



End User Support Agreement (Pulse Secure Products)

READ THIS END USER SUPPORT AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING RIGHTS AND OBLIGATIONS OF THE END USER PURCHASER OF ANY PULSE SECURE GOLD PROTECTION, PULSE SECURE PLATINUM PROTECTION OR OTHER PURCHASABLE PULSE SECURE SERVICE CONTRACT, WHICH ARE LISTED AND DESCRIBED AT <http://www.pulsesecure.net/support>. IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF AN ENTERPRISE, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTERPRISE AND ITS END USERS. IT IS YOUR RESPONSIBILITY TO COMMUNICATE THE INFORMATION IN THIS AGREEMENT TO THE ENTERPRISE'S END USERS AND ENSURE THEIR ACCEPTANCE AND COMPLIANCE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN. THE ENTERPRISE IS BOUND BY THIS AGREEMENT EITHER BY (I) WRITTEN ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN, (II) BY CONTACTING AND USING IVANTI FOR TECHNICAL SUPPORT AND/OR HARDWARE REPAIR/REPLACEMENT SERVICES, (III) BY REGISTERING END USER'S PRODUCT WITH IVANTI CUSTOMER SERVICES ORGANIZATION, (IV) BY RECEIVING, DOWNLOADING OR DEPLOYING ANY SOFTWARE FURNISHED IN CONNECTION WITH SERVICES, (V) BY OTHERWISE RECEIVING OR TAKING ADVANTAGE OF THE SERVICES (INCLUDING SOFTWARE) OFFERED, OR (VI) IN ANY OTHER WAY EXPRESSING END USER'S AGREEMENT TO THE TERMS CONTAINED HEREIN. OTHERWISE, END USER MAY CONTACT THE AUTHORIZED RESELLER FROM WHOM IT PURCHASED THE IVANTI SERVICES CONTRACT FOR A REFUND OF FEES PAID FOR THE SERVICES.

1. Definitions

The following definitions shall apply in this Agreement.

- a. **"Agreement"** means this End User Support Agreement as it may be amended from time to time, together with any Service Contract(s) and/or Hardware Replacement Support Plan purchased by the End User.
- b. **"Authorized Reseller"** means an entity registered with and authorized by Ivanti to purchase Systems and Technical Support from either Ivanti directly, or from distributors of Ivanti, for resale and not for their own use.
- c. **"Business Day"** means the standard hours of operation for the Support Center or such other entity providing Technical Support hereunder. Such hours shall be Monday through Friday, 8:00 a.m. to 5:00 p.m. ("**Normal Business Hours**"), excluding holidays, in the time zone where the resource is located.
- d. **"Confidential Information"** means any information disclosed by one Party (the "Discloser") to the other Party (the "Recipient") pursuant to this EUSA, either directly or indirectly, in writing, orally, or by inspection of tangible objects which (i) if in tangible form (including for example, software, documents, prototypes or samples), is clearly marked "Confidential", "Proprietary" or in some other manner to indicate its confidential nature; or (ii) if disclosed orally or by visual inspection is designated as "Confidential" upon disclosure and reduced to a writing marked "Confidential" by Discloser and delivered to Recipient within a reasonable time following such initial disclosure, or (iii) in each case, where such information would have been understood by a reasonable person to be confidential based on the nature of the information and the circumstances surrounding the disclosure. Confidential Information shall not include any information that (i) was publicly known or made generally available in the public domain prior to the time disclosure by Discloser; (ii) becomes publicly known or made generally available after disclosure by the Discloser to Recipient through no action or inaction of the Recipient; (iii) Recipient can demonstrate by documentary evidence was already in the possession of Recipient without confidentiality obligations at the time of disclosure by Discloser; (iv) is obtained by the Recipient without confidentiality obligations from a third party without a breach of such third party's obligations of confidentiality; or (v) Recipient can demonstrate by documentary evidence is independently developed by Recipient without use of or reference to the Discloser's Confidential Information.
- e. **"Documentation"** means user manuals and technical notes for the Software and Hardware provided by Ivanti with respect to the use and maintenance of the Software and Hardware.
- f. **"Embedded Software"** means Software which Ivanti has embedded in or loaded onto the Ivanti equipment and any updates, upgrades, additions or replacements which are subsequently embedded in or loaded onto the equipment.
- g. **"End User"** means the person or organization that originally purchases, leases or licenses System(s) or Service Contract(s) from Ivanti or an Authorized Reseller for use in such person's or organization's own business operations and not for further distribution or sale.

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- h. **"Hardware"** means tangible systems, assemblies, components, accessories and like tangible goods that Ivanti has released for sale, including spare parts, supplied by Ivanti or Authorized Resellers.
- i. **"Hardware Replacement Support Plan"** means the Hardware replacement Technical Support options set forth at <https://support.pulsesecure.net/support-and-maintenance-guides/spare-replacement-policy/>.
- j. **"Ivanti"** means Pulse Secure, LLC, a wholly owned subsidiary of Ivanti, Inc.
- k. **"Priority 1 Problem"** means any fault in a supported System(s) that causes a catastrophic impact to End User's mission critical functionality. Examples of Priority 1 Problems include issues that cause the total loss or continuous instability of mission critical functionality such as the complete failure of an End User's production network or System(s).
- l. **"Priority 2 Problem"** means any fault in a supported System(s) that causes a significant impact to mission critical functionality. Examples of Priority 2 Problems include issues that are significantly impairing, but do not cause a total loss of mission critical functionality or intermittent issues that significantly affect mission critical functionality.
- m. **"Priority 3 Problem"** means any fault in a supported System(s) that does not impact mission critical functionality, non-repeated issues that temporarily impact mission critical functionality but have since recovered, issues seen in a test or pre-production environment that would normally cause significant adverse impact to a System(s), or Work-Around for Priority 1 or Priority 2 Problems.
- n. **"Priority 4 Problem"** means any non-conformance to Documentation that has no impact on business operations. Examples of Priority 4 Problems include information requests, standard questions on configuration or functionality of equipment, non-urgent RMA requests, or cosmetic defects.
- o. **"Problem"** means a Priority 1 Problem, Priority 2 Problem, Priority 3 Problem, or Priority 4 Problem.
- p. **"Problem Report"** means a description of the Problem encountered by End User when End User submits a request for Technical Support. Each Problem Report will include a description of how to replicate the condition that brought about the Problem whenever possible, all available diagnostic information, and a priority level as mutually determined by End User and Ivanti consistent with the Problem priority levels defined herein. End User shall submit Problem Reports consistent with the Problem Report template that can be found at <https://my.pulsesecure.net>. All Problem Reports will constitute Ivanti's Confidential Information, as defined in Section 7, irrespective of who generated the report.
- q. **"Problem Resolution"** means a resolution to a Problem that (i) causes Software and/or Hardware to substantially conform with the Documentation; and/or, (ii) restores the service and operation of the System(s) without any material loss of functionality.
- r. **"Support Center"** means the Ivanti global Support Center's web-based Technical Support available at URL: <http://www.pulsesecure.net/support> that provides: (i) Technical Support; (ii) fulfillment of the Hardware Replacement Support Plan; and (iii) End User access to a database of Software releases, technical tools, frequently asked questions, Documentation, technical notes, product information, bug reporting and resolution.
- s. **"Resolution Time"** means the estimated amount of time to resolve or develop a Work-Around for a specific Problem.
- t. **"RMA"** means the Ivanti Return Material Authorization for the proper tracking and handling of returned Hardware.
- u. **"SDD"** means a Services Description Document posted at <https://support.pulsesecure.net/services/overview/> and referencing this Agreement as governing terms for the services described herein.
- v. **"Service Contract"** means a contract for services purchasable by End User from Ivanti or its Authorized Reseller and which services are to be provided by Ivanti to the End User. Services are described in the SDDs that refer to this Agreement. For avoidance of doubt, Service Contracts do not include resident engineering, resident consultant, or other professional services involving onsite presence of Ivanti personnel. On-site professional services are excluded from Service Contracts, but may be covered under separate professional services terms and conditions. As described in applicable SDDs, a Service Contract may also include a license of Software for the Service Contract term; provided that any such Software is subject to the terms of the applicable Ivanti's End User License Agreement ("**EULA**").

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- w. **"Site"** means the physical location where System(s) are installed as specified by End User from time to time.
- x. **"Software"** means the program modules and features of the Ivanti or Ivanti-supplied Software derived from pulse secure, including any Ivanti Subscription Software applications, including updates, upgrades, and new releases of such Software, for which the End User has paid the applicable license, and/or Technical Support fees to an Authorized Reseller, or which Ivanti embedded in equipment which the End User purchased from an Authorized Reseller.
- y. **"Software Release"** means a new production version of the Software made generally available by Ivanti to End Users.
- z. **"Subscription Software"** means online Software applications provided by Ivanti on a subscription basis, which includes associated Technical Support.
- aa. **"Supported Release"** means any Software Release currently supported under Ivanti's then-current Software End of Life ("EOL") and End of Service ("EOS") Notification Policy and Procedures at <https://www.pulsesecure.net/support/eol>; provided however, that for any Perpetual License Software (as defined in the applicable SDD) licensed to a particular End User, Supported Release excludes a Major Release of that Perpetual License Software released after the End User purchased the underlying Perpetual License Software (where **"Major Release"** means one or more Software Releases of that Software product in which the version number, the "x.y" denomination, has been changed and the "x" value has been advanced from the original version).
- bb. **"System"** means the Hardware, Software and Documentation, or any part thereof, that is covered under a valid and active Services Contract purchased by End User from Ivanti or an Authorized Reseller.
- cc. **"Technical Support"** means technical support purchased from Ivanti or an Authorized Reseller but provided directly by Ivanti pursuant to the terms of Section 5 of this Agreement.
- dd. **"Work-Around"** means a temporary Problem Resolution that restores the service and operation of a System(s) without material loss of functionality. A Work-Around may consist of a Software patch or instructions on how to avoid a Problem.

2. Ivanti's Technical Support Obligations.

Upon Ivanti's acceptance of a valid purchase order from an End User or from an Authorized Reseller for any Service Contract and End User's payment of the applicable fees, End User will be entitled to receive Technical Support in accordance with the terms of this Agreement.

- a. Hardware Repair and Replacement. Ivanti will use commercially reasonable efforts to provide Hardware repair/replacement in accordance with the Hardware Replacement Support Plan purchased by End User, subject to the terms set forth in Section 4. All Hardware must be returned in accordance with Ivanti's RMA process then in effect. Ivanti is not responsible for transportation or custom delays outside of its reasonable control.
- b. Technical Support. In accordance with Section 5, Ivanti will use commercially reasonable efforts to:
- i) Provide End User access to all Supported Releases and related Documentation, upon their general commercial release, to Software that End User has licensed from Ivanti;
 - ii) Provide End User with access to Support Center staff, who will work with End User to determine an appropriate priority level for each Problem and respond to each Problem accordingly, including escalating the Problem through Ivanti's management as needed.
- c. EOL and EOS Procedures. Ivanti will provide EOL notification for discontinued Hardware and spare parts to End User, either directly or through an announcement posted on the Ivanti website, at least 180 days in advance of the EOL date. During the notification period and subject to availability, End User may continue to purchase such System(s), provided that delivery is taken within 180 days of the EOL effective date. EOL System(s) shall be repaired or replaced with similar products at Ivanti's discretion following the guidelines in the current EOS policy posted on the Ivanti website (at <https://www.pulsesecure.net/support/eol>). In the event such repair or replacement is not covered under warranty, End User will be charged Ivanti's then-standard rates.
- d. Exclusions. Ivanti is not obligated to provide Technical Support for any of the following:



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- i) third-party devices (hardware, software cabling, etc.) not provided by Ivanti or Problems associated with or arising directly or indirectly from such devices;
- ii) Problems with System(s) that has been installed or modified by any party other than (A) Ivanti or (B) a party authorized by Ivanti;
- iii) System(s) damaged, whether by fire, virus, impact, power surge or other events beyond Ivanti's reasonable control, other than through the negligence or willful misconduct of Ivanti, its agents or employees;
- iv) Problems relating to incompatibility of the System(s) with third-party devices;
- v) Problems caused by the use of the System(s) other than in accordance with applicable Documentation;
- vi) Problems caused by the misuse or abuse of the System(s) generally;
- vii) Problems with the System(s) where End User did not comply with the End User obligations specified in Section 3 or End User does not provide the required System(s) information as set forth in Section 3.f) below;
- viii) Problems with the System(s) or parts thereof that are past their EOL date, as provided herein;
- ix) Problems with Software that is not a Supported Release; or
- x) Problems with the System(s) or parts thereof that were purchased or otherwise obtained from any party other than Ivanti or an Authorized Reseller, unless such products have been inspected, repaired, and certified by Ivanti prior to the commencement of any Ivanti Services.

End User may, at its sole option, request that Ivanti provide Technical Support for one or more of the above excluded problems. If Ivanti, in its sole discretion, does attempt to resolve one or more of the above excluded problems based on End User's request, End User agrees to pay for such Technical Support at Ivanti's then-applicable rates for time and materials.

3. End User Obligations.

- a. Maintaining Supported Releases. All Software Releases provided to End User shall be subject to the terms of the license agreements that apply to the underlying Software or to amended license terms included with the Software Releases. End User is not required to install every Supported Release on End User's System(s) as they become available from Ivanti. However, End User acknowledges that in order to obtain Technical Support for Problems with Software that is not a Supported Release and which cannot be corrected by implementation of a pre-existing Work Around or Problem Resolution, it may be required to upgrade to a Supported Release to address any such Problems.
- b. Network Access. For any Problem identified as a Priority 1 Problem, End User will provide Ivanti or its authorized service representative access to the affected network environment and will assign a technical contact for Ivanti. Furthermore, if Ivanti determines that its technical personnel need access to the End User's network in order to remotely diagnose a Problem, End User will ensure that Ivanti's personnel have the necessary level of authorized access to such network. End User shall have the right to observe such access.
- c. Staffing. End User shall maintain a reasonable number of support engineers who are trained on Ivanti System(s). End User's support engineers must be proficient in the operation of the System(s) and be able to perform basic Hardware and Software configuration and troubleshooting. All communication to Ivanti's engineers regarding End User issues and responses will be conducted in English.
- d. Configuration Files. End User is responsible to maintain a backup of the configuration that can be used to restore the device.
- e. System Information. In order for Ivanti to provide the appropriate level of Technical Support promptly and efficiently, End User shall provide to Ivanti, as needed, the following information for each System under a Service Contract:
 - i) product license key or serial number;
 - ii) configuration;

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- iii) installation address; and
- iv) Site contact person.

End User shall provide the above System information at Ivanti's Technical Support portal at <https://my.pulsesecure.net>. If End User physically moves any System from the original Site to another location, End User must notify Ivanti immediately to update their Service Contract. Prior to Ivanti's receipt of such notification, Ivanti shall not be liable for any lapses in service coverage or Hardware delivery delays with respect to such System.

f. Compliance with Laws; Export Requirements. End User shall comply with all applicable laws and regulations. End User acknowledges and agrees that it and Ivanti are subject to regulation by agencies of the United States Government, including the U.S. Departments of Commerce, State and Treasury, which prohibits export or re-export of the Systems to certain countries. End User warrants that it has not received any System through any export or re-export in violation of US or other applicable laws or regulations, that it is not on any Denied Persons list or other list published by the US Government of parties to whom exports or re-exports of products subject to export controls are forbidden, that no System is located in or controlled from a Site in a Group E country (currently Cuba, Iran, North Korea, Syria or Sudan), and that it is not using any System to support activities in support of the development, manufacture or use of nuclear fuel or weapons, missiles, or chemical or biological weapons. End User further covenants that it will immediately notify Ivanti if at any time such warranties and representation become no longer accurate. Regardless of any disclosure made by End User to Ivanti of an ultimate destination of the System(s), End User warrants that End User will not export, either directly or indirectly, any System(s) without first obtaining any and all necessary approvals from the U.S. Department of Commerce or any other agency or department of the United States Government that is required. End User understands and agrees that Ivanti may impose certain restrictions on the services in order to avoid violations of export control laws. Without limiting the foregoing, End User agrees that it will identify any support request containing technology that is controlled by the Departments of Commerce, State and/or Treasury under an export classification other than EAR99 on the Commerce Control List of the Export Administration Regulations, so that Ivanti may take such steps as may be required to properly license personnel who may be involved in providing services to End User. End user agrees to accept Ivanti's online Export Notice and Acknowledgment prior to receipt of any Software Releases under this Agreement.

4. Hardware Repair/Replacement.

a. Hardware Return Procedure. In the event of Hardware failure, End User must contact Support Center for Hardware failure validation and troubleshooting. After Support Center has validated the Hardware failure, End User will receive a RMA number. To ensure proper tracking and handling of returned Hardware or parts, all Hardware returned to Ivanti must have an RMA number assigned prior to its return. Hardware returns that are improperly packaged or do not include required information and RMA numbers may not be accepted and will be returned at End User's expense.

b. Hardware Replacement. If End User has purchased a Hardware Replacement Support Plan, then Ivanti will provide replacement part(s) to End User in accordance with the Hardware Replacement Support Plan selected by End User and include a return kit with each replacement part. Provided in each return kit will be a return instruction sheet, prepaid air bill, and a reprinted return label, as applicable. End User must follow the return instructions to return the defective Hardware or parts within ten (10) Business Days of failure or pay the purchase price of replacement parts for any Hardware.

5. Technical Support.

a. Supported Releases. Ivanti will make available Supported Releases and applicable Documentation, if any, to End User as such releases become generally commercially available. Each Supported Release will include a written description of the changes included in such release, and such description will also include a discussion of the purpose or reason for releasing the Supported Release. Every Supported Release will be accompanied by written installation instructions, where applicable. End User's rights in Supported Releases are subject to the terms and conditions of the applicable EULA.

b. Access to Support Center. End User's access to the Support Center shall be by telephone or web-based. The Parties shall use reasonable efforts to establish security measures for the electronic exchange of Problem Reports and other information.

c. Web-Based Technical Support. Ivanti shall post to the Support Center website, on a regular basis, a

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report listing the following information: bugs, errors, or deficiencies in the Software, and the classification of each; any resolutions or fixes; and any available Work-Around.

d. Technical Support Procedures. For each request by End User for Technical Support from Ivanti, End User shall provide Ivanti with a Problem Report. Ivanti shall identify each discrete issue relating to a Problem Report with a unique "**Case Number**" for tracking purposes. Upon request by End User, Ivanti shall provide a "**Status Report**" on any Problem logged for End User provided that End User identifies the particular Problem by the Case Number assigned to it by Ivanti. For Problems that have been resolved, the Status Report shall include the Case Number, the closing resolution for the Problem, the expected date that a Problem Resolution will be released, and a description of any known Work-Around. For Problems that have not yet been resolved, the Status Report shall include the Case Number, a Problem Resolution plan, and a description of any known Work-Around. Each Problem logged for End User shall remain open until closure notification is received from Ivanti and accepted by End User. By mutual agreement between End User and Ivanti, Problems shall be categorized and handled according to the procedures set forth below:

i) P1 – Priority 1 Problems. If the Problem is identified as a Priority 1 Problem, then Support Center duty manager will be immediately notified of any Priority 1 Problems to ensure engagement of all appropriate resources. Ivanti and End User shall work continuously (on a 24x7x365 basis), and shall use all commercially reasonable efforts, to work with End User's dedicated resources to resolve the Priority 1 Problem until a Work-Around or a Problem Resolution is successfully implemented. If a Priority 1 Problem is not resolved within a maximum of 1 hour from the time it is classified as such by Ivanti, the Support Center will confer with the appropriate Ivanti engineering subject-matter expert. If a Problem Resolution is successfully implemented, but such Problem Resolution cannot be deployed in a System operating in End User's network without affecting service or operation, Ivanti shall use commercially reasonable efforts to provide End User with a Work-Around. If a Work-Around is successfully implemented, a Priority 1 Problem shall be reclassified to the appropriate priority level. Subject to the foregoing, Ivanti will use all commercially reasonable efforts to deliver a workaround solution within 24 hours of the Priority 1 Problem having been observed or reproduced by Ivanti.

ii) P2 – Priority 2 Problems. If the Problem is classified as a Priority 2 Problem, Ivanti and End User shall work full-time during Normal Business Hours (extending to 24 hours per day as needed), and shall use all commercially reasonable efforts, until a Work-Around or Problem Resolution is successfully implemented. If a Problem Resolution is successfully implemented, but such Problem Resolution cannot be deployed in a System operating in End User's network without affecting service or operation, Ivanti shall use commercially reasonable efforts to provide End User with a Work-Around. Subject to the preceding sentence, Ivanti will use all commercially reasonable efforts to provide a Work-Around or Problem Resolution within 5 calendar days of a Priority 2 Problem being reported to Ivanti by End User.

iii) P3 – Priority 3 Problems. If a Problem is classified as a Priority 3 Problem, Ivanti and End User shall work full-time during Normal Business Hours, and shall use all commercially reasonable efforts, until a Work-Around or Problem Resolution is successfully implemented. If a Problem Resolution is successfully implemented, but such Problem Resolution cannot be deployed in a System operating in End User's network without affecting service or operation, Ivanti shall use commercially reasonable efforts to provide End User with a Work-Around. Subject to the preceding sentence, Ivanti will use all commercially reasonable efforts to provide a Work-Around or a Problem Resolution within 30 calendar days of a Priority 3 Problem being reported to Ivanti by End User.

iv) P4 – Priority 4 Problems. Ivanti shall use commercially reasonable efforts to work with End User during Ivanti Normal Business Hours to provide information or assistance as requested. Ivanti will use all commercially reasonable efforts to provide a Work-Around, Problem Resolution or other requested assistance within 90 calendar days of a Priority 4 Problem being reported to Ivanti by End User.

Ivanti, its affiliates or other authorized third parties, shall, in accordance with the priority of the Problem set forth herein, use commercially reasonable efforts to resolve such Problem within the aforementioned Resolution Times. Resolution Times represent targets only and shall in no way be considered a guaranteed Resolution Time. The Parties acknowledge the potentially idiosyncratic nature of any Problem and agree that any sporadic failure to meet targeted times shall not constitute a breach of Ivanti's obligations under this Agreement.

6. Technical Support Fees.

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- a. Annual Fee. In consideration for the Technical Support, End User shall pay to Authorized Reseller an annual fee agreed upon by End User and Authorized Reseller. By issuing a purchase order to an Authorized Reseller for Technical Support, End User agrees to be bound by the terms and conditions of this Agreement. Notwithstanding the foregoing, the subscription fee for Subscription Software shall include Technical Support and no additional fees for virtual servers shall be required.
- b. Term and Renewal. The initial term of this Agreement shall be one (1) year and shall renew for successive one (1) year terms upon receipt and acceptance by Ivanti of a purchase order for such renewal, unless at least ninety (90) days prior to the date of renewal either Party notifies the other in writing of its intent not to renew.
- c. Subcontracting. Ivanti may subcontract with its affiliates or other third parties for the performance of any Service Contract.
- d. Purchase Orders. End User will designate the Service Contract level and the Hardware Support Plan selected in its purchase order(s) to Authorized Reseller. All purchase orders must be signed by an End User's authorized representative. Terms and conditions contained in purchase orders submitted to Authorized Reseller shall apply as between End User and such Authorized Reseller but such terms and conditions shall in no way have a binding effect on Ivanti.
- e. Payment Terms. The Parties acknowledge End User is buying pass-through Technical Support from an Authorized Reseller. End User will pay all Technical Support fees in advance to Authorized Reseller and Authorized Reseller will pay Ivanti for pass-through Technical Support purchased by End User.
- f. Reinstatement of Technical Support. If (i) the standard warranty has ended, (ii) a previously purchased Service Contract has expired, been terminated by End User or terminated by Ivanti for non-payment or (iii) there has been a transfer of the System ownership, End User must initiate a reinstatement of Technical Support at www.pulsesecure.net/support and a reinstatement fee must be paid before placing such System under a new Service Contract. The reinstatement fee is non-refundable and does not apply to the purchase of the Service Contract. System must be running a Supported Release to qualify for Technical Support. Systems that have reached EOS or are within one (1) year of EOS are not eligible for the purchase of a Service Contract. Systems that have reached the EOL announcement date will have a reduced level of services available during the five (5) year EOL timeline.
- g. Taxes. All prices payable under this Agreement are exclusive of tax. If applicable, valid exemption documentation for each taxing jurisdiction shall be provided to Ivanti prior to invoicing, and End User shall promptly notify Ivanti if their exemption is revoked or modified. All payments made by End User shall be net of any applicable withholding tax. End User will provide reasonable assistance to Ivanti by promptly providing Ivanti with valid tax receipts and other required documentation of End User's payment of any withholding taxes; applying for reduced tax rates; and notifying and assisting Ivanti in any audit or tax proceeding, related to transactions hereunder. End User shall comply with all applicable tax laws and regulations, and End User will promptly pay or reimburse Ivanti for all costs and damages related to any liability incurred by Ivanti as a result of End User's noncompliance or delay with its responsibilities herein.

7. Confidentiality Obligations.

- a. The Recipient shall not use any Confidential Information of the other Party except as necessary to support the services and the obligations specified in this Agreement.
- b. Recipient shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of Discloser. Without limiting the foregoing, the Recipient shall take at least those measures that it takes to protect its own Confidential Information of a similar nature. The Recipient shall reproduce the Discloser's proprietary rights notices on any copies of Confidential Information, in the same manner in which such notices were set forth in or on the original. Recipient shall promptly notify Discloser of any unauthorized use or disclosure of the Discloser's Confidential Information of which it becomes aware.
- c. Recipient may disclose or grant access to Discloser's Confidential Information only to those of its employees, contractors, consultants or agents that have a need to know such Confidential Information, in each case provided that such employees, contractors, consultants or agents have been notified of the confidential nature of the information and are bound by obligations of confidentiality at least as restrictive as those set forth herein. Recipient remains primarily liable to Discloser for any use or disclosure of Confidential Information in



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violation of this Agreement by its affiliates or other parties to which Recipient discloses Discloser's Confidential Information.

d. The Recipient shall not reverse engineer, disassemble, or decompile, or otherwise attempt to access or discover underlying source code or technology embodied in the System or any materials that embody Ivanti's Confidential Information or attempt to do any of the foregoing, or disclose or publish any test results, reports, or analyses of any of Discloser's technology or Confidential Information.

e. Each Party recognizes that the other Party (including its affiliates) may be engaged in the research, development, production, marketing, licensing, or sale of similar services or products to those covered under this Agreement. Such services or products may be competitive with those of the other Party and may display the same or similar functionality. Nothing in this Agreement is to be construed to prevent either Party from engaging independently in such activities except that the Recipient may not use the Discloser's Confidential Information to do so.

f. Nothing in this Agreement is intended to grant any rights to the Recipient under any patent, mask work, or copyright of the Discloser, nor shall this Agreement grant the Recipient any rights in or to the Confidential Information of the Discloser except as expressly set forth herein.

g. The confidentiality obligations herein shall survive the expiration or termination of this Agreement.

8. Proprietary Materials; Information Provided by Others.

a. Subject to the limitations set forth below in this Section 8, End User hereby grants to Ivanti, and Ivanti hereby accepts, access to and use of End User's and/or its third-party licensor's proprietary materials (the "Licensed Materials") solely for purposes of providing Technical Support pursuant to the Service Contract. End User warrants and represents that it has, or will use commercially reasonable efforts to obtain, the right and authority to grant such access to the use of all Licensed Materials to Ivanti hereunder. Ivanti shall not make any copies, distribute, reproduce, modify, transmit, reverse engineer, disassemble, decompile, or prepare derivative works, of the Licensed Materials, except as necessary to provide Technical Support and as approved by End User.

b. Ivanti agrees not to remove, obscure or obliterate any copyright notice, trademark or other proprietary rights notices placed on or contained in any Licensed Materials.

c. Ivanti will be entitled to rely on the accuracy and completeness of information prepared and/or provided by End User. Ivanti shall not be liable to End User or any third party for any injury or loss arising from errors, omissions, or inaccuracies in documents or other information that is provided by End User.

9. Limitation of Liability.

IVANTI'S LIABILITY ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID AND PAYABLE BY THE END USER FOR THE SERVICE CONTRACT THAT IS THE SUBJECT OF THE CLAIM, UP TO A MAXIMUM OF \$100,000. IN NO EVENT SHALL IVANTI HAVE ANY LIABILITY FOR ANY LOST PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM THE USE OF PRODUCT OR SERVICES PURCHASED (OR LICENSED) HEREUNDER, OR FOR ANY OTHER REASON. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. Miscellaneous.

a. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without regard to its conflicts of law principles. The United Nation's Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. The Parties agree that the state and federal courts located in Salt Lake County, Utah shall have sole and exclusive jurisdiction and venue over any matter arising out of this Agreement and each Party hereby submits itself and its property to the venue and jurisdiction of such courts. Each Party irrevocably waives any objection that it may now or hereafter have to the laying of venue of any such proceeding in such court, including any claim that such proceeding has been brought in an inappropriate or inconvenient forum. The Parties agree not to demand a trial by jury in any action, proceeding or counterclaim.

b. Entire Agreement. The terms and conditions contained in this Agreement constitute the entire

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Agreement between the Parties and supersede all previous and/or contemporaneous agreements and understandings, whether oral or written, between the Parties hereto, with respect to the subject matter of this Agreement, including but not limited to any preprinted terms on purchase orders, invoices, advertising and sales literature. Terms contained in any other documentation that purport to address the legal rights or obligations of the Parties, including without limitation terms contained in any shrink wrap, click wrap, or "click to accept" license agreements associated with the, that conflict with this Agreement shall be of no force or effect. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and shall be construed so as to best effectuate the intention of the Parties in executing it, and the Parties shall seek in good faith to agree to a substitute for the invalid provision a valid provision that most closely approximates the economic effect and intent of the invalid provision.

c. Force Majeure. Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement arising out of causes beyond its reasonable control, including but not limited to strikes, labor or work stoppages, or disputes, riots, wars or other violence, acts of terrorism, acts of civil or military authorities or a public enemy, government action or regulation or any law, order, proclamation, regulation, ordinance, demand, act or requirement of any governmental agency, or acts of God, including, but not limited to fires or other casualties or accidents, floods, explosions, severe weather conditions or earthquakes. A Party whose performance is prevented, restricted or materially interfered with shall be excused from performance so long as such Party provides the other Party with prompt written notice describing the condition that prevented, restricted or materially interfered with performance and immediately continues performance whenever and to the extent such causes are removed.

d. Assignment. End User may not transfer or assign its licenses, rights or duties under this Agreement without prior written consent from Ivanti. Ivanti may transfer or assign its rights or duties under this Agreement by change of control, operation of law or otherwise, without the consent of the End User. Any assignment in violation of the foregoing shall be void. This Agreement shall inure to the benefit of the Parties, their successors and permitted assigns.

e. Notices. All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed delivered upon personal delivery or three (3) days after deposit (i) in the U.S. mail, via certified mail, return receipt requested, postage prepaid; or

(ii) with an internationally recognized overnight courier (e.g., FedEx, DHL, UPS). All notices of communication between the Parties shall be directed to the address specified on the last page of the main body of this Agreement.

f. Amendment. This Agreement may be amended or modified only by a writing that is signed by duly authorized representatives of each Party except as defined below:

i) Ivanti may at any time modify, add, or delete any SDD or the Ivanti Services listed at <https://support.pulsesecure.net/services/overview/>; provided no such modification shall affect the terms of any Ivanti Service Contract ordered and accepted prior to the effective date of such modification, nor of any renewal of a Ivanti Service Contract that becomes effective prior to the effective date of such modification.

ii) Ivanti may at any time modify any other online policies and procedures referenced in this Agreement effective upon written or electronic notice to End User, provided no such modification shall affect the Ivanti Services under the then-current term of any Ivanti Services Contract ordered and accepted prior to the effective date of such modification.

g. Waiver. No delay or failure of either Party to enforce any provision of this Agreement will operate as a waiver of the right to enforce that or any other provision of this Agreement, nor will any single or partial exercise of any such rights preclude any other or further exercise thereof. To be effective, any waiver must be in writing and signed by the Party providing the waiver.

h. Counterparts. This Agreement may be executed contemporaneously in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one instrument and the Parties may rely on a facsimile or scanned signature to bind the other Party.

i. Relationship of the Parties. In all matters relating to this Agreement, the relationship of the Parties shall be that of independent contractors. Neither Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party. Nothing in this Agreement shall be construed



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as constituting the Parties as partners or joint venturers, or as creating the relationship of employer and employee, principal and agent, or master and servant.

j. Survival. Sections 3(f), 7, 9 and 10 as well as any other obligations which either expressly or by their nature are to continue after the termination or expiration of this Agreement, shall survive in full force and effect after the termination or expiration of this Agreement for any reason.

Component	Gold	Platinum (250+ Users)
Online Knowledge Base/ Documentation / Forums	✓	✓
Online Portal Access	✓	✓
Email & Web Support	✓	✓
Support Center Access	24x7x365	24x7x365
Maintenance Window Coverage	✓	✓
In-depth Root Cause Analysis	✓	✓
Software Releases & Updates	✓	✓
Support Notifications	✓	✓
E-Learning	✓	✓
Escalate Now	-	✓
Quarterly and Annual Business Reviews	-	✓
Skip Tier Support (Expert to Expert)	-	✓
Health Check Analysis	-	✓
Support Upgrade Recommendation	-	



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		✓
Product Issues Impact Review	Optional Add-on	✓
Targeted Response Times (Priority 1/2/3)	✓	✓
-Priority 1	1 hour	30 minutes
-Priority 2	1 hour	1 hour
-Priority 3	8 hours	4 hours
Resident Engineer	-	Optional Add-on
US Citizen Support	-	Optional Add-on
Support Account Manager	-	Optional Add-on
Keep Your Hard Drive Service	Optional Add-on	Optional Add-on

Element	Description
Support Center Access	With Support Center Technical Support, End User has unlimited access to Support Center engineers by phone or online 24x7x365. As a single point of contact for all of End User's Technical Support needs, Support Center engineers have extensive experience in supporting large-scale networks and help End User diagnose System problems and provide solutions and a Work-Around as necessary.
Software Releases	Ivanti will provide End User with access to all new Software Releases End User has licensed and paid for when such releases are made available for general public release.
Online Tools	Access to the Support Center at the URL: https://www.pulsesecure.net/support .



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Attachment A¹

Hardware Repair / Replacement Support

Return-to-Factory

With this option, End User may return, at End User's expense, a defective Ivanti product to a Ivanti repair facility where it is replaced or repaired within ten (10) Business Days. The 10-business-day period begins upon receipt of the defective unit by Ivanti at a Ivanti repair facility.

Next-Day (not available in all jurisdictions)

The Next-Day option means that Ivanti delivers advance replacements for defective Hardware on the next Business Day for replacement requests placed by 3 p.m. (15.00) local Support Center time, Monday through Friday, except Ivanti regional holidays. For countries where Ivanti does not have an in-country depot and next-business-day delivery is unavailable, Ivanti will ship the replacement part within 24 hours of the replacement authorization. Actual delivery will be subject to local customs and importation, restrictions, and transportation delays. ("Next Business Day" is defined as 12 hours a day, 5 days a week.)

Same-Day (not available in all jurisdictions)

Same-Day delivery means that Ivanti delivers advance replacements for defective Hardware or part(s), 24 hours a day, 7 days a week, within 4 hours of final diagnosis of a part failure and replacement authorization by Ivanti, to End User's physical Site if it is located within 100 miles of an authorized Ivanti parts depot.

On-site (not available in all jurisdictions)

When Support Center determines that on-site Technical Support is required, an experienced service technician who is trained on Ivanti products will be dispatched to the End User Site. Upon arrival, the technician will work under the direction of a Support Center engineer to solve the Problem(s). If required, a replacement product will already be at the Site. The technician will perform tasks as directed by Support Center, and as outlined in the existing Global Service Operations (GSO) policy "End User Onsite Service Support." Furthermore, the technician will be released from the Site upon approval of the Support Center engineer, with concurrence from the End User. The technician will assist with packing up and removing defective products.

¹Except for Return-to-Factory, all other services require pre-approval by Ivanti prior to commitment of service delivery



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Attachment B System Information

Site Information

End User Name: _____

Site Address: _____

City: _____ State: _____ Zip Code: _____

System Location (Building, Floor): _____

System List (Include all Systems to be covered at location named above)

Model Number	Quantity	Product License Key/Serial number

Authorized Contacts

Name	Phone and Fax	Email