



# Enterprise License Agreement

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**Program Guide 2019**

## Notice

This document, the *Ivanti Enterprise License Agreement Program Guide*, describes the Ivanti Enterprise License Agreement. The 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 sales representative or send an [email](#) to the ELA team.

## Document Revision History

| Date      | Author     | Revision | Change Reference |
|-----------|------------|----------|------------------|
| 1/30/2019 | Jim Barker | 1.0      | Initial Draft    |
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## Contents

|  |    |
|--|----|
| Notice .....   | 2  |
| Document Revision History .....                                | 3  |
| Executive Summary .....  | 5  |
| 1. ELA Feature Definitions .....                               | 6  |
| 1.1. User Count.....   | 6  |
| 1.2. License Type .....  | 6  |
| 1.3. Agreement Term.....                                       | 6  |
| 1.4. Enrollment Minimum .....                                  | 6  |
| 1.5. Products Included in the ELA .....                        | 6  |
| 1.5.1. Server & Analyst Licenses .....                         | 7  |
| 1.5.2. Cloud & SaaS Hosting Fee .....                          | 8  |
| 1.5.3. Ivanti Password Director .....                          | 8  |
| 1.5.4. Ivanti Automation .....                                 | 8  |
| 1.6. Technical Support.....                                    | 8  |
| 1.7. Professional Services .....                               | 8  |
| 1.8. Training.....   | 9  |
| 2. Financial Definitions .....                                 | 10 |
| 2.1. Payment.....  | 10 |
| 2.2. True-Forward .....  | 10 |
| 2.3. Discount Levels .....                                     | 11 |
| 2.4. Renewal Cap .....   | 11 |
| 3. Appendix A – ELA Product Entitlement.....                   | 12 |
| 3.1. Unified Endpoint Management (UEM).....                    | 12 |
| 3.2. Endpoint Security.....                                    | 12 |
| 3.3. IT Asset Management (ITAM).....                           | 13 |
| 3.4. Service Management (SM).....                              | 13 |
| 3.5. Identity Management .....                                 | 14 |
| 3.6. Xtraction.....  | 14 |
| 3.6.1. Xtraction as Part of Pick Two w/ UEM or Security .....  | 14 |
| 3.6.2. Xtraction as Part of Pick Two w/o UEM or Security ..... | 14 |
| 3.6.3. Xtraction as Part of Unified IT (UIT).....              | 15 |

## Executive Summary

The Ivanti Enterprise License Agreement (ELA) is the ideal product licensing solution for enterprise-sized organizations. Now organizations can take advantage of Ivanti's full portfolio to unify their IT and deploy solutions that match their business initiatives without needing additional procurement cycles.

The ELA is a user-based product subscription. Licensing is based on the organization's employee count. This user count is calculated by adding the number of company employees and any third parties (such as contractors) whose devices are managed by the company.

Participation in the ELA requires a two or three-year commitment with payment options for upfront or annual billing.

Included within the ELA are products designed to manage servers and products that are analyst-based. Licensing for these products is calculated based on a user-to-server and user-to-analyst ratio. The ratios used for these calculations is defined in [Appendix A](#) of this Program Guide.

During the term of the agreement, customers have protection from price increases and a cap on price increases at the time of renewal. Customers report license usage annually during the True-Forward period. During the True-Forward period, if the customer has deployed additional licenses over the number of licenses initially purchased/reported at the commencement of the agreement or in the previous year, the customer will report any new deployments. The additional licenses will be added to the existing licenses to establish a new user count 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 invoice 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 receive support according to the terms outlined on the [Ivanti customer support website](#).

# 1. ELA Feature Definitions

## 1.1. User Count

The Ivanti ELA is licensed on a per-user basis. This user count is calculated by adding the number of company employees and any third parties (such as contractors) whose devices are managed by the company. The user count is the number used for determining license entitlements for the products included in the ELA.

Customers calculate and provide Ivanti with 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

The ELA is a subscription licensing agreement. Customers can use the ELA licensed product for the term of the ELA agreement.

## 1.3. Agreement Term

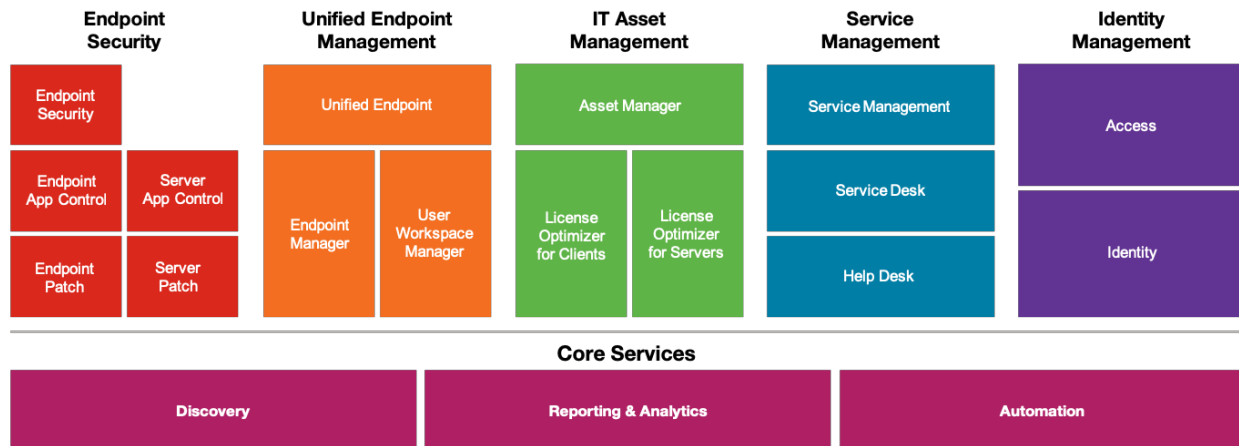
The term of the ELA will be two or three years.

## 1.4. Enrollment Minimum

The ELA has a minimum enrollment of 500 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 500 employees.

## 1.5. Products Included in the ELA

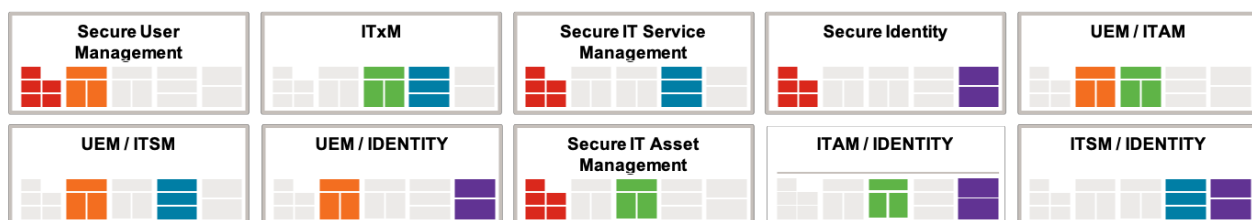
Ivanti offers customers two ELA options. The first option is called [Unified IT \(UIT\)](#). UIT will include user subscription licenses and ratio-based server and analyst subscription licenses for all ELA defined products. Specific product sku's contained in the ELA can be found in [Appendix A](#) of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



In addition to the products contained in each of the product stacks, the ELA also includes Automation Standard, Xtraction Enterprise and Discovery. Automation Enterprise is included with any purchase that includes the Identity product stack.

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

1. Endpoint Security
2. Unified Endpoint Management
3. IT Asset Management
4. Service Management
5. Identity Management



### 1.5.1. Server & 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 program. 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 & SaaS Hosting Fee

The ELA offers customers a combination of on-premises and software-as-a-service (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 Ivanti License Optimizer 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.

### 1.5.3. Ivanti Password Director

Ivanti Password Director is based upon the self-service password reset functionality in Ivanti Identity Director (our identity and access management solution) and is available to all customers purchasing either [Unified IT](#) or a [Pick 2](#) that includes Identity Management.

### 1.5.4. Ivanti Automation

The ELA includes Ivanti Automation Standard.

When a customer purchases [Unified IT](#) or a [Pick 2](#) that includes Identity Management, they are entitled to receive twelve (12) complimentary license points to use Ivanti Automation Enterprise. This entitlement requires the customer to install Ivanti Identity Director and activate Identity Director Automation in the product. Instructions for activating Ivanti Automation can be found in the product [Admin Guide](#).

Once you have enabled and validated Ivanti Identity Director integration, you will receive 12 complimentary license points for Identity Director in Automation. The Identity Director licenses are made available in the Automation Console under the section Connectors in the Licensing overview, regardless of any other licenses that you may already have.

## 1.6. Technical Support

As part of the ELA, customers will receive an Ivanti Technical Support entitlement. Customers, at their option, are encouraged to consider purchasing a higher level of support to ensure they have all the resources necessary to successfully deploy and maintain their Ivanti ELA products. Please visit the [Ivanti customer support website](#) to learn more about support entitlements.

## 1.7. Professional Services

There are no professional services directly 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 directly bundled with the Ivanti ELA. Customers, at their option, are encouraged to consider purchasing seats of Ivanti Global Academy (IGA) or passes to the Ivanti Interchange conference.

## 2. Financial Definitions

### 2.1. Payment

The ELA is an annual software subscription. Customers have the option of paying for the entire ELA up front or making annual payments equal to the annual subscription cost. Hosting and storage for cloud versions of products included in the ELA, with the exception of Ivanti License Optimizer, will incur additional annual costs.

Ivanti guarantees a set contract price for products for the initial term of the ELA at a specified user count. Prices will not change for the term of the agreement.

Additionally, Ivanti provides an annual twenty percent (20%) license buffer for the term of the agreement. This buffer allows a customer to use additional licenses (up to twenty percent (20%) of the current user or 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. This event is called the True-Forward period. Customers will purchase any additional licenses deployed for the upcoming year 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 to be calculated using the contracted prices in the agreement and equal to the count in excess of the twenty percent (20%) buffer. 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.

### 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. If a product requires a new license to support the excess deployment and the excess is over the twenty percent (20%) buffer, customers will be asked to submit a purchase order for the licenses in excess of the twenty percent (20%) buffer. So long as the user count does not increase by more than twenty percent (20%) of the current baseline amount, customers will not be billed retroactively for this license usage. Customers are not required to declare usage in excess of the twenty percent (20%) buffer prior to the annual True-Forward unless the customer requires new licenses to support the excess deployment.

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.

## 2.3. Discount Levels

The ELA will have seven (7) discount bands associated with both the [UIT](#) and [Pick 2](#) options. In both cases the discount banding will be based on the customers declared user count. The USD MSRP prices for the respective bands are as follows:

| ELA User Count    | P2 MSRP USD | UIT MSRP USD |
|-------------------|-------------|--------------|
| 500-999           | \$73        | \$110        |
| 1000-4999 users   | \$66        | \$99         |
| 5000-9999 users   | \$59        | \$88         |
| 10000-24999 users | \$52        | \$77         |
| 25000-49999 users | \$44        | \$66         |
| 50000-99999 users | \$37        | \$55         |
| 100000+           | \$33        | \$50         |

The ELA has been priced very aggressively. Pricing allows channel partners to sell the ELA with standard partner discounts and registration (if applicable). **No additional discounting or special pricing will be available.**

## 2.4. 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. As an example, if a customer has a three (3) year agreement, Ivanti will not increase prices at renewal more than fifteen percent (15%). 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 SKU's are part of the respective Product Stacks:

#### 3.1. Unified Endpoint Management (UEM)

| Ivanti SKU    | Product Description                                   | Number of Licenses |
|---------------|---|--------------------|
| UEM-S         | Ivanti Unified Endpoint Manager                       | User-based         |
| HTDCF0017     | Ivanti DSM (Formerly Heat Client Management DSM)      | User-based         |
| LDVCSA-L      | Ivanti Virtual Cloud Services Appliance               | 1:3000             |
| IN LIC 00 F   | Ivanti Insight  | User-based         |
| DN GSP 12 EN  | Ivanti File Director                                  | User-based         |
| PM SUB 12 F   | Ivanti Performance Manager                            | User-based         |
| EM SUB 12 F   | Ivanti Environment Manager                            | User-based         |
| AM SUB 12 F   | Ivanti Application Control – Named User License       | User-based         |
| AM SUB 12 T   | Ivanti Application Control – Concurrent User License  | 1:5                |
| AC LIC 00 SVR | Ivanti Application Control – Server (not XenApp/RDSH) | 1:5                |

#### 3.2. Endpoint Security

| Ivanti SKU  | Product Description                                  | Number of Licenses |
|-------------|--|--------------------|
| LDSS-L-LDMS | Endpoint Security (Formerly Security Suite)          | User-based         |
| LDSS-S      | Ivanti Security Suite                                | User-based         |
| AM SUB 12 F | Ivanti Application Control – Named User License      | User-based         |
| AM SUB 12 T | Ivanti Application Control – Concurrent User License | 1:5                |

| Ivanti SKU    | Product Description   | Number of Licenses |
|---------------|---|--------------------|
| AC LIC 00 SVR | Ivanti Application Control – Server (not XenApp/RDSH)                 | 1:5                |
| S-PWS-SV-S    | Ivanti Patch for Windows Server (Formerly Shavlik Protect)            | 1:5                |
| S-PSCCM-S     | Ivanti Patch for Microsoft System Center                              | User-based         |
| S-PWS-WS-S    | Ivanti Patch for Windows Workstations (Formerly Shavlik Protect)      | User-based         |
| S-PWS-PP-S    | Ivanti Patch for Windows Power Pack Add-On (Formerly Shavlik Protect) | User-based         |
| P-SV-S        | Ivanti Patch for Linux UNIX   | 1:5                |
| P-WS-S        | Ivanti Patch for Mac  | User-based         |
| DAC-DC-S      | Ivanti Device and Application Control (DC Only)                       | User-based         |

### 3.3. IT Asset Management (ITAM)

| Ivanti SKU  | Product Description                  | Number of Licenses |
|-------------|--------------------------------------|--------------------|
| AM-AMP-S1   | Ivanti Asset Manager Premise         | 5:1                |
| LDITAM-AI-L | Ivanti Asset Intelligence            | User-based         |
| ITAM-LOC-S  | Ivanti License Optimizer for Clients | User-based         |
| ITAM-LOS-S  | Ivanti License Optimizer for Servers | 1:10               |

### 3.4. Service Management (SM)

| Ivanti SKU     | Product Description                                  | Number of Licenses |
|----------------|--|--------------------|
| SM-SM-FXD-L    | Ivanti Service Manager (Fixed Analyst)               | 1:50               |
| SM-VOICE-BU-L  | Ivanti Service Manager – Voice Backup Premise        | 1                  |
| SM-VOICE-SUP-L | Ivanti Service Manager – Voice Automation Supervisor | 1:50               |

| Ivanti SKU       | Product Description  | Number of Licenses |
|------------------|--|--------------------|
| SM-VOICE-AGENT-L | Ivanti Service Manager – Voice Automation Agent Premise                  | 1:50               |
| SM-VOICE-WSU-L   | Ivanti Service Manager – Voice Additional Web Stats Premise              | 1:5                |
| SM-VOICE-PORT-L  | Ivanti Service Manager – Voice Additional Voice and Routing Port Premise | 1:50               |

### 3.5. Identity Management

| Ivanti SKU | Product Description        | Number of Licenses |
|------------|----------------------------|--------------------|
| IDI-P-L    | Identity Director Identity | User-based         |
| IDA-P-L    | Identity Director Access   | User-based         |

### 3.6. Xtraction

#### 3.6.1. Xtraction as Part of Pick Two w/ UEM or Security

| Ivanti SKU   | Product Description                                      | Number of Licenses |
|--------------|--|--------------------|
| XTRENTSVR-S  | Ivanti Xtraction Enterprise Server (Includes 2 Analysts) | 1                  |
| XTRANALYST-S | Ivanti Xtraction Analyst                                 | 1:500              |
| XTRCMSSCCM-S | Ivanti Xtraction Connector – MS SCCM                     | 1                  |

#### 3.6.2. Xtraction as Part of Pick Two w/o UEM or Security

| Ivanti SKU   | Product Description                                      | Number of Licenses |
|--------------|--|--------------------|
| XTRENTSVR-S  | Ivanti Xtraction Enterprise Server (Includes 2 Analysts) | 1                  |
| XTRANALYST-S | Ivanti Xtraction Analyst                                 | 1:500              |

### 3.6.3. Xtraction as Part of Unified IT (UIT)

| Ivanti SKU   | Product Description                                      | Number of Licenses |
|--------------|--|--------------------|
| XTRENTSVR-S  | Ivanti Xtraction Enterprise Server (Includes 2 Analysts) | 1                  |
| XTRANALYST-S | Ivanti Xtraction Analyst                                 | 1:500              |
| XTRCMSSCCM-S | Ivanti Xtraction Connector – MS SCCM                     | 1                  |
| XTRCSN-S     | Ivanti Xtraction Connector – ServiceNow                  | 1                  |
| XTRCMSAD-S   | Ivanti Xtraction Connector – MS Active Directory         | 1                  |
| XTRCAVAYA-S  | Ivanti Xtraction Connector – Avaya CMS                   | 1                  |
| XTRCCUCCX-S  | Ivanti Xtraction Connector – Cisco UCCX                  | 1                  |
| XTRCCASDM-S  | Ivanti Xtraction Connector – CA SDM/CMDB                 | 1                  |
| XTRCBMCREM-S | Ivanti Xtraction Connector – BMC Remedy                  | 1                  |
| XTRCSW-S     | Ivanti Xtraction Connector – SolarWinds – Node Manager   | 1                  |
| XTRCHPSM-S   | Ivanti Xtraction Connector – HP Service Manager Sub      | 1                  |
| XTRCMSSCOM-S | Ivanti Xtraction Connector – MS SCOM                     | 1                  |