Ivanti Subscription Professional Services Supplemental Terms

In conjunction with Your purchase of Subscription Professional Services You agree to these Supplemental Terms for Subscription Professional Services which are hereby incorporated into the End User License and Services Agreement between Ivanti and You (the "Agreement"). Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

1. Definitions

- a. "Ivanti" means the entity identified in the Agreement.
- b. "Package" means the limited quantities and types of the Subscription Professional Services catalog items available to You each quarter during the Subscription Term.
- c. "Subscription Professional Services" means any of Ivanti's deployment, consulting, training, and education services to be performed by Ivanti to the extent the services are included in the Package(s) purchased by You.
- d. "Subscription Term" means the period for which the Subscription Services are valid, as specified in the Invoice.
- 2. <u>Subscription Professional Services</u>. For the duration of the Subscription Term and subject to the terms and conditions of the Agreement and these Supplemental Terms, Ivanti grants you a non-exclusive, non-transferable, non-sublicensable right to access and utilize the Subscription Professional Services in accordance with: (i) the Documentation; and (ii) the Package(s) You have paid for. The Subscription Professional Services shall only be used and accessed for the benefit of You or Your applicable Affiliates.
- 3. <u>Delivery</u>. All Subscription Professional Services shall be performed remotely unless otherwise agreed to by the Parties in writing.
- 4. <u>Utilization of Subscription Professional Services</u>. During the Subscription Term You may only utilize the service offerings and quantities of services offerings included in the Package(s) You have purchased. You will be deemed to have "utilized" a service offering once Ivanti has received Your request and has begun performance of the Subscription Professional Services offering. If You do not utilize all of the available service offerings allotted by a Package in a given quarter, those unutilized service offerings will not roll over into the subsequent quarter. Additionally, You may only utilize service offerings in the quarter in which they are allotted and You specifically may not utilize any service offerings in advance.
- 5. <u>Packages</u>. The specific Subscription Professional Services included and currently available can be found at https://www.ivanti.com/services/subscription-services. Ivanti reserves the right to adjust the specific services offerings included in any Package at any time and without notice to You.
- 6. <u>Additional Services</u>. If You need more or different Subscription Professional Services than what are allocated under the Package(s) purchased by You, then You may purchase additional services in the form of Ivanti's time and materials and/or pre-paid packages for Professional Services. You may reach out to Your Ivanti sales representative for more details on these offerings.
- 7. <u>Fees.</u> Payment of all Subscription Professional Services fees shall be paid according to the billing schedule set forth in the applicable invoice delivered at the time of purchase and, as applicable, subsequent invoices issued during the Initial Term, which may be updated by the parties from time to time upon written notice.
- 8. <u>Term.</u> These Supplemental Terms shall apply upon purchase of Subscription Professional Services and shall remain in force until the Subscription Term has expired or been terminated.

9. Revisions. Ivanti may revise these Supplement Terms for Subscription Professional Services from time to time by publishing such updates at https://www.ivanti.com/company/legal/subscription-professional-services. If Ivanti makes any revision that includes a material change to these Supplement Terms Subscription Professional Services during Your current Subscription Professional Services term (each a "Change"), Ivanti shall give you notice of such Change. You shall have thirty (30) days to object to any such Change by written notice to Ivanti, otherwise you agree to accept the Change and incorporate any such Change into the Agreement. If you reject the Change on a reasonable basis, the Parties shall work together in good faith to come to a mutual resolution of the issues.