

IVANTI DORA AMENDMENT

This DORA Amendment (the “Amendment”) to the Ivanti End User License and Services Agreement (“Agreement”) by and between the applicable Ivanti entity identified below (“Ivanti”), and the customer identified below (“Customer”) will become effective as of the last date it is signed by both parties (“Amendment Effective Date”).

WHEREAS, the parties wish to add certain language to the Agreement in relation to the parties obligations under the Digital Operational Resilience Act (DORA).

WHEREAS, All references to “Ivanti” shall mean the entity identified below in the same geographic region as Customer: (i) Ivanti, Inc., a Delaware corporation, in the Americas, except Brazil, and China; (ii) Ivanti Comércio de Software Brasil Ltda, a Brazilian company, in Brazil; (iii) Ivanti Software K.K., a Japanese company, in Japan; (iv) 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; or (v) Ivanti UK Limited, a limited company registered in England and Wales, in all other locations.

THEREFORE, the parties hereby agree to amend and add the following terms and conditions to the Agreement:

1. OBLIGATION TO REPORT

Ivanti shall, without undue delay, report to Customer any event or actual or reasonably anticipated development that Ivanti believes will have a material impact on Ivanti’s ability to effectively provide those services that support critical or important functions of Customer in line with the agreed service levels.

2. CUSTOMER DATA

2.2 Ivanti shall use commercially reasonable endeavors to ensure the availability, authenticity, integrity and confidentiality of all Customer Data (including without limitation personal data) within its possession or control, including without limitation through the use of appropriate technical and organizational measures, taking into account the nature of the Customer Data and the risk presented by its unauthorized loss, diversion or disclosure.

2.3 Ivanti shall, on reasonable written notice and during Ivanti’s business hours only, ensure Customer’s access to and recoverability of all Customer Data, and within 30 days of Customer’s request, return to Customer all Customer Data, assets and other property and material entrusted to Ivanti in connection with the Agreement in an agreed, easily accessible format (as determined by Ivanti) at the termination of the Agreement, in the event of Ivanti’s insolvency, winding up, or the discontinuation of Ivanti’s business operations.

2.4 "Customer Data" shall mean any and all information related to employees, customers, contractors or other business partners of Customer Group or any other information related to the business of or operations in Customer Group in whatever form or manner accessed, received, acquired or maintained by Ivanti, by Ivanti’s group companies or affiliated entities, and irrespective of whether Customer has especially ordered Ivanti to collect or maintain such information or not as well as any confidential information belonging to the Customer Group (including without limitation any information covered by bank secrecy).

2.5 “Customer Group” shall mean the Customer, its holding company (if any) and their respective subsidiaries from time to time.

2.6 Nothing in this Addendum shall prevent or restrict Ivanti’s ability to store, archive, transmit, transfer, copy, delete or otherwise process Customer Data in a manner which is necessary for Ivanti’s compliance with laws and/or regulations, exercise or defense of legal rights, and its archiving, back-up and deletion processes.

3. ASSISTANCE TO CUSTOMER

3.1 Ivanti shall (and shall use reasonable endeavors to ensure that its subcontractors shall), at no extra cost or at such cost as is agreed beforehand between the parties in writing, provide commercially reasonable assistance to Customer in relation to the investigation, classification, reporting to the relevant competent authorities and rectification of any ICT Incident. For the purposes of this Addendum, an ICT Incident means a single event or a series of linked events unplanned by Ivanti that compromises the security of its network and information systems, and have a material adverse impact on the availability, authenticity, integrity or confidentiality of Customer Data, or on the services provided by Ivanti to Customer.

3.2 In the occurrence of any ICT Incident, the resolution of which is not included in the services or other deliveries under the Agreement or covered by Ivanti’s error rectification obligations under the Agreement, Ivanti shall (and shall use reasonable endeavors to procure that its subcontractors shall) at Customer’s request provide such assistance on time and material basis subject to section 3.3.

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3.3 Customer shall reimburse Ivanti for the Pass-through Expenses at actual cost. For the purposes of this section “Pass-through Expenses” means third-party charges for services that are to be paid directly by Ivanti and are required by Ivanti to provide the assistance described in section 3.2.

3.4 Ivanti shall fully cooperate with the competent authorities and the resolution authorities of Customer, as well as with Ivanti Public Authorities (as defined in section 6.2), including persons appointed by them, in relation to the provision of ICT services by (or on behalf of) Ivanti to Customer.

4. TERMINATION RIGHTS

Customer shall have the right to terminate the Agreement in whole or in part in its discretion by providing a written notice thereof to Ivanti with a notice period determined by Customer not less than 90 (ninety) days and not exceeding twelve (12) months, in any of the following circumstances:

- 4.1 significant breach by Ivanti of applicable laws, regulations or of the terms of the Agreement (including this Addendum);
- 4.2 circumstances that are deemed capable of altering the performance of the functions provided through the Agreement, including material changes that affect the arrangement or the situation of Ivanti, as are identified by Customer during the course of its monitoring of Ivanti risk;
- 4.3 there are irremediable weaknesses evidenced to the satisfaction of Customer (acting reasonably at all times) pertaining to Ivanti's overall ICT risk management and in particular in the way it ensures the availability, authenticity, integrity and confidentiality of Customer Data, whether personal or otherwise sensitive data, or non-personal data; or
- 4.4 where the competent authority can no longer effectively supervise Customer as a result of the conditions of, or circumstances related to, the Agreement.

5. TRAINING

Upon request and as reasonably instructed by Customer, Ivanti shall ensure that all of its own employees (and shall use reasonable endeavors to ensure that its subcontractors' shall ensure that all of their employees) participating in the provision of the services or other deliverables under the Agreement, at no extra cost, once annually participate in Customer's ICT security awareness programs and complete Customer's digital operational resilience training, with the level of complexity commensurate to the remit of their respective functions, and renew or re-take the training as reasonably necessary. Where training is required by Customer for an individual more than once annually, Customer shall bear the cost of that training.

6. DESIGNATION OF IVANTI AS CRITICAL ICT THIRD-PARTY SERVICE PROVIDER

6.1 If Ivanti is designated as a critical ICT third-party service provider as set out in the DORA regulation, Ivanti shall without undue delay inform Customer of such designation in writing. Ivanti undertakes to specifically comply with any undisputed instructions and regulations of the relevant Ivanti Public Authorities as well as to inform Customer as soon as possible and without undue delay of any notices, announcements, decisions and other measures by Ivanti Public Authorities concerning or affecting the Agreement or the services or other deliverables under the Agreement provided by Ivanti to Customer.

6.2 "Ivanti Public Authority" shall mean any competent authority, resolution authority, agency or other body, including the lead overseer, with regulatory jurisdiction over Ivanti under the DORA Regulation.

7. INCORPORATION OF STANDARD CONTRACTUAL CLAUSES

The parties shall in good faith negotiate and agree on the incorporation of any standard contractual clauses concerning the subject matter of the Agreement, this Amendment or parts thereof that may be developed by competent authorities or European Union institutions following the entry into force of this Amendment and the replacement of overlapping terms and conditions in the Agreement or this Amendment with the corresponding terms and conditions of the standard contractual clauses.

8. OBLIGATION TO RENEGOTIATE

8.1 In the event that the services or other deliverables under the Agreement or any parts thereof are likely to in Customer's reasonable opinion at any time following the signing of this Amendment become services supporting Customer's critical or important functions as meant in the DORA regulation, Customer shall, prior to making any such determination, notify Ivanti in writing of its opinion and provide written evidence in support of its opinion to the reasonable satisfaction of Ivanti, and shall take into account any representations Ivanti may make in response to such written evidence.

8.2 In the event that the parties mutually agree that the services or other deliverables under the Agreement or any parts thereof are at any time following the signing of this Amendment likely to become services supporting Customer's critical or important functions as meant under the DORA regulation Ivanti shall upon Customer's request in good faith negotiate and agree on the

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amendment and/or replacement of the relevant contractual terms in order for the provision of the said services or other deliverables under the Agreement or parts thereof to be compliant with the requirements of the DORA regulation.

9. RISK MANAGEMENT FRAMEWORK

Ivanti shall provide written responses to such risk assessments and due diligence questionnaires as are reasonably deemed necessary by Customer under the DORA regulation to identify and address potential risks associated with the Services.

Capitalized terms not defined herein shall have the meaning set forth in the Agreement. All other terms and conditions of the Agreement remain in full force and effect. In the event of any conflict in the terms between the Agreement and this Amendment, this Amendment shall prevail as to the subject matter herein.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the last date set forth below.

CUSTOMER: _____

IVANTI

By (Signature): _____

By (Signature): _____

Name (Printed): _____

Name (Printed): _____

Title: _____

Title: _____

Date: _____

Date: _____