



Enterprise License Agreement

Program Guide

Disclaimer

This document, the Ivanti *Enterprise License Agreement Program Guide*, is subject to change and clarification without notice.

If you have questions about the program or any of the content in this document, please contact your Ivanti representative.

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Executive Summary

The Ivanti Enterprise License Agreement (ELA) is a new licensing vehicle that targets organizations with more than a thousand users who want to standardize their licenses company-wide, own multiple Ivanti products at the best possible pricing, and want to retain the opportunity to add software licenses without requiring additional procurement cycles.

Licensing for the ELA is user-based subscription. User count is based on number of company employees and third parties who use the software to support the company. Ivanti server and analyst licenses will be allocated based on the user-to-server and user-to-analyst ratios outlined in [Appendix A](#).

The agreement term is two or three years.

During the agreement term, customers have price protection for the initial term of the agreement. They can choose to pay the entire contract purchase upfront or pay annually. Customers will report license usage annually during what is referred to as the [True-Forward](#) period. During the *True-Forward* period, if the customer has deployed additional licenses beyond the number of licenses originally purchased in the previous year, the customer will report the additional licenses. The additional licenses will be added to the existing licenses to establish a new license number that will be used to bill customers going forward. As long as the customer does not increase license deployment more than twenty percent (20%) above the number of licenses already purchased, Ivanti will not bill the customer for retroactive use. However, at each annual renewal period, the aggregate number of licenses deployed will be used to bill the customer going forward.

During the term of the agreement, the customer will be entitled to software upgrades and updates at no cost. The customer will also be entitled to standard Ivanti customer support.

1. Feature Definitions

1.1. License Count

The Ivanti ELA will be licensed on a per-user basis. Customers will provide a user count when executing the ELA. Ninety (90) days prior to each annual anniversary during the term of the agreement, the customer will provide Ivanti with an updated accurate user count to reflect any growth, acquisition, and/or additional product deployment. This user count will become the new value used for determining agreement payments for subsequent years.

Ivanti may use independent means for verifying the count provided by the customer.

Customers can reduce the user count from year to year during the term of the agreement, but the user count cannot be less than the original amount declared at the beginning of the agreement.

1.2. License Type

Products will be licensed on an annual subscription basis for the term of the agreement.

1.3. Agreement Term

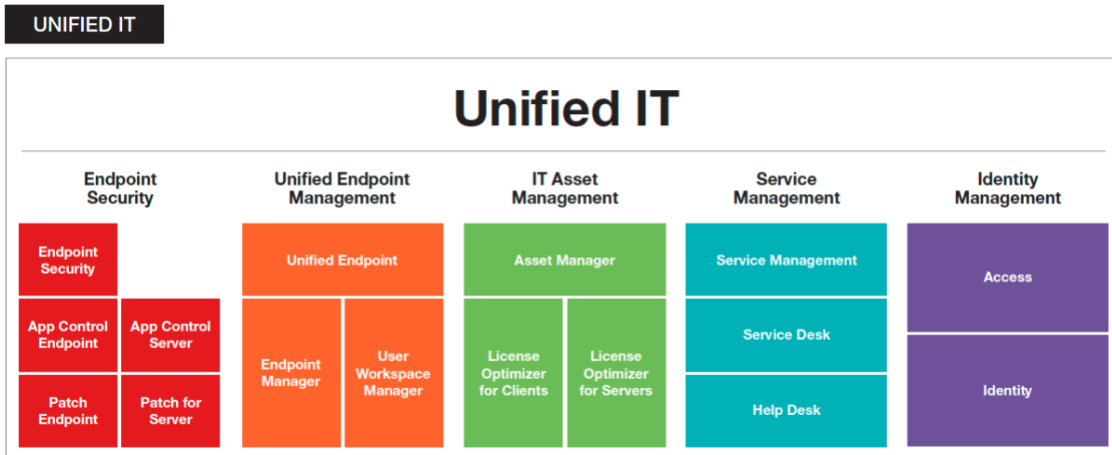
The term of the ELA will be two to three years.

1.4. Enrollment Minimum

The ELA has minimum enrollment of 1,000 users. Customers must enroll the entire organization to participate in the ELA. Example: If the organization has 5,000 employees, the customer must enroll all 5,000 employees (not just part) to correctly calculate the cost and benefits of the ELA. The ELA is available to all current and new Ivanti customers with more than 1,000 employees.

1.5. Products Included In the Agreement

Ivanti offers customers two ELA agreement options. The first option is called [Unified IT](#) (UIT). UIT will include user subscription licenses and ratio-based server and analyst subscription licenses for all defined products contained in the [Attainment Model](#). Specific product SKUs contained in the Attainment Model stacks can be found in [Appendix A](#) of this document.

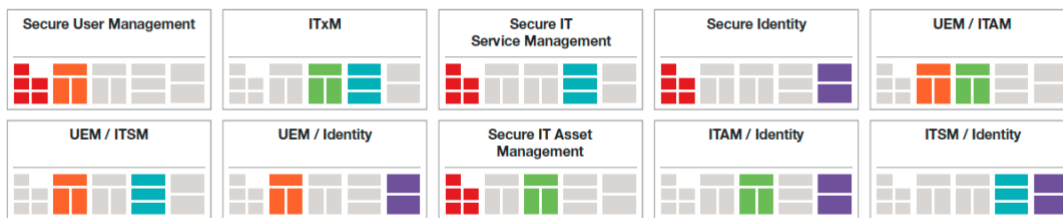


The second ELA agreement option allows customers to purchase an ELA that includes any combination of two Attainment Model technology stacks. This option is referred to as [Pick 2](#). Currently there are five technology stacks customers can choose from:

1. Unified Endpoint Management (UEM)
2. Endpoint Security (SEC)
3. IT Asset Management (ITAM)
4. Service Management (SM)
5. Identity Management (IM)

PICK 2

Pick any two stacks



1.5.1. Server and Analyst Licenses

The ELA offers customers a combination of products designed to manage endpoints, servers, and analyst-based products. The base price of the ELA allows the customer to manage endpoints equal to the user count declared by the customer. The ELA also includes server and analyst licenses based on a pre-determined ratio set forth in the agreement. Should the customer require additional server or analyst licenses, these can be purchased at discounted pricing. [Appendix A](#) outlines the standard entitlement.

1.5.2. Cloud and SaaS Hosting Fee

The ELA offers customers a combination of on-premises and SaaS products. The base price of the ELA will include the use of the on-premises products. If a customer chooses to deploy SaaS products—other than ILO for Servers—that require hosting services, the customer will pay an additional fee to offset the additional transaction costs incurred by Ivanti. This additional hosting fee will only be charged for SaaS or cloud products that the customer chooses to implement. Customers will notify Ivanti of their intention to use those products, after which, Ivanti will create tenant instances for the customer.



Additional investment required for Cloud or Hosted solutions.

1.6. Technical Support

As part of the ELA, customers will receive Standard Ivanti Technical Support. Customers, at their option, are encouraged to consider purchasing a higher level of support to ensure they have all the resources necessary to deploy and maintain their Ivanti ELA products successfully.

1.7. Professional Services

There are no professional services bundled with the Ivanti ELA. Customers, at their option, are encouraged to consider purchasing professional services from Ivanti or Ivanti partners to ensure they have all the resources necessary to successfully deploy their Ivanti ELA products.

1.8. Training

There are no training services bundled with the Ivanti ELA. Customers, at their option, are encouraged to consider purchasing training services from Ivanti or Ivanti partners to ensure they have all the resources necessary to successfully deploy and maintain their Ivanti ELA products.

2. Financial Definitions

2.1. Payment

Customers will have the option of paying for the entire ELA up front or making annual payments equal to the subscription cost. Hosting for SaaS and Cloud products will incur additional costs.

We guarantee a set contract price for products at a specified user count. We provide an annual twenty percent (20%) license buffer for the term of the agreement that allows a customer to use additional licenses [up to twenty percent (20%) of the current license count] during the current term of the agreement. Each year at the anniversary of the agreement, the customer will work with Ivanti to establish the current user count and the number of licenses deployed. Customers will purchase any additional licenses deployed and will not incur any retroactive billing for the previous excess usage as long as it was less than twenty percent (20%) of the licenses already purchased. License counts that exceed the twenty percent (20%) annual buffer will incur a retroactive cost. If the excess usage occurs during the year and requires the issuance of additional licenses, the billing for usage in excess of the twenty percent (20%) buffer will occur at that time.

During the annual True-Forward period, the user and license count will be updated to reflect current usage, without regard for the buffer, and that will become the user and license count used for billing purposes going forward.

20%

We have you covered—you can exceed your contracted license by up to twenty percent.

2.2. True-Forward

The True-Forward is an annual process where the customer notifies Ivanti of their current user count and number of licenses deployed. This process will begin ninety (90) days prior to each annual anniversary date of the ELA. The updated user and license count declaration will become the new baseline user and license count for the ELA agreement and future billings will be based on this amount.

Customers are free to deploy additional licenses at any time. So long as the user count is not increasing by more than twenty percent (20%) of the current baseline amount, customers will not be billed retroactively for this license usage.

Customers may reduce the number of users annually at the time of the True-Forward review, however, user counts cannot be reduced below the number of users declared at the time the customer purchases the ELA. This means an increase in the number of users must occur before a subsequent reduction. As an example, if a customer enrolls in an ELA with 2,000 users and then increases to 2,100, they can subsequently reduce the user count by up to 100 users but cannot go below the original 2,000 users. If the customer needs to reduce their user count below the 2,000 user count, they must wait until renewal of the agreement.



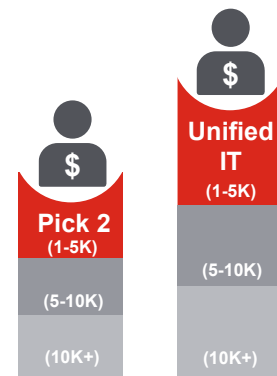
True-Forward means no back-charges for overages less than 20% — and the contracted amount is reset annually.

2.3. Cloud and SaaS

Costs for Cloud and SaaS are still being determined but should be available by early March 2018.

2.4. Discount Levels

The ELA will have three (3) discount bands associated with both the [UIT](#) and [Pick 2](#) options. The first discount band is for 1,000–4,999 users, the second band is for 5,000–9,999, and the third band is for 10,000+ users. In any case, the discount banding will be based on the customer’s declared user count.



2.5. Renewal Cap

To help provide customers with predictable costs at renewal time, Ivanti is offering a cap on annual fee increases as part of the ELA. The renewal fee cap will be limited to a five percent (5%) price increase per license per year. If additional products are added to the ELA offering during the term of the customer’s agreement, any applicable cost adjustment may also be added at the time renewal calculations are made.

3. Appendix A – ELA Product Entitlement

The following product SKUs are part of the respective Attainment Model Product Stacks:

3.1. Unified Endpoint Management (UEM)

Ivanti SKU	Product Description	License to User Ratio	Fixed Number of Licenses
LDMS-S	IVANTI ENDPOINT MANAGER SUBSCRIPTION, POWERED BY LANDESK (FORMERLY MANAGEMENT SUITE)	1:1	NA
HTDCF0017	IVANTI DSM 1 YEAR SUBSCRIPTION - FORMERLY HEAT CLIENT MANAGEMENT DSM	1:1	NA
LDVCSA-L	IVANTI VIRTUAL CLOUD SVCS APPLIANCE LIC	NA	1
IN LIC 00 F	INSIGHT LICENSE	1:1	NA
DN GSP 12 EN	IVANTI FILE DIRECTOR SUBSCRIPTION 12 MONTH, POWERED BY APPSENSE	1:1	NA
PM SUB 12 F	IVANTI PERFORMANCE MANAGER SUBSCRIPTION - NAMED USER LICENSE – 1 YEAR, POWERED BY APPSENSE	1:1	NA
EM SUB 12 F	IVANTI ENVIRONMENT MANAGER SUBSCRIPTION - NAMED USER LICENSE – 1 YEAR, POWERED BY APPSENSE	1:1	NA
AM SUB 12 F	IVANTI APPLICATION CONTROL SUBSCRIPTION - NAMED USER LICENSE – 1 YEAR, POWERED BY APPSENSE	1:1	NA
AM SUB 12 T	IVANTI APPLICATION CONTROL SUBSCRIPTION - CONCURRENT USER LICENSE – 1 YEAR, POWERED BY APPSENSE	1:10	NA

3.2. Endpoint Security

3.2.1. Security with UEM

Ivanti SKU	Product Description	License to User Ratio	Fixed Number of Licenses
LDSS-L-LDMS	ENDPOINT SECURITY (FORMERLY SECURITY SUITE) ADD-ON TO ENDPOINT MANAGER, POWERED BY LANDESK (FORMERLY MANAGEMENT SUITE)	1:1	NA
LDSS-S	IVANTI SECURITY SUITE - SUBSCRIPTION, POWERED BY LANDESK	1:1	NA
S-PWS-SV-S	IVANTI PATCH FOR WINDOWS FOR SERVER (FKA PROTECT): SUBSCRIPTION 1Y, POWERED BY SHAVLIK	1:10	NA

3.2.2. Security without UEM

Ivanti SKU	Product Description	License to User Ratio	Fixed Number of Licenses
AM SUB 12 F	IVANTI APPLICATION CONTROL SUBSCRIPTION - NAMED USER LICENSE – 1 YEAR, POWERED BY APPSENSE	1:1	NA
AM SUB 12 T	IVANTI APPLICATION CONTROL SUBSCRIPTION - CONCURRENT USER LICENSE – 1 YEAR, POWERED BY APPSENSE	1:10	NA
S-PWS-SV-S	IVANTI PATCH FOR WINDOWS FOR SERVER (FKA PROTECT): SUBSCRIPTION 1Y, POWERED BY SHAVLIK	1:10	NA
S-PSCCM-S	IVANTI PATCH FOR MICROSOFT SYSTEM CENTER: SUBSCRIPTION 1Y, POWERED BY SHAVLIK	1:1	NA
S-PWS-WS-S	IVANTI PATCH FOR WINDOWS FOR WORKSTATIONS (FKA PROTECT): SUBSCRIPTION 1Y, POWERED BY SHAVLIK	1:1	NA
S-PWS-PP-S	IVANTI PATCH FOR WINDOWS POWER PACK ADD-ON (FKA PROTECT): SUBSCRIPTION 1Y, POWERED BY SHAVLIK	1:1	NA
P-SV-S	IVANTI PATCH FOR LINUX UNIX SUBSCRIPTION 1 YR, POWERED BY HEAT	1:10	NA
P-WS-S	IVANTI PATCH FOR MAC SUBSCRIPTION 1 YR, POWERED BY HEAT	1:1	NA
DAC-DC-S	IVANTI DEVICE AND APPLICATION CONTROL (DC ONLY) SUBSCRIPTION 1 YR, POWERED BY HEAT	1:1	NA
XTRCMSSCCM-S	IVANTI XTRACTION CONNECTOR - MS SCCM SUB	NA	1

3.3. IT Asset Management (ITAM)

Ivanti SKU	Product Description	License to User Ratio	Fixed Number of Licenses
ITAM-LOC-S	IVANTI LICENSE OPTIMIZER SAAS SUBSCRIPTION FOR CLIENTS, POWERED BY LANDESK	1:1	NA
ITAM-LOS-S	IVANTI LICENSE OPTIMIZER SAAS SUBSCRIPTION FOR SERVERS, POWERED BY LANDESK	1:10	NA
ITAM-AM-S	IVANTI ASSET MANAGER, POWERED BY LANDESK	1:1	NA

3.4. Service Management (SM)

Ivanti SKU	Product Description	License to User Ratio	Fixed Number of Licenses
SM-SM-CONC-L	IVANTI SERVICE MANAGER - SERVICE MANAGEMENT CONCURRENT PREMISE ANALYST LICENSE, POWERED BY HEAT	1:100	NA
SM-VOICE-BU-L	IVANTI SERVICE MANAGER - VOICE BACKUP PREMISE LICENSE, POWERED BY HEAT	NA	1
SM-VOICE-SUP-L	IVANTI SERVICE MANAGER - VOICE AUTOMATION SUPERVISOR PREMISE LICENSE, POWERED BY HEAT	1:100	NA
SM-VOICE-AGENT-L	IVANTI SERVICE MANAGER - VOICE AUTOMATION AGENT PREMISE LICENSE, POWERED BY HEAT	1:100	NA
SM-VOICE-WSU-L	IVANTI SERVICE MANAGER - VOICE ADDITIONAL WEB STATS PREMISE USER LICENSE, POWERED BY HEAT	1:10	NA
SM-VOICE-PORT-L	IVANTI SERVICE MANAGER - VOICE ADDITIONAL VOICE AND ROUTING PORT PREMISE LICENSE, POWERED BY HEAT	1:100	NA

3.5. Identity Management

Ivanti SKU	Product Description	License to User Ratio	Fixed Number of Licenses
IDI-P-L	IDENTITY DIRECTOR IDENTITY PERPETUAL PER USER LICENSE, POWERED BY RES	1:1	NA
IDA-P-L	IDENTITY DIRECTOR ACCESS PERPETUAL PER USER LICENSE, POWERED BY RES	1:1	NA

3.6. Xtraction

3.6.1. Xtraction as Part of Pick Two with UEM

Ivanti SKU	Product Description	License to User Ratio	Fixed Number of Licenses
XTRENTSVR-S	IVANTI XTRACTION ENTERPRISE SERVER SUB	NA	1
XTRANALYST-S	IVANTI XTRACTION ANALYST SUB	1:500	NA

3.6.2. Xtraction as Part of Pick Two without UEM

Ivanti SKU	Product Description	License to User Ratio	Fixed Number of Licenses
XTRENTSVR-S	IVANTI XTRACTION ENTERPRISE SERVER SUB	NA	1
XTRANALYST-S	IVANTI XTRACTION ANALYST SUB	1:500	NA
XTRCMSSCCM-S	IVANTI XTRACTION CONNECTOR - MS SCCM SUB	NA	1

3.6.3. Xtraction as Part of Unified IT (UIT)

Ivanti SKU	Product Description	License to User Ratio	Fixed Number of Licenses
XTRENTSVR-S	IVANTI XTRACTION ENTERPRISE SERVER SUB	NA	1
XTRANALYST-S	IVANTI XTRACTION ANALYST SUB	1:500	NA
XTRCMSSCCM-S	IVANTI XTRACTION CONNECTOR - MS SCCM SUB	NA	1
XTRCSN-S	IVANTI XTRACTION CONNECTOR - SERVICENOW SUB	NA	1
XTRCMSAD-S	IVANTI XTRACTION CONNECTOR - MS ACTIVE DIRECTORY SUB	NA	1
XTRCAVAYA-S	IVANTI XTRACTION CONNECTOR - AVAYA CMS SUB	NA	1
XTRCCUCCX-S	IVANTI XTRACTION CONNECTOR - CISCO UCCX SUB	NA	1
XTRCCASDM-S	IVANTI XTRACTION CONNECTOR - CA SDM/CMDB SUB	NA	1
XTRCBMCREM-S	IVANTI XTRACTION CONNECTOR - BMC REMEDY SUB	NA	1
XTRCSW-S	IVANTI XTRACTION CONNECTOR - SOLARWINDS - NODE MANAGER SUB	NA	1
XTRCHPSM-S	IVANTI XTRACTION CONNECTOR - HP SERVICE MANAGER SUB	NA	1
XTRCMSSCOM-S	IVANTI XTRACTION CONNECTOR - MS SCOM SUB	NA	1