

## JOINT BUSINESS CONTROLLER DATA PROCESSING TERMS

In conjunction with your participation as an Ivanti Channel Partner, you agree to these Joint Business Controller Data Processing Terms (the "Data Terms") which are hereby incorporated into the applicable Ivanti Channel Partner Agreement (the "Agreement") you have executed with Ivanti. Ivanti may revise these terms from time to time. You and Ivanti are individually referred to below as a "Party" or collectively as "Parties."

1. **Definitions.** The following terms have the meanings set out below:
  - a. **Data Protection Laws and Regulations:** All applicable privacy and security laws and regulations.
  - b. **Approved Countries or Regions:** USA, the European Economic Area, and the Asia Pacific region.
  - c. **Data:** "Data" means "Information" collected by a Party and "Transferred Information" when it is conveyed to the other Party.
  - d. **Data Breach:** Means a breach of security leading to the accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure of, access to, or other Processing of Information transmitted, stored, or otherwise Processed.
  - e. **Data Protection Authority:** Any representative or agent of the government who has the authority to enforce local data privacy and security laws.
  - f. **Data Subject:** A natural person whose Information is Processed pursuant to these Terms.
  - g. **Information:** Information is all data (including Personal Data) Processed by a Party pursuant to these Terms and any other agreement between you and Ivanti before the Party transfers that Information to the other Party and the other Party has received such data. Once a Party receives Information from the other Party, that Information becomes Transferred Information.
  - h. **Personal Data:** Means any Information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
  - i. **Process or Processing:** Means any operation or set of operations which is performed on Information or on sets of Information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
  - j. **Subprocessor:** Any entity which Processes Information on behalf of the either Party to these Terms.
  - k. **Transferred Information:** All Information exchanged between you and Ivanti pursuant to these Terms.
2. **Term.** These Terms shall commence on the Effective Date of your applicable Agreement and remain in effect until either party terminates the Agreement.
3. **Purpose of Processing.** The purpose of processing is to facilitate the collection and transfer of leads between you and Ivanti.
4. **Nature of Processing.** The nature of processing is the collection of leads from events arranged by you and Ivanti and transmission to the other Party for marketing and business development purposes.
5. **Categories of Information Involved.** Leads such as names, email addresses, and phone numbers of Data Subjects.
6. **Categories of Data Subjects Involved.** Categories of Data Subjects include Personal Data.
7. **Audit.** Either Party shall have the right with 10 business days' written notice, to audit and inspect the other Party's policies and operations to make sure the Party is complying with the requirements in these Terms.
8. **Ownership of Information.** The Party collecting the Information shall retain sole ownership and responsibility for all Information. The Party receiving the Transferred Information shall retain sole ownership and responsibility of all Transferred Information. Ownership of Data Subjects' Personal Data shall NOT transfer to the other Party under any of the following circumstances:
  - a. A Data Subject has not provided Personal Data to the Party pursuant to the Parties' agreements;
  - b. A Data Subject's Personal Data has been provided to the Party pursuant to the Parties' agreements, but the Party has not designated the Data Subject as a qualified marketing lead under the terms of the Parties' agreements; or
  - c. A Data Subject's Personal Data has been provided to the Party pursuant to the Parties' agreements, but the Party has not received the Data Subject's Personal Data.
9. **Joint Obligations.** The Parties agree and warrant that they will:
  - a. Comply with all aspects of any applicable Data Protection Laws and Regulations when Processing Information.
  - b. Only Process Data in accordance with these Terms and pursuant to instructions agreed upon by the Parties.
  - c. Process Data in accordance with Approved Countries or Regions' privacy and security laws and regulations.
  - d. Inform data subjects that their Personal Data will be disclosed to the other Party, that they have a legal basis for such disclosure, and explain to data subjects the purpose for transferring their Personal Data to the other Party.
  - e. Delete or correct any inaccurate Transferred Information upon notification from the other Party that the Transferred Information is incorrect.
  - f. Ensure that all information is accurate and up-to-date at the time of transfer of Information to the other Party.
  - g. Provide a secure mechanism for the transfer of Information between the Parties.
  - h. Ensure that their relevant privacy statements and notices are in accordance with any applicable Data Protection Laws and Regulations and all other applicable data privacy laws and that Data Subjects can access privacy notices from each Party.
  - i. Not transfer Data outside of Approved Countries or Regions. Personal Data subject to the Data Protection Laws and Regulations shall be transferred to other Ivanti entities using Ivanti's EU-U.S. Privacy Shield Certification, Standard Contractual Clauses, or other adequate standards.
  - j. Not transfer Data to another organization without the other Party's documented approval.
  - k. Not sell the Personal Data to third parties for money or other valuable consideration.
  - l. Implement appropriate technical, physical, and organizational security measures to reasonably ensure the confidentiality, integrity, and availability of Data Processed pursuant to these Terms.

- m. Only use Subprocessors if those Subprocessors have made security and confidentiality guarantees consistent with these Terms.
  - n. Notify the other Party when any law or legal requirement prevents a Party from fulfilling its obligations under these Terms. In either situation, the Parties must agree to the suspension of Processing and to requests to terminate Processing under these Terms.
  - o. Allow Data Subjects to exercise their rights under any applicable Data Protection Laws and Regulations including the right to access Personal Data; the right to have Personal Data rectified; the right to be forgotten, including to delete the Personal Data; the right to data portability; the right to restrict the processing; the right to portability; and the right to object to using Personal Data.
  - p. Maintain internal records of all Processing conducted under these Terms. At a minimum, such records will list the categories of Information Processed pursuant to these Terms and the methods used to reasonably preserve the confidentiality, integrity, and accessibility of such Information.
  - q. Make available all information necessary to demonstrate compliance with these Terms's obligations.
  - r. Immediately notify the other Party, in writing, of the following:
    - i. A Data Subject's request to access, rectify, erase, transport, object to, or restrict Data Processed pursuant to these Terms;
    - ii. Any request or complaint received from Data Controller's customers or employees;
    - iii. Any question, complaint, investigation, or other inquiry from a Data Protection Authority;
    - iv. Any request for disclosure of Data from a public entity related in any way to the Processing of Data under these Terms; and
    - v. Any inaccuracies in the Transferred Information.
  - s. Respond to any data subject request received prior to the transfer of the data subject's Information to the other Party in compliance with the Party's information request handling policies and procedures.
  - t. Assist the other Party with all Data Subject requests affecting the Transferred Information.
  - u. Cooperate with the other Party to comply with Approved Countries or Regions' privacy and security laws and regulations and these Terms.
  - v. Upon termination of these Terms or upon a Party's request to delete or return Data, the other Party will delete or return existing copies of Data unless local law requires storage of the Data. In instances where local law requires the other Party to store Data, that Party will protect the confidentiality, integrity, and accessibility of the Data; will not actively Process the Data anymore; and will continue to comply with these Terms. Ivanti may retain Transferred Information following termination of these Terms under the following circumstances:
    - i. The Data Subject has agreed to be contacted again in the future following initial communications with Ivanti;
    - ii. The Data Subject initiated contact directly with Ivanti in response to an email or other promotional material not from you;
    - iii. The Data Subject has agreed to meet with Ivanti;
    - iv. The Data Subject voluntarily disclosed his or her information to Ivanti irrespective of the business activities contemplated by the Parties' agreements;
    - v. The Data Subject's information was held by Ivanti prior to any transfer of information made pursuant to these Terms; or
    - vi. The Data Subject's information was made available to Ivanti from another source.
10. **Miscellaneous.** These Terms are made pursuant to the Agreement between you and Ivanti. Any capitalized terms not defined herein shall have the meaning set forth in the Agreement. In the event of any conflict or inconsistency between these Terms and the Agreement, these Terms shall prevail.