



## IVANTI USER RESEARCH PROGRAM AGREEMENT

This Ivanti User Research Program Agreement (the “**Agreement**”) is by and between Ivanti, Inc. and its affiliated subsidiary companies (“**Ivanti**”) and the individual identified in the signature block below (“**You**” and “**Your**”) (each, a “**Party**”; collectively, the “**Parties**”) shall be effective as of the date on which You sign the Agreement. The purpose of the Agreement is for You to: (i) provide Your consent to participate in certain surveys, interviews, and usability tests that are created by Ivanti that specifically relate to Ivanti’s products and/or services (collectively the “**Research Activities**”); and (ii) acknowledge and accept Ivanti’s rights to the contributions that are created hereunder which are associated with the Research Activities, including but not limited to all visual and audio recordings, drawings, ideas and other items, works of authorship or information, and/or accompanying written descriptions thereof (collectively the “**Materials**”) resulting from these Research Activities.

You agree that the following terms and conditions apply to all Research Activities and Materials created under this Agreement:

- a. The Research Activities primarily obtain the Materials and gather information through email correspondence. However, Ivanti may interview, tape, photograph, videotape, and record You to gather information associated with the Research Activities.
- b. Your involvement under this Agreement is solely remunerated through the issuance of a gratitude gift card valued at the amount stated in the Participant Information Sheet (the “**Incentive**”). You shall not be entitled to any additional remuneration or any other rights to further compensation and/or royalties related to this Agreement or arising from Ivanti’s utilization of the Materials. In the event of any breach by You of any provisions within this Agreement, Ivanti reserves the right to nullify and void any Incentive that is owed to You under this Agreement and may also restrict Your access to the Incentive. You hereby acknowledge and consent to Ivanti’s commitment to making commercially reasonable efforts in processing Your completed Research Activities, however, it is possible that factors which are beyond Ivanti’s control may hinder these efforts and could potentially lead to the loss, deletion and/or failure to receive, process or store any content generated as a result of the Research Activities.
- c. You agree not to include or disclose to Ivanti any Confidential Information in Your participation in the Research Activities. For the purposes of this Agreement, “Confidential Information” means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally, or by inspection of tangible objects (including, without limitation, research, product plans, products, services, customers, markets, software, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finance documents), which is designated as “Confidential,” or “Proprietary” or some similar designation, or if the information should reasonably be considered confidential or proprietary due to its nature or context of its disclosure. Confidential Information shall include any information relating to the Ivanti proprietary software and the associated training, documentation and other related materials, regardless of whether or how such materials are marked. Information communicated orally shall be considered Confidential Information if (i) such information is identified as Confidential Information at the time of disclosure; or (ii) by its nature or content is reasonably distinguishable as confidential to the party receiving the Confidential Information.
- d. To the extent that Ivanti discloses any Confidential Information during the Research Activities, You agree not to disclose and/or use any Confidential Information that belongs to Ivanti which has been obtained during Your participation in the Research Activities. You agree to execute a non-disclosure agreement (NDA).
- e. Notwithstanding anything to the contrary, Ivanti is not obligated to create and/or use any of the Materials that have been derived from the Research Activities. Nothing herein shall obligate either party to proceed with any contemplated transaction between them, and each party reserves the right, in its sole discretion, to terminate any discussions at any time.
- f. Except for any of Your trademarks, service marks, logos, and other identifying information contained in the Materials, Ivanti will solely own the Materials, all rights related to the Materials, and control of the Materials for any purpose.
- g. Ivanti and its licensees retain its respective Intellectual Property Rights in relation to the Research Activities and Materials and no form of Intellectual Property Rights pertaining to the Research Activities and Materials is transferred, assigned or licensed to You.
- h. You hereby release and hold Ivanti harmless from any and all liability, losses, damages, rights, claims and actions of any kind in connection with the use of the Materials, including without limitation personal injury, intellectual property ownership or compensation associated therewith, property damage, and claims based on publicity rights, defamation or invasion of privacy.
- i. Ivanti shall process Your data in accordance with the Ivanti Privacy Policy available on <https://www.ivanti.com/company/legal/privacy-policy> and Ivanti may contact you via email in relation to the Research Activities. You agree to ensure that all data and/or any information that You provide to Ivanti under this Agreement shall be accurate and complete.
- j. You hereby commit and agree not to engage in any actions that disrupt the Research Activities.
- k. **Limitation of Liability.** Ivanti shall not exclude its liability to You where such an exclusion would be unlawful. The content provided as part of the Research Activities is offered to You without any guarantees, conditions or warranties (express, implied or otherwise) regarding its accuracy, fitness for purpose or performance. Ivanti does not guarantee that the functions contained in the Research Activities and/or any materials or content therein will be uninterrupted or error-free, that defects will be rectified or that the Research Activities will be free from viruses or other harmful components. Ivanti’s maximum liability to You is limited to the Incentive agreed upon for Your participation in the Research Activities and the amount is outlined in this Agreement pursuant to Section C. Only Research Activities that are fully and properly completed in accordance with the terms and conditions of this Agreement and the applicable Research Activities will qualify for this Incentive. The availability and other qualifications for this Incentive will be subject to Ivanti’s notifications provided to You at the time. Ivanti will not be held liable to You if its compliance under this Agreement is delayed or hindered due to any actions You should have taken or should have done or as a result of any events or circumstances that are beyond Ivanti’s reasonable control. Furthermore, Ivanti will not be liable for any



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losses that You may sustain and Ivanti’s exclusion of liability shall also apply to any loss of revenue (except for owed Incentives), profit loss, business interruption or missed business opportunities.

- i. **Term and Termination.** This Agreement will take effect when You either sign and/or accept its terms and conditions under this Agreement or engage in the Research Activities specified within the Agreement. If You violate any provision of this Agreement, Ivanti reserves the right to promptly terminate Your involvement under this Agreement. Additionally, You acknowledge and consent that Ivanti is under no obligation to retain any of the Materials that are generated in connection with the Research Activities or to furnish You with copies of the said Materials.
- m. **Governing Law & Jurisdiction.** If the Agreement is with Ivanti, Inc. or Ivanti Comércio de Software Brasil Ltda, it will be governed by the laws of the State of Utah without regard to conflict of laws principles and in any dispute arising out of or in connection with the Agreement You consent to the exclusive jurisdiction and venue in the State and Federal courts within Salt Lake County, Utah. If this Agreement is with Ivanti U.K. Ltd. or Ivanti International Limited, it will be governed by the laws of England and Wales without regard to conflict of laws principles and any dispute arising out of or in connection with this Agreement You consent to the exclusive jurisdiction and venue in the courts within London, United Kingdom. If this Agreement is with Ivanti Software K.K., it will be governed by the laws of Japan without regard to conflict of laws principles and any dispute arising out of or in connection with the Agreement You consent to the exclusive jurisdiction and venue in the courts within Tokyo, Japan. If this Agreement is with Ivanti Software (Beijing) Co., Ltd., it will be governed by the laws of China without regard to conflict of laws principles and any dispute arising out of or in connection with the Agreement You consent to the exclusive jurisdiction and venue in the courts within Beijing, China. The United Nations Convention for the International Sale of Goods shall not apply to this Agreement.
- n. **No Assignment.** Except for a transfer of all or substantially all of a Party’s business and assets, whether by merger, sale of assets, sale of stock, or otherwise, neither Party shall assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement without the prior written consent of the other Party.
- o. **No Waiver.** No failure or delay to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other rights or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right shall preclude or restrict the further exercise of that or any other right or remedy. No statement or representation, other than by a Party’s authorized representative in a written waiver, shall constitute a waiver of any rights or remedies.
- p. **Severability.** If any provision of this Agreement is held to be unenforceable, void, or invalid under applicable law, such provision shall be deemed omitted and the remaining provisions will remain in full force.
- q. **Force Majeure.** Neither Party will incur any liability to the other Party for any loss or damage resulting from any delay or failure to perform any part of the Agreement if such failure or delay is caused by circumstances beyond the Parties’ reasonable control including, without limitation, flood, fire, acts of war, terrorism, earthquake, acts of God, and governmental acts, orders, or restrictions; however, inability to meet financial obligations is expressly excluded. Ivanti shall not be liable for any failure of or delay in performing its obligations on account of Your failure to perform Your obligations under this Agreement.
- r. **Third Party Rights.** A person who is not a party to the Agreement shall not have any rights under or in connection with it.
- s. **Survival.** Sections (c), (d), (e), (f), (g), (h), (i), (j), (k), (l), (m), (n), (o), (p), (q), (r), (s), and (t) shall survive the termination or expiration of this Agreement.
- t. **Entire Agreement.** English Language Agreement Controls. This Agreement constitutes the comprehensive and exclusive understanding between Ivanti and You regarding the Research Activities and/or Materials and it supersedes all previous or contemporaneous verbal or written communications and agreements related to the subject matter herein. Any printed or additional terms and conditions on a similar document that conflict with or attempt to supplement the terms and conditions of this Agreement or its exhibits will be null, void and unenforceable. You acknowledge that You have no remedies or any statement, representation, assurance or warranty (whether made innocently or negligently) that is not explicitly detailed in this Agreement or in any other documents specifically referenced herein. In the event of any consistency between this Agreement in the English language and any translation of it into another language, the English language version of the Agreement shall take precedence.

You acknowledge You have read and understand the contents of this Agreement and have the authority to sign.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

