SOFTWARE LICENSE AND SUPPORT AGREEMENT (v11113)

PLEASE READ THIS AGREEMENT BEFORE USING ANY SAILPOINT SOFTWARE OR SERVICES. BY DOWNLOADING, INSTALLING OR USING ANY SAILPOINT SOFTWARE OR SERVICES YOU ("the Customer") SIGNIFY ACCEPTANCE OF AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE OR SERVICES. IF THE PARTIES HAVE A FULLY EXECUTED AGREEMENT THAT EXPRESSLY GOVERNS ORDERS FOR SAILPOINT SOFTWARE AND SERVICES, SUCH AGREEMENT SHALL SUPERSEDE THIS AGREEMENT.

This Software License and Support Agreement ("**Agreement**") is entered into between Customer and SailPoint Technologies, Inc. a Delaware corporation ("**SailPoint**"), with its principal place of business at 11305 Four Points Dr. Suite 100, Austin, Texas 78726. SailPoint and Customer agree that the following terms and conditions will apply to the licenses and services provided under this Agreement and Orders placed thereunder.

SailPoint and Customer agree that the following terms and conditions will apply to the licenses and services provided under this Agreement and Orders attached hereto.

1. **Definitions**

    a. **"Affiliate"** is an entity that controls, is controlled by or shares common control with SailPoint or Customer, where such control arises from either (a) a direct or indirect ownership interest of more than 50% or (b) the power to direct or cause the direction of the management and policies, whether through the ownership of voting stock by contract, or otherwise, equal to that provided by a direct or indirect ownership of more than 50%.

    b. **"Documentation"** means the written documentation relating to the Software delivered by SailPoint to Customer with the Software.

    c. **"Identity Cube"** means a unique collection of identities for an individual that will be managed by SailPoint IdentityIQ for the purposes of certifying user access, enforcing access policy, monitoring user, or modeling user risk. These identities may be physically or logically maintained in a single repository or in separate physical or logical repositories. Although Identity Cubes for user accounts that have been deactivated may remain in the identity management system, those inactive Identity Cubes will not be included in the number of Identity Cube licenses in use by Customer.

    d. **"Order"** means the document(s) by which Customer orders Software licenses and/or services pursuant to this Agreement. An Order may consist of either (a) a schedule, statement of work, or quotation, that has been signed by both Customer and SailPoint, and/or (b) if applicable, a purchase order issued by Customer pursuant to this Agreement that has been expressly accepted in writing by SailPoint. Orders placed with a Customer purchase order only and all Orders placed through a Partner shall be governed solely by the terms of this Agreement.

    e. **"Partner"** means a reseller or distributor that has an agreement with SailPoint that authorizes them to resell SailPoint software and/or services.

    f. **"Software"** means the computer software programs specified in Schedule A hereto, in object code format, and their related materials, which include updates, modifications, new releases, and Documentation.

2. **Grants.**

    2.1 License Grant. Subject to the terms and conditions of this Agreement, SailPoint grants to Customer a non-exclusive, non-transferable license (except as otherwise set forth herein) to (a) install, execute, copy, display or otherwise use the Software in machine readable format solely for internal use and solely for the number of Identity Cubes specified on an Order and (b) use the Documentation solely for use with the Software. Customer may make a reasonable number of copies of the Software in machine-readable form solely for archive or backup purposes in accordance with Customer's standard archive or backup policies and procedures. Use of such Software greater than the number of Identity Cubes paid for is prohibited and any such use will be subject to additional license and Support and Maintenance fees.

    2.2 Third Party Use. The Software may only be used by employees of Customer or contractor/agents of Customer who are acting on behalf of Customer by providing implementing, consulting or outsourcing services and are under a written agreement with Customer that will protect SailPoint's Software similar to the protections and restrictions stated under this Agreement.

3. **Title and Restrictions**

    3.1 Title and Copyright. This Agreement confers no ownership rights to Customer and is not a sale of any rights in the Software, the Documentation, or the media on which either is recorded or printed. Customer does not acquire any rights, express or implied, in the Software or the Documentation, other than those rights as a licensee specified in this Agreement. All Software and Documentation furnished by SailPoint, and all copies thereof made by Customer and all compilations, derivative products, programmatic extensions, patches, revisions, and updates made by either party, and any, patent rights, copyrights, trade secrets, trademarks, trade names, service marks, designs or design marks or proprietary inventions, designs and information included within any of the items described above are and shall remain the property of SailPoint or SailPoint's licensors, as applicable. Customer agrees not to claim or assert title to or ownership of the Software or the Documentation. Customer will not remove or alter any

copyright or proprietary notice from copies of the Software or the Documentation and copies made by or for Customer shall bear all such copyright, trade secret, trademark and any other intellectual property right notices on the original copies.

3.2 Restrictions. Customer will not, nor allow any third party to reverse engineer, decompile or attempt to discover any source code or underlying ideas or algorithms of any Software. Except as mutually agreed to in writing as an exception under this Agreement, Customer will not, nor allow any third party to modify, lease, lend, use for timesharing or service bureau purposes or otherwise use or allow others to use Software for the benefit of any third party. Customer agrees to promptly report to SailPoint any violations of these provisions by Customer's employees, consultants or agents of which Customer is aware.

4. Orders and Delivery

4.1 Software Orders. This Agreement may include an initial schedule or Order (which shall be attached hereto and incorporates the terms of this Agreement by reference). Customer may purchase additional Software licenses and/or services by executing a follow-on Order as mutually accepted by the parties. In the event Customer does not issue a purchase order, a new Order shall be executed by Customer and SailPoint to evidence such Order. A purchase order issued by Customer shall be in writing and identify the Software being ordered, the shipping and invoicing locations, and shall be subject to acceptance by SailPoint. Standard or printed terms contained in any purchase order or sales confirmation are deemed rejected and mere commencement of work or payment against such forms shall not be deemed acceptance of the terms.

4.2 Delivery. SailPoint shall fulfill orders by delivering Software and Documentation via electronic download, subject to the receipt of all required documentation, including any required export and import permits. Customer's Order shall be considered delivered on the date that SailPoint emails instructions for downloading the Software and Documentation to Customer. Thereafter, Customer shall be responsible for and bear all expenses (including taxes) related to making the permitted number of copies and distributing such copies as permitted in this Agreement. Customer will be the importer of record for the Software.

5. Price and Payment

5.1 Price. The fees for Software, Professional Services (defined below), and Support and Maintenance Services are set forth in Schedule A and/or in an Order. The fees required to be paid hereunder do not include any amount for taxes, duties or import/export fees. If withheld by a government entity, Customer shall reimburse SailPoint and hold SailPoint harmless for all sales, use, VAT, excise, property, or other taxes or levies, duties or import/export fees which SailPoint is required to collect or remit to applicable tax authorities (including any interest or penalties thereon). Unless Customer provides SailPoint a valid exemption certification from the applicable taxing authority, Customer shall pay to SailPoint or its agents the amount of any such tax.

5.2 Payment. Unless otherwise stated in Schedule A, Customer agrees to pay SailPoint (or if applicable, the Partner) all fees due hereunder net thirty (30) days from date of invoice. Customer will be invoiced promptly following delivery of the Software or prior to the commencement of any Support and Maintenance renewal period. All fees are in U.S currency. Customer obligations to pay all accrued charges shall survive the expiration or termination of this Agreement.

6. Training, Support and Maintenance, and Professional Services

6.1 Training Services. SailPoint will provide Training Services on a per-quote basis as requested by Customer. Customer shall approve SailPoint's quote prior to the commencement such Training Services. SailPoint will invoice Customer monthly as such services are provided. Unless otherwise stated, the Training Services shall exclude travel and living expenses.

6.2 Support and Maintenance Services. Subject to Customer's payment of the applicable fees, SailPoint shall provide annual Support and Maintenance Services to Customer in accordance with the terms and conditions set forth in Schedule B. The fees for initial Support and Maintenance Services are set forth in Schedule A. Support and Maintenance Services and associated documentation will be provided in the English language.

6.3 Professional Services. The following terms and conditions shall apply to professional services ("Professional Services") supplied by SailPoint to Customer. Customer may purchase Professional Services from SailPoint to be performed on a time and material basis.

a. <u>Scope of Professional Services</u>. Professional Services will be documented in a Statement of Work ("SOW"). The Software provided under this Agreement is not custom software but is standard commercial software and the scope of Professional Services provided hereunder shall consist solely of (i) program planning, (ii) Software deployment assistance, (iii) interface adapter efforts, and/or (iv) formal or non-formal software training. Professional Services provided to Customer by SailPoint shall not constitute works for hire.

b. <u>Term of Professional Services</u>. Professional Services will begin and terminate on the dates or times defined in a SOW which has been mutually agreed to by Customer and SailPoint in writing, unless earlier terminated in accordance with this Agreement.

c. <u>Fees and Expenses</u>. Fees for Professional Services are defined in a SOW or an Order. Invoices may be published on a monthly basis for Professional Services actually performed or in accordance to the payment schedule mutually agreed to and documented in the SOW or Order. Professional Services fees exclude reasonable expenses for travel, food and lodging, directly related to the performance of Professional Services. All actual and reasonable expenses for travel, food and lodging, directly related to the performance of Professional Services shall be paid by Customer.

d. Termination or delay of Professional Services. Professional Services may be terminated by Customer by giving ten (10) days prior written notice to SailPoint; termination shall be effective ten (10) days after SailPoint's receipt of such notice. If Customer delays the scheduled start of contracted Professional Services, Customer shall reimburse SailPoint for any actual costs incurred due to such delay. If Customer terminates Professional Services before the end of the Term of Professional Services engagement, Customer shall pay SailPoint for Professional Services completed prior to the effective termination date and reasonable and actual subcontractor costs incurred by SailPoint as a result of such delay or termination.

e. SailPoint Proprietary Information. All SailPoint Proprietary Information and all right, title and interest, including without limitation, all patents, copyrights, and trade secret rights anywhere in the world, and all other intellectual property and rights in connection therewith shall be the sole property of and remain with SailPoint or its licensors, as applicable. SailPoint Proprietary Information includes, but is not limited to, Software and related documentation and any modifications thereto developed in whole or in part by Professional Services. Except for the license use rights otherwise expressly provided in this Agreement, no right, title or interest in SailPoint Software is granted hereunder.

f. Independent Contractors. SailPoint is an independent contractor and is solely responsible for all taxes, withholdings, and other similar statutory obligations including, but not limited to Worker's Compensation Insurance. Nothing herein shall form or be construed to form a joint venture or partnership.

g. Performance Standards. SailPoint's performance of Professional Services under this Agreement will be conducted with standards of practice common in the industry for such services. SailPoint will comply with all applicable laws and Customer privacy, customer information, network and safety rules, guidelines and policies, in the course of performing Professional Services.

h. Consent to Subcontract. Customer hereby consents for SailPoint to subcontract Professional Services to persons or companies qualified and certified by SailPoint to provide services on SailPoint's behalf.

7. Software Warranty and Conditions.

7.1 Product Warranty. SailPoint warrants that the Software will materially conform to the accompanying Documentation for a period of ninety (90) days from the date of initial delivery. If during the warranty period the Software does not materially conform to the Documentation, then Customer's exclusive remedy under this provision will be to have SailPoint, at SailPoint's expense and option, either repair, replace, or refund the amount paid by Customer for the nonconforming Software. If refunded, Customer's license the use of the defective Software shall be terminated and the defective Software shall be returned to SailPoint. SailPoint does not warrant that the operation of the Software will be uninterrupted or error free, or that all software defects can be corrected. This warranty shall not apply if: (a) the Software is not used in accordance with SailPoint's instructions; (b) the Software defect has been caused by any of Customer's malfunctioning equipment or Customer provided software; or (c) Customer has made modifications to the Software not expressly authorized in writing by SailPoint.

7.2 Warranty Disclaimer. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND IS THE ONLY WARRANTY GRANTED BY SAILPOINT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION OR THE SERVICES. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, ORAL OR WRITTEN, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, REGARDING THIS AGREEMENT OR ANY SOFTWARE LICENSED HEREUNDER. SAILPOINT DOES NOT WARRANTY UNINTERUPTED OR ERROR-FREE OPERATION OF THE PRODUCTS.

8. Intellectual Property Indemnification.

8.1 SailPoint shall hold Customer harmless from liability to third parties resulting from infringement by the Software of any United States patents issued before delivery of such Software or any copyright or misappropriation of any trade secret, provided SailPoint is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement. SailPoint will not be responsible for any settlement it does not approve in writing.

8.2 The foregoing obligations do not apply with respect to Software or portions or components thereof (i) not supplied by SailPoint, (ii) made in whole or in part in accordance to Customer specifications, (iii) that are modified by Customer after delivery (iv) combined with other products, processes or materials where the alleged infringement relates to such combination which were unauthorized by SailPoint, (v) where Customer continues use of the infringing Software following SailPoint's supplying a modified, amended or replacement version of the Software, or (vi) where Customer's use of such Software is not strictly in accordance with this Agreement. Customer will reimburse SailPoint for any reasonable out of pocket expenses incurred by SailPoint if the cause of the infringement is attributable to Customer's actions as stated in this paragraph.

8.3 In the event of such a claim, action or allegation being brought or threatened or in the event an injunction is issued or threatened, SailPoint may, at its option and expense, either procure for Customer the right to continue to use the Software, modify or replace the Software so as to avoid infringement, or accept the return of the infringing Software and return the license fee paid for such infringing Software.

THE PROVISIONS OF THIS SECTION SET FORTH SAILPOINT'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS AND/OR PROPRIETARY RIGHTS OF ANY KIND.

9. Limitation of Liability

9.1 Liability Limit. IN NO EVENT SHALL EITHER PARTY (INCLUDING SUCH PARTY'S SUBCONTRACTORS, AGENTS, SUPPLIERS, DIRECTORS OR EMPLOYEES) BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, RELIANCE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS OR OTHER SIMILAR PECUNIARY LOSS) WHETHER ARISING FROM CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY PURSUANT TO THIS AGREEMENT EXCEED THE LICENSE FEES PAID AND/OR PAYABLE BY CUSTOMER TO SAILPOINT UNDER THIS AGREEMENT. FOR MAINTENANCE SERVICES OR A PRODUCT SUBJECT TO RECURRING FEES, THE LIABILITY SHALL NOT EXCEED THE AMOUNT PAID AND/OR OWED (AS APPLICABLE) FOR SUCH MAINTENANCE SERVICE OR PRODUCT DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

9.2 Exceptions. NOTWITHSTANDING THE FOREGOING, NO LIMITATION OF EITHER PARTY'S LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY TO (I) DAMAGES ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (II) DAMAGES ARISING FROM INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS OR (III) CLAIMS FOR DEATH, BODILY INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY THE NEGLIGENCE OF SUCH PARTY OR ITS EMPLOYEES, SUBCONTRACTORS OR AGENTS.

10. Confidentiality

10.1 Treatment of Confidential Information. Each party acknowledges that in the course of this Agreement it may be entrusted with information from the other and agrees that it shall use best efforts to protect the confidentiality thereof. "Confidential Information" means all information disclosed by one party ("disclosing party") to the other party *("receiving party")*, before or after the date of this Agreement, and generally not publicly known, whether tangible or intangible and in whatever form or medium provided, as well as any information generated by the receiving party to the extent that it contains, reflects, or is derived from Confidential Information. Confidential Information of SailPoint includes, without limitation, the Software and Documentation. The terms and conditions of this Agreement are Confidential Information; however, the existence of this Agreement is not Confidential Information. The receiving party shall retain the Confidential Information of the disclosing party in confidence and shall use and disclose it solely for the purpose of, and in accordance with, this Agreement. The receiving party shall only disclose Confidential Information of the disclosing party to those of its employees with a need to know such Confidential Information and who have been informed of the obligations of confidence and have agreed in writing to preserve the confidentiality of such information under terms and conditions no less restrictive than those set forth herein. The receiving party shall use the same degree of care as it uses to protect its own confidential information of a similar nature, but no less than reasonable care, including, without limitation, securing all servers, drives or media on which the Confidential Information, Software and Documentation are installed or maintained to prevent the unauthorized use or disclosure of Confidential Information.

10.2 Exclusions. The receiving party shall not be bound by any obligations restricting disclosure and use set forth in this Agreement with respect to Confidential Information, or any part thereof, which; (i) was lawfully known to the receiving party prior to disclosure; (ii) was lawfully in the public domain prior to its disclosure, or becomes publicly available other than through a breach of this Agreement; (iii) was disclosed to the receiving party by a third-party, provided that such third-party is not in breach of any confidentiality obligation in respect of such information; or (iv) is independently developed by the receiving party.

10.3 Required Disclosure. If the receiving party is compelled pursuant to legal, judicial, or administrative proceedings, or otherwise required by law, to disclose Confidential Information, the receiving party shall use reasonable efforts to (i) seek confidential treatment for such Confidential Information, and (ii) provide prior notice to the disclosing party to allow the disclosing party to seek protective or other court orders.

11. Term and Termination

11.1 Termination. This Agreement, or a license granted hereunder, may be terminated (i) by mutual agreement of SailPoint and Customer, (ii) by either party if the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days following receipt of breach notice, or (iii) by either party if the other party becomes insolvent or is adjudged as bankrupt; makes an assignment for the benefit of creditors; has a receiver appointed; or files a petition of bankruptcy.

11.2 Effect of Termination. Upon termination of this Agreement or expiration or termination of a license, all rights granted to Customer for the applicable license(s) shall cease and Customer shall immediately: (i) cease using the applicable Software and Documentation, (ii) return the applicable Software to SailPoint together with all Documentation and other materials associated with the Software and all copies of any of the foregoing, or destroy such items, (iii) cease using the Maintenance Services associated with the applicable License(s), (iv) give SailPoint a written certification that Customer has complied with all of the foregoing obligations, and (v) in case of termination due to an uncured Customer breach, Customer will pay SailPoint or the applicable Partner all amounts due and payable.

11.3 Survival. Upon termination of this Agreement, all of the parties' respective rights and obligations hereunder shall cease, except that Sections entitled: "Title and Restrictions", "Payment", "Warranty Disclaimer", Intellectual Property Indemnification", "Limitation of Liability", "Confidentiality", "Effect of Termination", and "General" Sections of this Agreement, shall survive such termination.

12. General

12.1 U.S. Government Restriction Rights. The Software is provided with "RESTRICTED RIGHTS." Use of the Software by the U.S. Government constitutes acknowledgment of SailPoint's proprietary rights in it. The Software is a "commercial item" under FAR 12.201. Consistent with FAR section 12.212 and DFARS section 227.7202, any use, modification, reproduction, release, performance, display, disclosure or distribution of the Software or Documentation by the U.S. government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted herein

12.2 Regulatory/Export Compliance. Customer acknowledges and agrees that the Products are subject to the export control laws, rules, regulations, restrictions and national security controls of the United States and other applicable foreign agencies (the **"Export Controls"**), and agrees not to export or re-export, or allow the export or re-export of the Products or any copy, portion or direct product of the foregoing in violation of the Export Controls. Customer hereby represents that (i) Customer is not an entity or person to which shipment of Products is prohibited by the Export Controls; and (ii) Customer will not export, re-export or otherwise transfer the Products to (a) any country subject to a United States trade embargo, (b) a national or resident of any country subject to a United States trade embargo, (c) any person or entity to which shipment of Products is prohibited by the Export Controls, or (d) anyone who is engaged in activities related to the design, development, production, or use of nuclear materials, nuclear facilities, nuclear weapons, missiles or chemical or biological weapons.

12.3 Severability. Should any provision of this Agreement be invalid, ineffective, or unenforceable, under present or future laws, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12.4 Notice. Notices to either Party shall be in writing to the address indicated in this Agreement (or as later amended) and deemed effective when received.

12.5 Assignment. Neither party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, and any such prohibited assignment shall be null and void. Notwithstanding the foregoing, (a) either party may assign this Agreement to any party that acquires all or substantially all of its related business by merger, sale of stock or assets, or a similar transaction, and (b) SailPoint may subcontract its obligations hereunder to a third party, provided that SailPoint shall remain liable for any breach thereof.

12.6 Entire Agreement. This Agreement and the schedules or exhibits attached hereto or incorporated by reference, constitute the entire agreement between the parties on the subject matter hereof and supersede all prior agreements, communications and understandings of any nature whatsoever, oral or written including any shrink wrap license included with the Software. This Agreement may not be modified or waived orally and may be modified only in writing signed by duly authorized representatives of each party.

12.7 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles.

12.8 Injunctive Relief; Attorneys' Fees. Each party acknowledges and agrees that in the event of a material breach of this Agreement, including but not limited to a breach of the "Title and Restrictions" or "Confidentiality" Sections of this Agreement, the non-breaching party shall be entitled to seek immediate injunctive relief, without limiting its other rights and remedies. If any legal action is brought to enforce any rights or obligations under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, court cost and other collection expenses, in addition to any other relief it may be awarded.

12.9 Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, communication line failures, and power failures. Nothing in the foregoing shall be deemed to relieve Customer or its Affiliates of its obligation to pay fees owed under this Agreement.

12.10 Deployment Verification. Upon reasonable advance notice to Customer and on a non-interference basis with Customer's normal business operations, SailPoint has the right to verify the quantity of Software Customer has placed into use under this Agreement. Such verification shall not be conducted more frequently than once per year unless agreed otherwise in an Order.

12.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one Agreement.

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SCHEDULE A

SOFTWARE & PRICE SCHEDULE

This Schedule A documents the software licenses and services being purchased by Customer from SailPoint under the terms and conditions of the Agreement. In the event of a conflict between the Agreement and this Schedule, the terms of this Schedule shall control.

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SUPPORT AND MAINTENANCE

1. Support and Maintenance Services
Customer shall be entitled to purchase Support and Maintenance Services at an annual rate as stated in Section 4 below. Support and Maintenance Services entitles Customer to the following:

     (a)   Telephone or electronic support in order to help Customer locate and correct problems with the Software.

     (b)   Bug fixes and code corrections to correct Software malfunctions in order to bring such Software into substantial conformity with the operating specifications.

     (c)   All extensions, enhancements and other changes that SailPoint, at its sole discretion, makes or adds to the Software and which SailPoint furnishes, without charge, to all other licensees of the Software who are enrolled in Software Support and Maintenance.

     (d)   Replacement of the Software at no charge if the media becomes destroyed or damaged so that the Software becomes unusable.

     (e)   Up to three (3) dedicated contacts designated by Customer in writing that will have access to support services.

2. Response and Resolution Goals
- "Problem" means a defect in Software as defined in SailPoint's standard Software specification which significantly degrades such Software.
- "Fix" means the repair or replacement of Software component to remedy Problem.
- "Workaround" means a change in the procedures followed or data supplied by Customer to avoid a Problem without substantially impairing Customer's use of the Software.
- "Respond" means acknowledgement of Problem received containing assigned support engineer name, date and time assigned, and severity assignment.

Problem Severity	*Response Goals*	*Resolution Goals*
1. The production system is creating a significant impact to the Customer's business function preventing that function from being executed.	SailPoint will Respond within 2 business hours.	Upon confirmation of receipt, SailPoint support personnel begins continuous work on the Problem, and a customer resource must be available at any time to assist with problem determination. Customer Support will provide reasonable effort for Workaround or Fix within 24 hours, once the Problem is reproducible or once we have identified the Software defect. SailPoint may incorporate Fix in future release of software.
2. The production system or application is moderately affected. There is no workaround currently available or the workaround is cumbersome to use.	SailPoint will Respond within 4 business hours.	Customer Support will provide reasonable effort for Workaround or Fix within 7 business days, once the Problem is reproducible. SailPoint may incorporate fix in future release of software.
3. The production system or application issue is not critical: no data has been lost, and the system has not failed. The issue has been identified and does not hinder normal operation, or the situation may be temporarily circumvented using an available workaround.	SailPoint will Respond within 8 business hours.	Customer Support will provide reasonable effort for Workaround or Fix within 10 business days, once the Problem is reproducible. SailPoint may incorporate Fix in future release of software.
4. Non-critical issues, general questions, enhancement requests, or the functionality does not match documented specifications.	SailPoint will Respond within 24 business hours.	Resolution of Problem may appear in future release of software.

3. Accessing Support
Customer Support offers several ways to resolve any technical difficulties. In addition to online help in the Software, which can be accessed by clicking the "Help" tab when logged into the Software, function-specific help information can also be accessed throughout the Software using the '?' option.

The online support center (www.sailpoint.com/support) is available 24x7 for self-service technical assistance including:
- Downloading software updates and patches
- Logging tickets and viewing status of previously submitted tickets
- Viewing updates to supported platforms and hardware

- Accessing product documentation, technical articles, and FAQs

The support email address is support@sailpoint.com. The support phone number is 512-346-2000 or 1-888-472-4578.

4. Annual Support and Maintenance Services Prices
The initial term of Standard Support and Maintenance Services shall be twelve (12) months from the date of delivery. Support and Maintenance Services are offered on an annual subscription basis thereafter at the rates specified below. Support and Maintenance Services fees may increase in subsequent years but will increase no more per annum than 5% or the CPI rate, whichever is the lesser of the two.

Standard Support & Maintenance Business Hours Coverage (Monday-Friday, 8am-6pm CT excluding U.S. Holidays)	20% per year of the total price of all Software licensed hereunder or the fee listed below, whichever is greater: - $20,000 if one IdentityIQ Module is purchased - $30,000 if two IdentityIQ Modules are purchased - $35,000 if three or more IdentityIQ Modules are purchased
Premium Support & Maintenance Severity 1 coverage 24 hours per day, 7 days a week All other issues Business Hours Coverage Accelerated response times for Severity 1 issues (1 hour) and Severity 2 issues (2 business hours)	25% per year of the total price of all Software licensed hereunder or the fee listed below, whichever is greater: - $25,000 if one IdentityIQ Module is purchased - $37,000 if two IdentityIQ Modules are purchased - $44,000 if three or more IdentityIQ Modules are purchased

5. Scope of Coverage. The same level of Support and Maintenance Services shall apply to all licensed Software at the installation site and Customer shall keep all licensed Software it has acquired at an installation site under current contracted Support and Maintenance Services in order to receive the maintenance update services.

6. Support Renewal. For each subsequent year after the first year Support and Maintenance Services term, the obligation to provide Support and Maintenance Services as described above will continue and Customer's obligation to pay the current Support and Maintenance Services charges then in effect shall be automatically renewed on the anniversary date of the Software delivery hereunder. Unless cancelled by Customer upon thirty (30) days prior written notice, Customer will be invoiced for annual Support and Maintenance Services for subsequent years thirty (30) days prior to the expiration of the annual Support and Maintenance Services period.

7. Cancellation. Customer may cancel its subscription for Support and Maintenance Services effective as of the next anniversary by written notice received thirty (30) days prior to the annual renewal date.

8. Reinstatement. Customer may reinstate Support and Maintenance Services at a later time by paying the annual Support and Maintenance Services fee current at the time of reinstatement plus a fee equal to the then current Support and Maintenance Services fees for the Software times the number of annual periods the Support and Maintenance Services subscription was interrupted.

9. Additional Support Contacts. Standard and Premium Support and Maintenance Services include three (3) Customer designated support contacts. These support contacts must utilize support in one geographic time zone and must be seeking support for a common instance of the Software. Two (2) additional support contacts may be purchased for a fee of Thirty Thousand US Dollars ($30,000 USD) per year. Additional support contacts must be purchased if: i) support contacts are required in more than one geographic time zone or ii) additional production instances of the Software are deployed for an affiliate, business unit, division or other group as allowed under the license.

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