



**SAILPOINT TECHNOLOGIES, INC.**

**MUTUAL NONDISCLOSURE AGREEMENT**

This Mutual Nondisclosure Agreement (this "**Agreement**") is between SailPoint Technologies Inc. having offices at 11305 Four Points Dr., Suite 100, Austin, TX 78726 ("SailPoint") and located at ("Company"). The parties intend to exchange confidential information in furtherance of the Business Purpose set forth below.

**BUSINESS PURPOSE:** Exploration and evaluation of identity governance software technology from SailPoint.

1. Confidentiality. Each party will (a) use the same means it uses to protect its own confidential information, but in any event not less than reasonable means, to prevent the disclosure and protect the confidentiality of all information, whether oral or written, communicated to it by the other party in connection with the Business Purpose (the "**Confidential Information**"), and (b) use the disclosing party's Confidential Information only in connection with the Business Purpose. Each party will advise its employees, officers, directors, advisors, consultants, accountants, counsel and agents who receive any of the other party's Confidential Information of its confidential nature and cause them to maintain the confidentiality thereof, and to use such Confidential Information, in accordance with this Agreement. With respect to any particular Confidential Information, the receiving party's obligations under this Agreement will expire three (3) years after the receiving party's receipt of that Confidential Information. Neither party will make or issue, or cause to be made or issued, any announcement or statement regarding activities under this Agreement for dissemination to the general public or any third party without the prior written consent of the other party. Neither party makes any representations nor warranties, express nor implied, with respect to any of its Confidential Information. Neither party is obligated to disclose any of its Confidential Information to the other party. Nothing contained in this Agreement will be construed as granting or conferring any rights by license or otherwise to either party under any patent, copyright, trade secret or other intellectual property right, nor shall this Agreement grant either party any rights in either party's Confidential Information, except for the use of such Confidential Information as expressly provided in this Agreement. Neither party will transfer, transmit, export or re-export any documents, information, software, technical data or technology received by such party under this Agreement in violation of any export control laws or regulations.

2. Exclusions. Confidential Information will not include information which (a) was or becomes generally available to the public other than as a result of disclosure by the receiving party to the public or any third party in violation of this Agreement, (b) becomes available to the receiving party from a source other than the disclosing party, provided that the receiving party has no reason to believe that such source is itself bound by a confidentiality or nondisclosure agreement with the disclosing party or otherwise prohibited from disclosing such Confidential Information by a legal, contractual or fiduciary obligation, (c) was rightfully in the receiving party's possession prior to receipt from the disclosing party, or (d) is independently developed by the receiving party without the use of the disclosing party's Confidential Information. In addition, if either party is required to disclose any of the other party's Confidential Information by a court, governmental agency or law, such party will provide written notice to the other party regarding the required disclosure promptly upon receipt of notice of the required disclosure and will make no disclosure in excess of such required disclosure.

3. Termination and Return of Information. The provision of Confidential Information and discussions held in connection with the Business Purpose will not prevent either party from pursuing similar discussions or transactions with third parties, or obligate either party to continue discussions with the other party or to take, continue or forego any action relating to the Business Purpose. Any proposals, estimates or forecasts provided by either party to the other party will not constitute commitments. Either party may terminate discussions regarding the Business Purpose at any time, without any liability or obligation whatsoever, except as expressly set forth in this Agreement. Upon the earlier of termination of discussions regarding the Business Purpose or the written request of the disclosing party, the receiving party will return all copies of the disclosing party's Confidential Information or certify in writing that all copies thereof have been destroyed.

4. Remedies. Upon any actual or threatened violation of this Agreement by the receiving party, the disclosing party may be entitled to preliminary and other injunctive relief against such violation, in addition to any other rights or remedies that the disclosing party may have at law or in equity.

5. Miscellaneous. Neither party will act or have authority to act as an agent of the other party for any purpose whatsoever. This Agreement will be governed by and construed in accordance with the laws of the State of Texas. This Agreement will be binding on the parties and their successors and assigns. This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement may be modified only by a written instrument executed by the parties.

**SailPoint and Company agree to be bound by this Agreement, effective as of the date this Agreement is executed by SailPoint.**

**SailPoint Technologies Inc.**

**Company:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please Print)

Name: \_\_\_\_\_  
(Please Print)

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

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

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

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