



Ivanti Terms and Conditions Related to In-Licensed Materials and Resale Products

Ivanti and Customer 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. Customer 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 Customer's behalf) as part of the Core offering for the sole purpose of managing hand-held devices of Customer's 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 Customer, including any updates, modifications or upgrades of the same delivered to Customer 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 Customer a non-exclusive right to permit Customer 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 Customer's 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 Customer to brand Mobile@Work with Customer's own branding. Ivanti offers this SDK without any additional charge. Use by Customer 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) Customer may only use this SDK to brand Mobile@Work with its own branding; (ii) Customer 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 Customer to develop the Help@Work for iOS app, which will allow the Customer's help-desk administrator to remotely view the screen of a managed iOS device, while working with the individual device-holder on troubleshooting workflows.

Customer 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 Customer.

If Customer at its option chooses to download the Help@Work for iOS Display Finder component, Customer 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 Customers that have purchased Support and Maintenance Services. In order to access and use Help@Work for Android, Customer 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. Customer's 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 Customer by Ivanti via the Software. The terms set forth below shall apply to Customers 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. "Customer Content" means any data, information, applications, or other items that Customer 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 Customer a non-exclusive right to permit those Customer Representatives authorized by Customer and/or Customer Affiliates to access and use the AppDN Services on Customer's and/or Customer Affiliates' behalf in compliance with these terms. Customer 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.

3. Restrictions. Customer agrees that the restrictions applicable to Software under the Agreement shall also apply to the AppDN Services. In addition, except as otherwise expressly permitted under these terms, Customer shall not, nor shall it permit any third party to, (a) use the AppDN Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or other rights; (b) use the AppDN Services to store or transmit Malicious Code; or (c) interfere with or disrupt the integrity or performance of the AppDN Services or third-party data contained therein. In addition, Customer shall comply with and its use of the AppDN Services is subject to the acceptable use policy located at https://www.akamai.com/us/en/privacy-policies/acceptable_use-policy.jsp (or other URL designated by Akamai Technology, Inc. ("Akamai")), as may be updated from time to time, which terms are incorporated herein by reference. Customer acknowledges that Akamai and/or Ivanti may take such action against Customer for violation of such acceptable use policy as may be described therein.



4. **Customer Responsibilities.** Customer shall (a) be responsible and liable for any action or inaction of Customer Representatives which is in violation of these terms, (b) be solely responsible for the accuracy, quality, integrity and legality of Customer Content and of the means by which Customer (and Customer Representatives) acquire, upload, transmit and process Customer 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, Customer's personnel having use of or access to any Customer Data in or for the AppDN Services or as otherwise contemplated by these terms. To the extent Ivanti becomes aware of any Customer 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 Customer Content, or suspend or terminate AppDN Services.

5. **Support and Maintenance Services.** Support of the AppDN Services will be provided only if Customer 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).

II. RESALE PRODUCTS

Ivanti may resell licenses to certain third party software or services. The purchase, sale and/or use of such third party software or services as identified below ("Resale Products") may be subject to separate agreements with the applicable third party suppliers as set forth below ("Third Party Resale Terms"). If Customer purchases any Resale Products, Customer acknowledges and agrees that it is bound by the Third Party Resale Terms below. Except as otherwise expressly set forth in the Agreement, the Agreement shall not apply to the Resale Products and Customer acknowledges and agrees that Ivanti disclaims all warranties, indemnities, obligations, and other liabilities in connection with any Resale Product.

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 Infracore

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING ANY SOFTWARE (DEFINED BELOW). THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT ("AGREEMENT") GOVERN YOUR RIGHTS TO THE SOFTWARE TO BE SUPPLIED BY INFRAWARE, INC. ("INFRAWARE") HEREUNDER. INFRAWARE IS ONLY WILLING TO GRANT YOU ACCESS TO THE SOFTWARE ONLY UPON THE CONDITION THAT YOU ACCEPT ALL THE TERMS AND CONDITIONS CONTAINED HEREIN. INSTALLATION OF THIS SOFTWARE WILL CONSTITUTE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO CONTINUE WITH THE INSTALLATION AND USE OF THE SOFTWARE.

1. Definitions.

"Documentation" means the printed materials and/or online or electronic documentation provided by Infracore together with delivery of the Software.

"Software" means the Infracore software product(s) that you have purchased, including any Documentation and any Upgrades.

"Upgrades" means any updates, upgrades, enhancements, maintenance releases, bug fixes, error corrections, or modified versions provided to you in connection with this Agreement, including in connection with any Support and Maintenance Services you may have purchased.

2. License. Subject to the terms and conditions of this Agreement, the Software is licensed to you as follows: Infracore grants you the right to install and use copies of the Software on your device running a validly-licensed copy of the operating system for which the Software was designed in accordance with the applicable Documentation. You may also make copies of the Software as may be necessary for backup and archival copies.

3. Restrictions. As a condition of the license granted in Section 2, you shall not: (i) copy the Software, except for one (1) back-up copy; (ii) transfer, distribute, modify, or translate the Software, electronically or otherwise, without Infracore's prior written permission; (iii) use the Software in violation of applicable law and treaties, which includes the laws of Republic of Korea, the United States of America and the country in which you are located as well as international intellectual property laws; (iv) remove or alter any copyright notices on any and all copies of the Software; (v) distribute registered copies of the Software to third parties[, provided that evaluation versions available for download from Infracore's websites may be freely distributed]; (vi) reverse engineer, decompile or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law, notwithstanding this limitation; and (vii) rent, lease or lend the Software to third parties.

4. Your Responsibilities. As between Infracore and you, you shall be solely responsible for the accuracy and legality of the content processed through the Software. Infracore shall have no liability with respect to such content or any part thereof, including but not limited to errors or omissions contained therein, libel, infringements of rights of publicity, privacy, trademark rights, business interruption, personal injury, or loss of privacy, or moral rights. You must comply with all applicable laws regarding use of the Software.

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.

6. Ownership and Copyright. All title, including but not limited to copyrights, in and to the Software and any copies thereof are owned by Infracore or its suppliers. The Software is licensed and not sold. All title and intellectual property rights in and to the content which may be accessed through use of the Software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants you no rights to use such content, unless you are the respective content owner. All rights not expressly granted are reserved by Infracore.

7. Indemnification.

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 Infraware's reasonable opinion is likely to occur, Infraware, 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 Infraware Software, or (ii) modify or replace the Infraware Software (or infringing portions thereof) to become non-infringing without material degradation in the features, functionality or performance of the Infraware Software, or (iii) if neither (i) nor (ii) is available on commercially reasonable terms, terminate the outstanding licenses to the Infraware Software (or affected portion thereof) and refund the license fees paid by you to Infraware for licenses to the Infraware 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.

c. **Exceptions.** Infraware's indemnification obligations will not apply to the Infraware Software to the extent that the liability arises from (a) modifications to the Infraware Software made by you wherein infringement would not have arisen but for such modifications; (b) the combination by you of the Infraware Software with other software, wherein infringement would not have arisen but for such combination; (c) your continuance of allegedly infringing activity for longer than a reasonable period after being notified thereof; and/or (d) your failure to use Upgrades made available by Infraware to you.

d. The remedies set forth in this Section constitute your sole and exclusive remedies and Infraware's entire liability with respect to infringement or violation of third party intellectual property rights.

8. Limited Warranty; Disclaimers.

a. **Software Warranty.** For a period of ninety (90) days from the date of initial delivery of the specific Software to you, Infraware 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 Infraware 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.

b. **Disclaimers.** Except for the warranties expressly set forth in this Section, Infraware disclaims any warranty for the Software and the Software is provided "AS IS," without any express or implied warranty of any kind, including but not limited to any warranties of merchantability, non-infringement, or fitness of a particular purpose. Infraware does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the Software. Infraware makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, or other such computer program. Infraware further expressly disclaims any warranty or representation to Authorized Users or to any third party.

9. **Termination.** The license granted herein with respect to the Software shall remain effective until terminated or until the applicable license term expires, whichever is earlier. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party, if the other party materially breaches any provision of this Agreement and such breach remains uncured after such thirty (30)-day notice period expires. Upon termination of this Agreement, you shall destroy all copies of the Software in your possession. Termination shall be without prejudice to any other rights or remedies that Infraware may have for breach. The parties agree that a material breach of this Agreement adversely affecting Infraware's or its suppliers' intellectual property rights in the Software may cause irreparable injury for which monetary damages would not be an adequate remedy and Polaris shall be entitled to equitable relief (without a requirement to post a bond) in addition to any remedies it may have hereunder or at law.

10. **Limitation of Liability.** EXCEPT FOR ANY BREACHES OF OR FOR LIABILITY ARISING OUT OF SECTION 3 (RESTRICTIONS), AND/OR SECTION 7 (INDEMNIFICATION): (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOSS OF DATA OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFIT) OR OTHER DAMAGES BASED IN CONTRACT, TORT OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE SOFTWARE EXCEED THE FEES PAYABLE BY YOU TO INFRAWARE FOR THE RELEVANT SOFTWARE.

11. **Entire Agreement.** This Agreement represents the entire agreement concerning the Software between you and Infraware, and it supersedes any prior proposal, representation or understanding between the parties.

C. **Resale Product: Mobile Threat Detection by Zimperium.** Terms are available at <https://www.zimperium.com/files/EULA.pdf> or any other successor URL designated by Zimperium.