

SOFTWARE AS A SERVICE AGREEMENT (V.090415)

PLEASE READ THIS AGREEMENT BEFORE USING SAILPOINT'S SERVICES. BY ACCESSING OR USING SAILPOINT'S IDENTITY MANAGEMENT SOFTWARE AS A SERVICE OFFERING ("SaaS"), 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 ACCESS OR USE THE SaaS SERVICES. IF THE PARTIES HAVE A FULLY EXECUTED AGREEMENT THAT EXPRESSLY GOVERNS ORDERS FOR SAILPOINT'S SOFTWARE AS A SERVICE OFFERING, SUCH AGREEMENT SHALL SUPERSEDE THIS AGREEMENT.

This Software as a Service Agreement ("**SaaS 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., Bldg. 2, Suite 100, Austin, Texas 78726. SailPoint and the Customer agree that the following terms and conditions will apply to the services provided under this Agreement and any Orders placed thereunder.

The parties hereby agree to the following terms:

1. DEFINITIONS

"**Administrator User**" means each Customer employee designated by Customer to serve as technical administrator of the SaaS Services on Customer's behalf. Each Administrator User must complete training and qualification requirements reasonably required by SailPoint.

"**Documentation**" means the user guides, online help, release notes, training materials and other documentation provided or made available by SailPoint to Customer regarding the use or operation of the SaaS Services.

"**Host**" means the computer equipment on which the Software is installed, which is owned and operated by SailPoint or its subcontractors.

"**Identity Cube**" means a unique collection of identity data for an individual that will be granted access to and/or managed by the SaaS Services for the purposes of providing single sign-on, managing passwords or certifying user access. Identity data 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.

"**Maintenance Services**" or "Support and Maintenance Services" means the support and maintenance services provided by SailPoint to Customer pursuant to this SaaS Agreement and Exhibit B.

"**Other Services**" means all technical and non-technical services performed or delivered by SailPoint under this SaaS Agreement, including, without limitation, implementation services and other professional services, training and education services but excluding the SaaS Services and the Maintenance Services. Other Services will be provided on a time and material basis at such times or during such periods, as may be specified in a Schedule and mutually agreed to by the parties. All Other Services will be provided on a non-work for hire basis.

"**Schedule**" is a written document attached to this SaaS Agreement under Exhibit A or executed separately by SailPoint and Customer for the purpose of purchasing SaaS Services under the terms and conditions of this SaaS Agreement

"**Software**" means the object code version of any software to which Customer is provided access as part of the Service, including any updates or new versions.

"**SaaS Services**" refer to the specific SailPoint's internet-accessible service identified in a Schedule that provides use of SailPoint's identity/access management Software that is hosted by SailPoint or its services provider and made available to Customer over a network on a term-use basis.

“**Subscription Term**” shall mean that period specified in a Schedule during which Customer will have on-line access and use of the Software through SailPoint’s SaaS Services. The Subscription Term shall renew for successive 12-month periods unless either party delivers written notice of non-renewal to the other party at least 60 days prior to the expiration of the then-current Subscription Term.

2. SAAS SERVICES

- 2.1 During the Subscription Term, Customer will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the SaaS Services solely for Customer’s internal business operations subject to the terms of this Agreement and up to the number of Identity Cubes documented in the Schedule.
- 2.2 Customer acknowledges that this Agreement is a services agreement and SailPoint will not be delivering copies of the Software to Customer as part of the SaaS Services.

3. RESTRICTIONS

Customer shall not, and shall not permit anyone to: (i) copy or republish the SaaS Services or Software, (ii) make the SaaS Services available to any person other than authorized Identity Cube users, (iii) use or access the SaaS Services to provide service bureau, time-sharing or other computer hosting services to third parties, (iv) modify or create derivative works based upon the SaaS Services or Documentation, (v) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the software used to provide the SaaS Services or in the Documentation, (vi) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the SaaS Services, except and only to the extent such activity is expressly permitted by applicable law, or (vii) access the SaaS Services or use the Documentation in order to build a similar product or competitive product. Subject to the limited licenses granted herein, SailPoint shall own all right, title and interest in and to the Software, services, Documentation, and other deliverables provided under this SaaS Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein. Customer agrees to assign all right, title and interest it may have in the foregoing to SailPoint.

4. CUSTOMER RESPONSIBILITIES

- 4.1 Assistance. Customer shall provide commercially reasonable information and assistance to SailPoint to enable SailPoint to deliver the SaaS Services. Upon request from SailPoint, Customer shall promptly deliver the materials and/or data files to SailPoint for use in connection with the SaaS Services (herein after “Customer Content”) to SailPoint in an electronic file format specified and accessible by SailPoint. Customer acknowledges that SailPoint’s ability to deliver the SaaS Services in the manner provided in this SaaS Agreement may depend upon the accuracy and timeliness of such information and assistance.
- 4.2 Compliance with Laws. Customer shall comply with all applicable local, state, national and foreign laws in connection with its use of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data. Customer acknowledges that SailPoint exercises no control over the content of the information transmitted by Customer or the Identity Cube users through the SaaS Services. Customer shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.
- 4.3 Unauthorized Use; False Information. Customer shall: (a) notify SailPoint immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (b) report to SailPoint immediately and use reasonable efforts to stop any unauthorized use of the SaaS Services that is known or suspected by Customer or any Identity Cube user, and (c) not provide false identity information to gain access to or use the SaaS Services.
- 4.4 Administrator Access. Customer shall be solely responsible for the acts and omissions of its Administrator Users. SailPoint shall not be liable for any loss of data or functionality caused directly or indirectly by the Administrator Users.

- 4.5 Customer Input. Customer is solely responsible for collecting, inputting and updating all Customer Content stored on the Host, and for ensuring that the Customer Content does not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, or (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious. Customer shall: (i) notify SailPoint immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, and (ii) report to SailPoint immediately and use reasonable efforts to stop any unauthorized use of the Service that is known or suspected by Customer or any Identity Cube user.
- 4.6 License from Customer. Subject to the terms and conditions of this SaaS Agreement, Customer shall grant to SailPoint a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display and transmit Customer Content solely as necessary to provide the SaaS Services to Customer.
- 4.7 Ownership and Restrictions. Customer retains ownership and intellectual property rights in and to its Customer Content. SailPoint or its licensors retain all ownership and intellectual property rights to the services, Software programs, and anything developed and delivered under the Agreement.
- 4.8 Suggestions. SailPoint shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the SaaS Services any suggestions, enhancement requests, recommendation or other feedback provided by Customer, including Users, relating to the operation of the SaaS Services.

5. ORDERS AND PAYMENT

- 5.1 Orders. Customer shall order SaaS Services pursuant to a Schedule. All services acquired by Customer shall be governed exclusively by this SaaS Agreement and the applicable Schedule. In the event of a conflict between the terms of a Schedule and this SaaS Agreement, the terms of the Schedule shall take precedence.
- 5.2 Invoicing and Payment. Unless otherwise provided in the Schedule, SailPoint shall invoice Customer for all fees on the Schedule effective date. Customer shall pay all undisputed invoices within 30 days after Customer receives the invoice. Except as expressly provided otherwise, fees are non-refundable. All fees are stated in United States Dollars, and must be paid by Customer to SailPoint in United States Dollars. The subscription term of the SaaS Services as defined in the subsequent Schedule will auto-renew for an additional 12 month term unless the subscription term is cancelled by either party at least sixty (60) days prior to the end of the initial subscription term.
- 5.3 Expenses. Customer will reimburse SailPoint for its reasonable, out-of-pocket travel and related expenses incurred in performing the Other Services. SailPoint shall notify Customer prior to incurring any such expense. SailPoint shall comply with Customer's travel and expense policy if made available to SailPoint prior to the required travel.
- 5.4 Taxes. SailPoint shall bill Customer for applicable taxes as a separate line item on each invoice. Customer shall be responsible for payment of all sales and use taxes, value added taxes (VAT), or similar charges relating to Customer's purchase and use of the services. Customer shall not be liable for taxes based on SailPoint's net income, capital or corporate franchise.

6. TERM AND TERMINATION

- 6.1 Term of SaaS Agreement. The term of this SaaS Agreement shall begin on the Effective Date and shall continue until terminated by either party as outlined in this Section.
- 6.2 Termination. Either party may terminate this SaaS Agreement immediately upon a material breach by the other party that has not been cured within thirty (30) days after receipt of written notice of such breach.
- 6.3 Suspension for Non-Payment. SailPoint reserves the right to suspend delivery of the SaaS Services if Customer fails to timely pay any undisputed amounts due to SailPoint under this SaaS Agreement, but only after SailPoint notifies Customer of such failure and ii) such failure continues for thirty (30) days or more after the payment due date. Suspension of the SaaS Services shall not release Customer of its payment obligations under this SaaS

Agreement. Customer agrees that SailPoint shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to suspension of the SaaS Services resulting from Customer's nonpayment.

6.4 Suspension for Ongoing Harm. SailPoint reserves the right to suspend delivery of the SaaS Services if SailPoint reasonably concludes that Customer or an Identity Cube user's use of the SaaS Services is causing immediate and ongoing harm to SailPoint or others. In the extraordinary case that SailPoint must suspend delivery of the SaaS Services, SailPoint shall immediately notify Customer of the suspension and the parties shall diligently attempt to resolve the issue. SailPoint shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to any suspension of the SaaS Services in accordance with this Section 6.4. Nothing in this Section 6.4 will limit SailPoint's rights under Section 6.5 below.

6.5 Effect of Termination.

(a) Upon termination of this SaaS Agreement or expiration of the Subscription Term, SailPoint shall immediately cease providing the SaaS Services and all usage rights granted under this SaaS Agreement shall terminate.

(b) If SailPoint terminates this SaaS Agreement due to a material, uncured breach by Customer, then Customer shall immediately pay to SailPoint all amounts then due under this SaaS Agreement and to become due during the remaining term of this SaaS Agreement, but for such termination. If Customer terminates this SaaS Agreement due to an uncured material breach by SailPoint, then SailPoint shall immediately refund to Customer all pre-paid amounts for any unperformed SaaS Services scheduled to be delivered after the termination date.

(c) Upon termination of this SaaS Agreement and upon subsequent written request by the disclosing party, the receiving party of tangible Confidential Information shall immediately return such information or destroy such information and provide written certification of such destruction, provided that the receiving party may permit its legal counsel to retain one archival copy of such information in the event of a subsequent dispute between the parties.

7. SERVICE LEVEL AGREEMENT

The Service Level SaaS Agreement ("SLA") for the SaaS Services is set forth in Exhibit C hereto. The SLA sets forth Customer's sole remedies for availability or quality of the SaaS Services including any failure to meet any guarantee set forth in the SLA.

8. WARRANTIES

8.1 Warranty. SailPoint represents and warrants that (i) we have validly entered in this Agreement and have the legal power to do so, and (ii) we will provide the SaaS Services in a professional manner consistent with general industry standards and that the SaaS Services will perform substantially in accordance with the Documentation. For any material breach of a warranty, Customer's exclusive remedy shall be as provided in Section 6, Term and Termination.

8.2 SAILPOINT WARRANTS THAT THE SAAS SERVICES WILL PERFORM IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH THE DOCUMENTATION. SAILPOINT DOES NOT GUARANTEE THAT THE SAAS SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT SAILPOINT WILL CORRECT ALL SAAS SERVICES ERRORS. CUSTOMER ACKNOWLEDGES THAT SAILPOINT DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SAAS SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. THIS SECTION SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SAILPOINT (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. NEITHER SAILPOINT NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANT OR GUARANTEE THAT THE OPERATION OF THE SUBSCRIPTION SERVICE WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, NOR SHALL SAILPOINT OR ANY OF ITS SERVICE

PROVIDERS BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S OR ANY USER'S DATA, FILES, OR PROGRAMS.

9. LIMITATIONS OF LIABILITY

NEITHER PARTY (NOR ANY LICENSOR OR OTHER SUPPLIER OF SAILPOINT) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), SHALL EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS SAAS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE THE CLAIM AROSE. The foregoing limitations shall not apply to the parties' obligations (or any breach thereof) under Sections entitled "Restriction", "Indemnification", or "Confidentiality".

10. INDEMNIFICATION

- 10.1 Indemnification by SailPoint. If a third party makes a claim against Customer that the SaaS Services infringes any patent, copyright or trademark, or misappropriates any trade secret, or that SailPoint's negligence or willful misconduct has caused bodily injury or death, SailPoint shall defend Customer and its directors, officers and employees against the claim at SailPoint's expense and SailPoint shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by SailPoint, to the extent arising from the claim. SailPoint shall have no liability for any claim based on (a) the Customer Content, (b) modification of the SaaS Services not authorized by SailPoint, or (c) use of the SaaS Services other than in accordance with the Documentation and this SaaS Agreement. SailPoint may, at its sole option and expense, procure for Customer the right to continue use of the SaaS Services, modify the SaaS Services in a manner that does not materially impair the functionality, or terminate the Subscription Term and repay to Customer any amount paid by Customer with respect to the Subscription Term following the termination date.
- 10.2 Indemnification by Customer. If a third party makes a claim against SailPoint that the Customer Content infringes any patent, copyright or trademark, or misappropriates any trade secret, Customer shall defend SailPoint and its directors, officers and employees against the claim at Customer's expense and Customer shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by Customer, to the extent arising from the claim.
- 10.3 Conditions for Indemnification. A party seeking indemnification under this section shall (a) promptly notify the other party of the claim, (b) give the other party sole control of the defense and settlement of the claim, and (c) provide, at the other party's expense for out-of-pocket expenses, the assistance, information and authority reasonably requested by the other party in the defense and settlement of the claim.

11. CONFIDENTIALITY

- 11.1 Definition. "**Confidential Information**" means any information disclosed by a party to the other party, directly or indirectly, which, (a) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary," (b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the receiving party to be "confidential" or "proprietary" within 30 days of such disclosure, (c) is specifically deemed to be confidential by the terms of this SaaS Agreement, or (d) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself. Confidential Information will also include information disclosed by third parties to a disclosing party under an obligation of confidentiality. SailPoint software and Documentation are deemed Confidential Information of SailPoint.
- 11.2 Confidentiality. During the term of this SaaS Agreement and for three (3) years thereafter (perpetually in the case of software), each party shall treat as confidential all Confidential Information of the other party, shall not use such

Confidential Information except to exercise its rights and perform its obligations under this SaaS Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and which are provided to the party hereunder. Each party may disclose Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party.

- 11.3 Exceptions. Confidential Information excludes information that: (a) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving party, (b) is known to the receiving party, without restriction, at the time of disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing party, or (c) is independently developed by the receiving party without use of the Confidential Information as demonstrated by the written records of the receiving party. The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the receiving party shall use reasonable efforts to promptly notify the other party prior to such disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Each party may disclose the existence of this SaaS Agreement and the relationship of the parties, but agrees that the specific terms of this SaaS Agreement will be treated as Confidential Information; provided, however, that each party may disclose the terms of this SaaS Agreement to those with a need to know and under a duty of confidentiality such as accountants, lawyers, bankers and investors.

12. GENERAL PROVISIONS

- 12.1 Non-Exclusive Service. Customer acknowledges that SaaS Services is provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict SailPoint's ability to provide the SaaS Services or other technology, including any features or functionality first developed for Customer, to other parties.

12.2 Data Protection (General).

(a) Definitions. In this Agreement:

- (i) the term "**Data Controller**" shall mean the natural or legal person who alone or jointly with others determines the purposes and means of the processing of personal data;
- (ii) the term "**Data Processor**" shall mean the natural or legal person who processes personal data on behalf of the Data Controller;
- (iii) the term "**Personal Data**" shall mean any information relating to an identified or identifiable natural person ("**Data Subjects**"); an identified or identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his/her physical, physiological, mental, economic, cultural or social identity; and
- (iv) the term "**process**" or "**processing**" shall mean any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation, alteration, retrieval, consultation, use, disclosure by transmission, dissemination or other making available, alignment or combination, blocking, erasure or destruction.

(b) SailPoint's processing of Personal Data: The parties acknowledge and agree that SailPoint's performance of this SaaS Agreement may require SailPoint to process Personal Data of Data Subjects, which may include the Personal Data of Customer's customers, employees, end users, contractors, affiliates, partners, representatives and others.

(c) Relationship of the parties. In relation to all Personal Data provided by or through Customer to SailPoint under this Agreement, Customer will at all times remain the Data Controller and will be responsible for compliance with all applicable data protection or similar laws. To the extent that SailPoint processes Personal Data in the course of providing services under this Agreement, it will do so only as a Data Processor acting on behalf of the Customer (as Data Controller) and in accordance with the requirements of this Agreement.

(d) Purpose limitation. SailPoint will at all times (i) process the Personal Data only for the provision of the services under this Agreement and in accordance with Customer's lawful instructions; and (ii) not divulge the whole or any part of the Personal Data to any person, except to the extent necessary for the proper performance of this Agreement or otherwise in accordance with Customer's lawful instructions.

(e) Subprocessors. SailPoint may engage third party subcontractors to assist in the provision of the services under this Agreement. Customer authorizes SailPoint to subcontract the processing of Personal Data under this Agreement provided that (i) SailPoint shall maintain a list of such subprocessors and will provide a copy of that list to Customer upon request; and (ii) all subprocessors will be contractually required by SailPoint to abide by substantially the same obligations as SailPoint under this Agreement to protect Personal Data, such that the data processing terms of the subcontract will be no less onerous than the data processing terms set out in this Agreement.

12.3 SailPoint's Data Protection Obligations.

(a) Security. SailPoint will have in place and maintain throughout the term of this Agreement appropriate technical and organizational measures to protect the Personal Data processed under this Agreement against unauthorized or unlawful processing, or accidental loss, destruction or damage (a "**Data Breach**").

(b) Customer's Instructions. SailPoint will process the Personal Data in accordance with Customer's lawful instructions and will not (i) assume any responsibility for determining the purposes for which and the manner and means in which the Personal Data is processed or (ii) process the Personal Data for its own purposes.

(c) Cooperation. SailPoint will provide all assistance reasonably required by Customer (at Customer's expense) to enable Customer to respond to, comply with or otherwise resolve any request, question or complaint received by Customer from (i) any Data Subject whose Personal Data is processed by SailPoint on behalf of Customer or (ii) any applicable data protection authority.

(d) Data Breach. In the event of a Data Breach, SailPoint will seek to promptly notify the Customer and do all such acts and things as Customer considers reasonably necessary in order to remedy or mitigate the effects of the Data Breach. The parties agree to coordinate and cooperate in good faith on developing the content of any related public statements or any required notices for the affected persons.

(e) Cross Border Transfers. SailPoint will process all Personal Data originating from the European Economic Area (EEA) and/or Switzerland according to the relevant Safe Harbor Principles. SailPoint subscribes to the "Safe Harbor Privacy Principles" issued by the U.S. Department of Commerce on July 21, 2000 and appears on the U.S. Department of Commerce's U.S.-EU and U.S.-Swiss Safe Harbor lists (available at <http://www.export.gov/safeharbor>) as of the effective date of this Agreement.

12.4 Assignment. Neither party may assign this SaaS Agreement or any right under this SaaS Agreement, without the consent of the other party, which consent shall not be unreasonably withheld or delayed; provided however, that either party may assign this SaaS Agreement to an acquirer of all or substantially all of the business of such party to which this SaaS Agreement relates, whether by merger, asset sale or otherwise. This SaaS Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns. Either party may employ subcontractors in performing its duties under this SaaS Agreement, provided, however, that such party shall not be relieved of any obligation under this SaaS Agreement.

12.5 Notices. Except as otherwise permitted in this SaaS Agreement, notices under this SaaS Agreement shall be in writing and shall be deemed to have been given (a) five (5) business days after mailing if sent by registered or certified U.S. mail, (b) when transmitted if sent by facsimile, provided that a copy of the notice is promptly sent by another means specified in this section, or (c) when delivered if delivered personally or sent by express courier

service. All notices shall be sent to the other party at the address set forth on the cover page of this SaaS Agreement.

- 12.6 Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or Service, in whole or in part, 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 terrorism or war, epidemics, communication line failures, and power failures.
- 12.7 Waiver. No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this SaaS Agreement shall not constitute a waiver of any other or subsequent breach.
- 12.8 Severability. If any term of this SaaS Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this SaaS Agreement shall remain in full force.
- 12.9 Entire SaaS Agreement. This SaaS Agreement (including all Schedules and exhibits) contains the entire agreement of the parties and supersedes all previous oral and written communications by the parties, concerning the subject matter of this SaaS Agreement. This SaaS Agreement may be amended solely in a writing signed by both parties. Standard or printed terms contained in any purchase order or sales confirmation are deemed rejected and shall be void unless specifically accepted in writing by the party against whom their enforcement is sought; mere commencement of Services or payment against such forms shall not be deemed acceptance of the terms.
- 12.10 Survival. Sections 3, 6, and 8 through 12 of this SaaS Agreement shall survive the expiration or termination of this SaaS Agreement for any reason.
- 12.11 Publicity. SailPoint may include Customer's name and logo in its customer lists and on its website. Upon signing, SailPoint may issue a high-level press release announcing the relationship and the manner in which Customer will use the SailPoint solution. SailPoint shall coordinate its efforts with appropriate communications personnel in Customer's organization to secure approval of the press release if necessary.
- 12.12 Export Regulations. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the SaaS Services. Customer agrees that such export control laws govern its use of the SaaS Services (including technical data) and any services deliverables provided under this Agreement, and Customer agrees to comply with all such export laws and regulations. Customer agrees that no data, information, software programs and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws.
- 12.13 No Third Party Beneficiaries. This SaaS Agreement is an agreement between the parties, and confers no rights upon either party's employees, agents, contractors, partners of customers or upon any other person or entity.
- 12.14 Independent Contractor. The parties have the status of independent contractors, and nothing in this SaaS Agreement nor the conduct of the parties will be deemed to place the parties in any other relationship. Except as provided in this SaaS Agreement, neither party shall be responsible for the acts or omissions of the other party or the other party's personnel.
- 12.15 Statistical Information. SailPoint may anonymously compile statistical information related to the performance of the Services for purposes of improving the SaaS service, provided that such information does not identify Customer's data or include Customer's name.
- 12.16 Governing Law. This SaaS Agreement shall be governed by the laws of the State of Texas, excluding its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
- 12.17 Compliance with Laws. SailPoint shall comply with all applicable local, state, national and foreign laws in connection with its delivery of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data

12.18 Dispute Resolution. Customer's satisfaction is an important objective to SailPoint in performing its obligations under this SaaS Agreement. Except with respect to intellectual property rights, if a dispute arises between the parties relating to the interpretation or performance of this SaaS Agreement or the grounds for the termination hereof, the parties agree to hold a meeting within fifteen (15) days of written request by either party, attended by individuals with decision-making authority, regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within 15 days after such meeting, the parties have not succeeded in resolving the dispute, either party may protect its interests by any lawful means available to it.

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EXHIBIT A

SCHEDULE A-__

SOFTWARE & PRICE SCHEDULE

This Schedule No. A-_____ ("Schedule"), effective upon the SaaS Agreement Effective Date, documents the SaaS Services (defined below) being purchased by _____ ("Customer") under the terms and conditions of the SaaS Agreement.

1. SaaS Services:

The SaaS Service includes the following service offerings:

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2. Identity Cubes:

SailPoint’s hosted, internet-accessible, on-demand identity and access management services for SailPoint’s SaaS Services for up to _____ **Identity Cubes**.

3. Subscription Term:

The term begins upon the Schedule Effective Date and ends _____ year(s) thereafter (“Subscription Term”).

4. Schedule Value: (all fees are in U.S. dollars and exclude applicable taxes)

The total value of this Schedule is \$ _____. This fee includes access and usage of the SaaS Services during the Subscription Term for the defined number of Identity Cubes. Upon execution of this Schedule, SailPoint shall issue an invoice in accordance with the SaaS Agreement.

4. Customer Billing Information

Billing Information Needed	
Billing Department Name or Individual Contact:	
Billing Department email:	
Billing Department Address:	

5. Premium IDaaS Support

Premium IDaaS Support is included in the Subscription Fee.

*****End of Schedule*****

EXHIBIT B

Premium IDaaS Support

1. Premium IDaaS Support

Premium Identity as a Services Support (“IDaaS Support”) services are included in the SaaS Service subscription in Exhibit A and 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 Subscribers of the SaaS Service.
- (d) Up to five (5) dedicated contacts designated by Customer in writing that will have access to support services.

2. Response and Resolution Goals

- “Business Hours” 8am-6pm CST, Monday thru Friday, except regional public holidays for non-severity 1 cases. For all severity 1 cases: 7 days a week at 24 hours a day coverage.
- “Fix” means the repair or replacement of Software component to remedy Problem.
- “Problem” means a defect in Software as defined in SailPoint’s standard Software specification that significantly degrades such Software.
- “Respond” means acknowledgement via email of Problem received containing severity, priority, and other useful information.
- “Workaround” means a change in the procedures followed or data supplied by SailPoint to avoid a Problem without substantially impairing Customer’s use of the SaaS Services.

<i>Problem Severity</i>	<i>Response Goals</i>	<i>Resolution Goals</i>
1. The Production system / application is down, seriously impacted and there is no reasonable workaround currently available	SailPoint will Respond within 1 clock hour.	Upon confirmation of receipt, SailPoint will begin continuous work on the Problem, and a customer resource must be available at any time to assist with problem determination. SailPoint 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 system or application is seriously affected. The issue is not critical and does not comply with the Severity 1 conditions. There is no work-around currently available or the work-around is cumbersome to use.	SailPoint will Respond within 2 Business Hours.	SailPoint 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 system or application is moderately affected. The issue is not critical 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 work-around.	SailPoint will Respond within 8 Business Hours.	SailPoint 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	SailPoint will	Resolution of Problem may appear in future release of

<p>questions, enhancement requests or functionality that does not match documented specifications. (Example: General questions, basic help with understanding and using system and applications, etc.)</p>	<p>Respond within 12 Business Hours.</p>	<p>software.</p>
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3. Accessing Support

SailPoint support offers several ways to resolve any technical difficulties. In addition to online help with the SaaS Services, , which can be accessed by clicking the “Help” tab when logged into the SaaS Services, function-specific help information can also be accessed throughout the SaaS Services using the ‘?’ option.

The Compass online community (<https://community.sailpoint.com>) is available 24x7 for self-service technical assistance including:

- Viewing updates to supported platforms and hardware
- Accessing our knowledgebase, product documentation, technical articles, and FAQs

The Horizon our online support portal (<http://www.sailpoint.com/services/online-support>) is used to manage your cases and includes:

- Creating, updating and viewing cases including adding attachments
- Submitting new product enhancements (Ideas)
- Support Policy documentation
- Reporting

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

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EXHIBIT C

SERVICE LEVEL AGREEMENT

The SaaS Services will achieve System Availability (as defined below) of at least 99.9% during each calendar month of the Subscription Term. “**System Availability**” means the number of minutes in a month that the key components of the SaaS Services in a Customer production environment are operational as a percentage of the total number of minutes in such month, excluding downtime resulting from (a) scheduled maintenance, (b) events of Force Majeure as defined in the SaaS Agreement), (c) malicious attacks on the system, (d) issues associated with the Customer’s computing devices, local area networks or internet service provider connections, or (e) inability to deliver services because of acts or omissions of Customer or any Identity Cube user. SailPoint reserves the right to take the Service offline for scheduled maintenance for which Customer has been provided reasonable notice and SailPoint reserves the right to change its maintenance window upon prior notice to Customer.

If SailPoint fails to meet System Availability in an individual month, upon written request by Customer within 30 days after the end of the month, SailPoint will issue a credit in Customer’s next invoice in an amount equal to ten percent (10%) of the monthly fee for the affected SaaS Services for each 1% loss of System Availability below stated SLA per SaaS Service, up to a maximum of fifty percent (50%) of the Customer’s monthly fee for the affected SaaS Services. At Customer’s election SailPoint shall provide a credit to Customer to be used for additional Identity Cubes or term extension or future SaaS Services renewals. In the event SailPoint fails to meet its obligations under the terms of this Service Level Agreement for three (3) consecutive months during any twelve (12) month period or five (5) months during a calendar year period, Customer shall have the option, in its sole discretion, to terminate this Agreement without penalty or further cost and SailPoint shall immediately repay to Customer all pre-paid amounts for any SaaS Services scheduled to be delivered after SailPoint’s receipt of Customer’s termination notice. The remedy stated in this paragraph is Customer’s sole and exclusive remedy for interruption of SaaS Services and SailPoint’s failure to meet System Availability.