANTI WARRANTS THAT FOR A PERIOD OF NINETY (90) DAYS FROM LICENSEE'S INITIAL ACQUISITION OF A LICENSE TO USE THE LICENSED SOFTWARE, THE LICENSED SOFTWARE WILL FUNCTION SUBSTANTIALLY IN CONFORMANCE WITH THE DOCUMENTATION ACCOMPANYING SUCH LICENSED SOFTWARE WHEN USED IN ACCORDANCE WITH THE ACCOMPANYING DOCUMENTATION. LICENSEE'S SOLE REMEDY FOR A BREACH OF THIS WARRANTY SHALL BE THAT IVANTI, IN ITS REASONABLE DISCRETION, WILL EITHER: (i) RESOLVE THE NONCONFORMITY, (ii) REPLACE THE LICENSED SOFTWARE WITH SOFTWARE OF SUBSTANTIALLY THE SAME FUNCTIONALITY, OR (iii) REFUND THE LICENSE FEES PAID BY LICENSEE FOR THE APPLICABLE LICENSED SOFTWARE. THIS LIMITED WARRANTY SHALL NOT APPLY TO UPDATES AND UPGRADES (IF ANY) TO THE LICENSED SOFTWARE OR IF LICENSEE HAS OBTAINED A TRIAL-USE LICENSE.

11. NO OTHER WARRANTIES. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, THE LICENSED SOFTWARE, MAINTENANCE AND SUPPORT SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. ANY EXPRESS WARRANTY MADE OUTSIDE OF THIS EULA IS EXCLUDED AND SUPERSEDED. NEITHER IVANTI NOR ITS LICENSORS REPRESENT OR WARRANT THAT THE LICENSED SOFTWARE WILL SATISFY LICENSEE'S REQUIREMENTS OR THAT THE LICENSED SOFTWARE IS WITHOUT DEFECT OR ERROR OR THAT OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE. LICENSEE MAY HAVE OTHER WARRANTY RIGHTS PROVIDED BY LOCAL LAW.

12. LIMITATION OF LIABILITY AND DIRECT DAMAGES. IN NO EVENT SHALL IVANTI OR ITS LICENSORS, VENDORS, AFFILIATES, SUBSIDIARIES, PARENTS, EMPLOYEES AND/OR SUPPLIERS BE LIABLE UNDER THIS EULA OR IN CONNECTION WITH THE LICENSED SOFTWARE, MAINTENANCE, OR SUPPORT SERVICES FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF INFORMATION, LOSS OF COMPUTER PROGRAMS, OR INABILITY TO USE THE LICENSED SOFTWARE (REGARDLESS OF THE FORM OF ACTION OR CLAIM), EVEN IF IVANTI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IVANTI'S ENTIRE LIABILITY UNDER THIS EULA SHALL BE LIMITED TO DIRECT, OBJECTIVELY MEASURABLE DAMAGES AND THE AGGREGATE LIABILITY OF IVANTI ARISING FROM OR RELATING TO THIS EULA, THE USE OF THE LICENSED SOFTWARE, MAINTENANCE, AND SUPPORT SERVICES SHALL NOT EXCEED THE AMOUNT OF THE LICENSE FEES RECEIVED. BY IVANTI FROM LICENSEE UNDER THIS EULA FOR THE LICENSED SOFTWARE OUT OF WHICH SUCH LIABILITY AROSE (EXCEPT WITH RESPECT TO INDEMNIFICATION UNDER SECTION 13 OF THIS EULA WHICH SHALL NOT BE LIMITED). SOME JURISDICTIONS DO NOT ALLOW CERTAIN DISCLAIMERS OR LIMITATIONS OF WARRANTIES, SO SOME OF THESE PROVISIONS MAY NOT APPLY TO LICENSEE.

13. INDEMNIFICATION.

(A) INDEMNIFICATION BY IVANTI: Ivanti will, at its own expense, defend or settle any Infringement Claim and indemnify Licensee for any damages finally awarded against Licensee, but only if: (i) Licensee promptly notifies Ivanti of any Infringement Claim; (ii) Ivanti retains sole control of the defense, negotiations, settlement, or compromise of any Infringement Claim; and (iii) Licensee provides Ivanti with all necessary authority, information, and reasonable assistance (at Ivanti's expense). Ivanti will not be responsible for any costs, expenses or compromise incurred or made by Licensee without Ivanti's prior written consent. If use of Licensed Software is permanently enjoined as the result of an Infringement Claim, Ivanti will, in its sole discretion and expense, procure for Licensee the right to continue using such Licensed Software, replace such Licensed Software with non-infringing product, modify such Licensed Software so that it is no longer infringing, or, if each of the foregoing is commercially unreasonable or unduly burdensome, Ivanti may elect to refund to Licensee the fees, less depreciation, received by Ivanti for such enjoined Licensed Software. Depreciation shall be determined using a straight line basis over thirty-six (36) months, commencing on the effective date for Ivanti Licensed Software and on the date of first delivery to Licensee of any Licensed Software or Support Services.

(B) EXCLUSIONS: Ivanti shall not have any indemnification obligations, other responsibility or liability for any costs, expenses, or damages, settlement, or otherwise resulting from: (i) Ivanti's compliance with Licensee's designs, specifications or instructions; (ii) Licensee's modification (whether authorized or not) of Licensed Software; (iii) any Infringement Claim arising from Licensee's combined use of Licensed Software (or any part thereof) with any Licensee or other third party product; or (iv) Licensee's direct or contributory infringement of any business method patent.

(C) ENTIRE OBLIGATION AND EXCLUSIVE REMEDY: The foregoing states the entire obligation and exclusive remedy of each of the parties hereto with respect to any Ivanti indemnification obligation.

(D) INDEMNIFICATION BY LICENSEE: Licensee agrees to defend, indemnify, and hold Ivanti harmless from and against any and all actions, claims, damages, expenses (including attorneys' fees and out-of-pocket expenses) and liabilities arising out of (i) Licensee's unauthorized use of Licensed Software; (ii) for any material breach of this EULA by Licensee (or Licensee's affiliates, contractors, consultants); (iii) Ivanti's compliance with Licensee's designs, specifications or instructions; and (iv) Licensee's modification (whether authorized or not) of Licensed Software.

14. PAYMENT AND TAXES. In the event that Licensee is purchasing directly from Ivanti and payment is required from Licensee directly to Ivanti (as opposed to purchase through or payment to an authorized Ivanti reseller or distributor), Licensee shall pay Ivanti all amounts due in U.S. Dollars no later than thirty (30) days following Licensee's receipt of an invoice from Ivanti. For the purchase of any annual renewal of the then-current annual Subscription Fee and annual Support Services Fees (if any), Licensee shall make payment to Ivanti within thirty (30) days of such annual renewal. If Licensee fails to make a payment to Ivanti when due, Ivanti may charge Licensee interest at the lesser of a rate of one and one half percent (1.5%) per month or the maximum rate allowed by applicable law, which interest will accumulate on the outstanding balance on a daily basis until paid in full. Licensee shall reimburse lvanti for all reasonable costs, including legal fees and related costs, lvanti incurs in collecting any late payments and interest from Licensee. Ivanti shall be entitled to terminate all licenses, services and Support Services provided hereunder upon thirty (30) days prior written notice to Licensee if Licensee fails to pay any required fees when due. In the event that any withholding, sales, value-added, use or other taxes or government fees, assessments or charges are payable because of this EULA, the license of the Licensed Software to Licensee, or because of any payment by Licensee, then Licensee shall pay all such taxes, fees, assessments and charges in addition to all other payments. If Ivanti is required to make any such payments, Licensee agrees to reimburse lvanti for such payments promptly upon notice from Ivanti.

15. TERMINATION OF THIS EULA. If Licensee is using the Licensed Software under any time-limited license, including without limitation a Trial-Use License or Subscription License, this EULA shall terminate with regard to such Licensed Software without notice to Licensee on the last day of the specified time period. Any other license granted hereunder shall automatically terminate if Licensee breaches this EULA. Upon expiration or termination of this EULA, Licensee shall immediately cease all use of the Licensed Software and uninstall and delete all of the Licensed Software. The foregoing shall not limit or affect any remedy available to Ivanti as a result of any breach of this EULA by Licensee.

16. EXPORT COMPLIANCE. Licensee acknowledges that the Licensed Software is exported from the United States in accordance with the Export Administration Regulations. The Licensed Software, and any

product or technical information provided by Ivanti, are subject to applicable import and export regulations of the United States and/or other countries. Diversion contrary to U.S. law is prohibited. Licensee agrees to comply with all applicable import and export regulations as they may be amended from time to time. Regardless of any disclosure made by Licensee to Ivanti of an ultimate destination of the Licensed Software or any product or technical information, Licensee agrees that it will not export, re-export or disclose (directly or indirectly) any of the Licensed Software, any product or technical information provided by Ivanti, or any portion thereof, to any country, entity or person in violation of U.S. export laws or regulations or any other law, regulation, or government order. Note that Licensed Software containing encryption may be subject to additional restrictions with which Licensee also agrees to comply.

17. GOVERNING LAW. If Licensee has its primary office in North America, Central America, South America, or any other area not expressly identified below in this section, this EULA is governed by the laws of the State of Utah, United States of America. If Licensee has its primary office in a member state of the European Union or the European Free Trade Association, the Middle East or Africa, this EULA is governed by the laws of England. If Licensee has its primary office in Japan, this EULA is governed by the laws of Japan. If Licensee has its primary office in the People's Republic of China, this EULA is governed by the laws of the People's Republic of China. Such governing laws are effective without regard to the principles of conflict or choice of law and are exclusive of any provisions of the United Nations Convention on Contracts for Sale of Goods. In any action or suit to enforce any right or remedy under this EULA, the prevailing party will be entitled to recover its fees and costs, including reasonable attorney's fees.

18. U.S. GOVERNMENT RESTRICTED RIGHTS. The Licensed Software is provided with "RESTRICTED RIGHTS" and is deemed "commercial computer software" and "commercial computer software documentation" within the meaning of applicable civilian and military Federal acquisition regulations and any supplement thereto. Use, modification, duplication, or disclosure by the United States Government is subject to restrictions as set forth in DFARS 252.227-7014(a)(1) (JUN 1995) (DOD commercial computer software definition), DFARS 227.7202-1 (DOD policy on commercial computer software), FAR 52.227-19 (DEC 2007) (commercial computer software clause for civilian agencies), DFARS 252.227-7015 (NOV 1995) (DOD technical data - commercial items clause); FAR 52.227-14, including Alternates I, II, and III (DEC 2007) (civilian agency technical data and noncommercial computer software clause); and/or FAR 12.211 and FAR 12.212 (commercial item acquisitions), and any successor provisions . Use of the Company Products by the U.S. Government constitutes acknowledgment of Ivanti's proprietary rights therein. The Contractor or Manufacturer is Ivanti, Inc. (or its subsidiaries or affiliates), with an office at 698 West 10000 South, Suite 500, South Jordan, UT 84095, USA.

19. SEVERABILITY. If any provision in this EULA shall be found or be held to be invalid, unenforceable, or in conflict with applicable law in any jurisdiction in which this EULA is being performed, such provision shall be construed, limited, or altered, as necessary, to eliminate the invalidity, unenforceability, or conflict, and all other provisions of this EULA shall remain unaffected.

20. FORCE MAJEURE. Ivanti shall not be liable for its failure to perform due to unforeseen circumstances or any causes beyond Ivanti's reasonable control ("Force Majeure"). In the event of Force Majeure, Ivanti's performance will be extended for a period equal to the duration of the delay caused thereby.

21. WAIVER. No action taken pursuant to this EULA, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by such party of any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this EULA or failure to perform by the other party shall not operate or be construed as a further or continuing waiver of such breach or failure to perform or as a waiver of any other or subsequent breach or failure to perform. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by applicable law.

22. ASSIGNMENT; SUB-LICENSE. Licensee may not assign, sublicense, or transfer this EULA, the Licensed Software, any right to Support Services, or any rights or obligations hereunder without prior written consent of Ivanti. Ivanti may assign this EULA and any rights or obligations hereunder at any time and without consent.

23. NOTICES. All notices required or permitted to be given hereunder shall be in writing, shall make reference to this EULA, and shall be delivered by hand, or dispatched by prepaid courier or by registered or certified mail, postage prepaid. Notices to Ivanti shall be sent to the following address:

Ivanti, Inc. 698 West 10000 South, Suite 500 South Jordan, Utah 84095 Attn: Legal Dept.

Notices shall be deemed served when received by addressee or, if delivery fails by reason of some fault or action of the addressee, when tendered for delivery.

24. ENTIRE AGREEMENT; AMENDMENT. This EULA sets forth the entire understanding and agreement between Licensee and Ivanti relating to the subject matter herein. This EULA may be amended only in a writing signed by authorized representatives of both parties. No vendor, distributor, dealer, retailer, reseller, salesperson, employee or any other person is authorized to modify this EULA or to make any representations different from, or in addition to, the terms of this EULA and Licensee hereby confirms that it has not entered into this EULA in reliance on any statement or representation not expressly set forth herein. Any terms and conditions of any purchase order or other document that is submitted by Licensee in connection with the Ivanti Licensed Software that are different from or in addition to the terms and conditions of this EULA are not binding on Ivanti and are ineffective.

EULA - Version: March 2017

EACH PARTY HAS CAUSED ITS DULY AUTHORIZED REPRESENTATIVE TO SIGN THIS AGREEMENT.

IVANTI	"LICENSEE"
By:	By:
(Signature)	(Signature)
Name:	Name:
(print)	(print)
Title:	Title:
(print)	(print)