



IVANTI TERMS AND CONDITIONS RELATED TO IN-LICENSED MATERIALS AND RESALE PRODUCTS

Ivanti and You have entered into one or more agreement(s) relating to the use and license of Ivanti software (the "Agreement"). The following terms and conditions supplement the Agreement with respect to In-Licensed Materials and Resale Products.

I. IN-LICENSED MATERIALS

The software licensed under the Agreement may contain or be provided with the In-Licensed Materials listed below. Such In-Licensed Materials shall be deemed "Software" and subject to the same terms and conditions applicable to "Software", as supplemented or modified by the additional or different terms below. In-Licensed Materials shall have the meaning set forth in the Agreement if defined therein; otherwise "In-Licensed Materials" means software, services or other technology software that is not proprietary to Ivanti but has been licensed to Ivanti and is necessary for the normal operation of the Software or the relevant feature within the Software described below.

A. Ivanti-MobileIron "Silver" or "Gold" Bundle:

1) SMS Messaging. You will not use SMS messaging service to transmit inappropriate content. Inappropriate content includes any content that (a) is unsolicited, (b) causes the introduction of viruses, worms, Trojan horses, e-mail bombs, cancelbots or other similar computer programming routines, (c) is unlawful or offensive as determined by Ivanti's suppliers in their sole discretion, (d) is misleading or inaccurate, or (e) infringes the intellectual property of any person.

2) Microsoft® Exchange Activesync. (a) With respect to Microsoft® Exchange Activesync, the provision of this service (or software, as applicable) to you does not grant, and you do not receive, any rights under any Microsoft intellectual property with respect to any smartphone or other device software that you use to access this service (or to access the functionality provided by software, as applicable). (b) With respect to Microsoft® Exchange Activesync, use is limited to internal use (including such use by agents or contractors exclusively on Your behalf) as part of the Core offering for the sole purpose of managing hand-held devices of Your employees, agents and/or contractors.

3) Email+ (version 1.x). (a) "Email+ Device Software" means Ivanti's Email+ 1.x client device email software delivered by Ivanti to You, including any updates, modifications or upgrades of the same delivered to You during the term of the Agreement. (b) "EAS-Enabled Server" means (i) Microsoft Exchange server 2003, 2007, 2010 or any subsequent version thereof released during the term of the Agreement, (ii) any Microsoft owned or operated server that provides Windows Live Hotmail services, and (iii) any server software licensed by Microsoft to implement the Microsoft Exchange ActiveSync™ Protocol. (c) Ivanti grants to You a non-exclusive right to permit You Representatives to use and reproduce the Email+ 1.x Software (in object code form) only: (i) in mobile phones, smartphones, laptops, or tablets that are managed by Ivanti's Software and (ii) for Your use with services provided by EAS-Enabled Servers.

4) Mobile@Work In-House App SDK. (a) Ivanti Mobile@Work In-House App SDK is a custom SDK designed to allow You to brand Mobile@Work with Your own branding. Ivanti offers this SDK without any additional charge. Use by You is optional and deemed acceptance of the terms below. (b) Ivanti is willing to license this SDK on the same terms and conditions as "Software," except that: (i) You may only use this SDK to brand Mobile@Work with its own branding; (ii) You may distribute its branded Mobile@Work application through its enterprise AppStore; and (iii) Ivanti will only support the current version of this SDK and the immediately preceding version for 6 months following the release of the current version.

B. Ivanti-MobileIron "Platinum" Bundle (includes the terms and conditions for the Ivanti "Silver" and "Gold" Bundle as well as the additional terms below):

1. Ivanti Help@Work for iOS

Ivanti Help@Work for iOS is a custom SDK designed to allow You to develop the Help@Work for iOS app, which will allow the Your help-desk administrator to remotely view the screen of a managed iOS device, while working with the individual device-holder on troubleshooting workflows.

You represents and warrants that it has a valid Apple iOS Developer Program Enterprise License Agreement and hereby appoints Ivanti as an Authorized Developer under such agreement solely in connection with Ivanti's provision of Help@Work for iOS to You.

If You at its option chooses to download the Help@Work for iOS Display Finder component, You will be required to accept the accompanying Apple end-user software license agreement (EULA), which solely governs the Apple software included therewith.

2. Help@Work for Android, made available by TeamViewer GmbH. Help@Work for Android is made available by TeamViewer GmbH and may be accessed through the Software. Help@Work for Android is only made available to You that have purchased Support and Maintenance Services. In order to access and use Help@Work for Android, You must agree to the TeamViewer terms of use, which are available at <https://www.teamviewer.com/en/company/eula.aspx> or any other successor URL designated by TeamViewer. Ivanti is not a party to such terms of use. Your use and/or access of Help@Work for Android shall be subject to TeamViewer's privacy policy. Ivanti does not control and cannot be responsible for TeamViewer's privacy or information security practices.

C. **App Delivery Network Services or AppDN Services**

1. "App Delivery Network Services" or "AppDN Services" means Ivanti's web-based application delivery network service which is made accessible to You by Ivanti via the Software. The terms set forth below shall apply to You that purchase AppDN Services. "App Delivery Subscription Term" means the term of the subscription for the AppDN Services specified in the relevant Product Schedule, which is subject to the termination and renewal rights described herein. "You Content" means any data, information, applications, or other items that You loads into Software for distribution via the AppDN Services.

2. Rights of Access and Use. During the App Delivery Subscription Term, and subject to the terms of this Agreement, Ivanti grants to You a non-exclusive right to permit those You Representatives authorized by You and/or You Affiliates to access and use the AppDN Services on Your and/or You Affiliates' behalf in compliance with these terms. You devices accessing the AppDN Services may not exceed the Licensed Device Count or data usage limitations (if any) identified in relevant Product Schedule. The Delivery and Commencement of License Terms provisions of the Agreement shall also apply to the AppDN Services and the AppDelivery Subscription Term.



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4. **You Responsibilities.** You shall (a) be responsible and liable for any action or inaction of You Representatives which is in violation of these terms, (b) be solely responsible for the accuracy, quality, integrity and legality of You Content and of the means by which You (and You Representatives) acquire, upload, transmit and process You Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the AppDN Services, and notify Ivanti promptly of any such unauthorized access or use, (d) make such disclosures, obtain such consents and otherwise comply with any applicable law, rule or regulation regarding the use, processing, transfer, disclosure or access to personally identifiable information of, or other information specific to, Your personnel having use of or access to any You Data in or for the AppDN Services or as otherwise contemplated by these terms. To the extent Ivanti becomes aware of any You Content or activities that Ivanti deems to be in violation of these terms or the law or otherwise harm Ivanti or its offerings, Ivanti may immediately block access to such You Content, or suspend or terminate AppDN Services.

5. **Support and Maintenance Services.** Support of the AppDN Services will be provided only if You is then-currently on maintenance and support for the Software, on the same terms and conditions as support delivered for Software under the applicable Agreement.

D. Open source and third party/proprietary notices and licenses made available within the Software (e.g., Help or About menus).

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A. Resale Product: KNOX by Samsung.

Terms are available at <https://www.samsungknox.com/en/eula> or any other successor URL designated by Samsung.

B. Resale Product: Polaris Office/Viewer by Infraware

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5. **Maximum Number of Licenses.** You may use this program only for up to the maximum number of mobile devices covered by the license package you have purchased. If you purchased a mobile device that included the Software as part of a bundle, the use of such Software is limited solely to that specific mobile device.



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a. Indemnification Obligations. Subject to the terms of this Agreement, Infracore shall indemnify, defend and hold you harmless from and against any claims, actions, losses, liabilities, damages and expenses (including reasonable attorneys' fees and court costs) arising out of or based upon a third party claim ("Indemnified Claim") that the Software (or any component thereof), including the use, installation, operation, and/or reproduction of any of the foregoing as contemplated by this Agreement, infringes or misappropriates any third party intellectual property right provided that you: (i) give Infracore prompt written notice of any such claim; and (ii) permit Infracore to solely control and direct the defense or settlement of any such claim, provided Infracore shall not settle any claim in a manner that requires you to admit liability or pay money without your prior written consent (which shall not be unreasonably withheld); and (iii) provide Infracore all reasonable assistance in connection with the defense or settlement of any such claim, at Infracore's cost and expense.

b. Infringement Claims. If an Indemnified Claim described in subparagraph (a) above occurs, or in Infracore's reasonable opinion is likely to occur, Infracore, at its expense and at its sole discretion, will, in addition to its indemnification obligations hereunder: (i) procure the right to allow you to use the Infracore Software, or (ii) modify or replace the Infracore Software (or infringing portions thereof) to become non-infringing without material degradation in the features, functionality or performance of the Infracore Software, or (iii) if neither (i) nor (ii) is available on commercially reasonable terms, terminate the outstanding licenses to the Infracore Software (or affected portion thereof) and refund the license fees paid by you to Infracore for licenses to the Infracore Software as follows: (A) for licenses with an annual term, the refund shall be pro-rated over the annual term of the licenses beginning on the date of initial activation of the license, and (ii) for licenses with a perpetual term, the refund shall be pro-rated over a three (3) year period beginning on the date of initial activation of the license.

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a. Software Warranty. For a period of ninety (90) days from the date of initial delivery of the specific Software to you, Infracore warrants to you that such Software shall materially conform to the specifications described in the relevant Documentation. Your sole and exclusive remedy under this limited warranty will be for Infracore to repair or replace such Software, or if repair or replacement is not possible, to refund the license and any associated support and maintenance fees paid for such non-conforming Software.

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