

**Carahsoft Rider to Manufacturer Commercial Supplier Agreements
(for U.S. Government End Users)
Revised 20161213**

- 1. Scope.** This Carahsoft Rider and the Manufacturer's Commercial Supplier Agreement (CSA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").

- 2. Applicability.** The terms and conditions in the attached Manufacturer's CSA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a) (1) (B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's CSA is inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's Multiple Award Schedule Contract, GS-35F-0119Y, including, but not limited to the following:
 - (a) Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", defined as an entity authorized to order under Government contracts as set forth in General Services Administration Order OGP 4800.2I, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.

 - (b) Changes to Work and Delays.** Subject to General Services Administration Acquisition Regulation (GSAR) 552.238-81 Modifications (Federal Supply Schedule) (APR 2014) (Alternate I – APR 2014) and GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) regarding which of the GSAR and the FAR provisions shall take precedence.

 - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

- (d) Audit.** During the term of this CSA: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this CSA. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this CSA.
- (e) Termination.** Clauses in the Manufacturer's CSA referencing suspension, termination or cancellation of the Manufacturer's CSA, the License, or the Customer's Account are hereby deemed to be deleted. Termination, suspension or cancellation shall be governed by the GSAR 552.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:
- Carahsoft may request cancellation or termination of the CSA on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section (q) below or if such remedy is otherwise ordered by a United States Federal Court.
- (f) Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider and the CSA will be governed by and construed in accordance with the laws of the United States. All clauses in the Manufacturer's CSA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) Force Majeure.** Subject to GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer's CSA referencing unilateral termination rights of the Manufacturer's CSA are hereby deemed to be deleted.
- (h) Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (MAY 2014) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer's CSA are hereby deemed to be deleted.
- (i) Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (MAY 2014), and all clauses governing waiver of jury trial in the Manufacturer's CSA are hereby deemed to be deleted.

- (j) **Customer Indemnities.** All of the Manufacturer's CSA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All of the Manufacturer's CSA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) **Renewals.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) **Future Fees or Penalties.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.
- (n) **Taxes.** Taxes are subject to GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) and GSAR 552.212-4 (w) (1) (x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).
- (o) **Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer's CSA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) **Dispute Resolution and Venue.** Any disputes relating to the Manufacturer's CSA and to this Rider shall be resolved in accordance with the FAR, the GSAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. See GSAR 552.212-4 (w) (1) (iii) Contract Terms and Conditions – Commercial Items, Law and Disputes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). The Ordering Activity expressly acknowledges that Carahsoft, as the vendor selling the Manufacturer's licensed software, shall have standing under the Contract Disputes Act to bring such claims that arise out of licensing terms incorporated into Multiple Award Schedule Contract GS-35F-0119Y.

(r) Limitation of Liability: Subject to the following:

Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

(s) Advertisements and Endorsements. Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

(t) Public Access to Information. Manufacturer agrees that the CSA and this Rider contain no confidential or proprietary information and acknowledges the CSA and this Rider will be available to the public.

(u) Confidentiality. Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court. The Licensee may provide information to other components of the United States Government pursuant to proper requests for such information as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.).

SAVIYNT SOFTWARE LICENSE AND SUPPORT AGREEMENT

This Software License and Support Agreement (“Agreement”) is made between Saviynt, Inc. 5777 West Century Blvd, Suite 370, Los Angeles, CA 90045 (“Saviynt”) and the Government Ordering Activity identified in the Purchase Order or similar document (“Customer”).

This Agreement shall be effective upon award of the Purchase Order or the date agreed to by Saviynt and the Customer (“Effective Date”). Saviynt and Customer agree that the following terms and conditions will apply to the licenses and services provided under this Agreement and Schedules attached hereto.

1. Definitions

- a. **“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 Saviynt includes, without limitation, the Software and Documentation.
- b. **“Documentation”** means the written documentation relating to the Software delivered by Saviynt to Customer with the Software.
- c. **“Implementation Services”** means Software implementation, consulting and installation services provided by Saviynt to Customer in accordance with Schedule C.
- d. **“Software”** means the computer software programs specified in a Purchase Order hereto, in object code format, and their related materials, which include updates, modifications, new releases, and Documentation.
- e. **“Support and Maintenance Services”** means Software support and maintenance services provided by Saviynt to Customer in accordance with Schedule A.
- f. **“Training Services”** means Software training services provided by Saviynt to Customer in accordance with Schedule A or pursuant to a Saviynt Quote.

2. **Grant.** Subject to the terms and conditions of this Agreement, Saviynt grants to Customer a non-exclusive, non-transferable license to use as a Software as a Services basis (“SaaS”) or On-Premises (a) the Software in machine readable format solely for internal use and solely for use for the number of identities and managed resources specified in a Purchase Order; and (b) the Documentation solely for use with the Software. Customer may also 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. Customer at its own discretion shall maintain a log of the number and location of all originals and all copies of the Software and Documentation. Saviynt shall have access to such log upon written request to Customer. Use of such Software greater than the number of identities and managed resources paid for is prohibited and any such use will be subject to additional license and Support and Maintenance fees, if applicable.

Saviynt SaaS offering of its security solution will be hosted at a 3rd party Cloud Platform provider such as Amazon and Azure. Saviynt will provide the necessary deployment and operational services to ensure that the SaaS solution meets the business requirements. The services are managed remotely from Saviynt global operations centers in Los Angeles, USA and locations in India.

3. Title and Proprietary Information

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 Saviynt, 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 Saviynt or Saviynt’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 or attempt to discover any source code or underlying ideas or algorithms of any Software. Except as authorized in accordance with this Agreement, Customer will not, nor allow knowingly 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 will not export or re-export any Software or the Documentation without both the written consent of Saviynt and the appropriate U.S. and/ or foreign government license(s) or license exception(s). Saviynt shall have the right to obtain injunctive relief against any actual or threatened violation of these restrictions, in addition to any other available remedies. Customer agrees to promptly report to Saviynt any violations of these provisions by Customer's employees, consultants or agents of which Customer is aware. No third-party software included within the Software may be used separately from the Software or used with any other software not supplied by Saviynt.

3.3 Software Modification and Discontinuation. Saviynt may modify the Software or Documentation at any time as progress in engineering or manufacturing methods or circumstances may warrant. Saviynt will notify the Customer in advance if such modification will have an impact on the performance of the Software in any ways or potentially affect Customer's production as a result of such modification directly or indirectly. Saviynt will provide support for discontinued Software for twelve (12) months after the date Software is discontinued. Saviynt reserves the right to replace discontinued Software with the replacement Software and negotiate with Customer the additional cost, if any, provided that any such additional cost is negotiated in good faith by Saviynt and Customer and equitably reflects Customer's need or desire for any additional functionality in the replacement Software. Necessary Periodic upgrades to the Software are included with the annual subscription as part of this SaaS Subscription Agreement.

3.4 Evidence of Compliance; Right to Audit. Upon request of Saviynt, Customer shall, and in any event within thirty (30) days from the date of request by Saviynt, provide Saviynt with any and all evidence reasonably necessary to confirm Customer's compliance with the terms of this Agreement. Customer may allow a third-party auditor retained by Saviynt, upon Saviynt advanced written request to Customer and Customer's permission and approval, to enter its premises to verify Customer's compliance with the provisions of this Agreement upon ten (10) business days' prior written notice. If Customer is found not to be in substantial compliance with this Agreement, Customer shall promptly take measures to come into compliance. Such audit shall not be conducted more frequently than once during any twenty-four (24) consecutive month period unless a violation of this Agreement is found on a prior audit. Saviynt's rights under this Section 3.4 shall survive for one year following termination or expiration of this Agreement.

4. Orders and Delivery

4.1 Software Orders. This Agreement contemplates the concurrent execution by Customer and Saviynt of this Agreement. For future orders, Customer shall order Software, which includes the Documentation pursuant to a purchase order document accepted by Saviynt. Such Software, which includes the Documentation ordered pursuant to a purchase order or a new Schedule A shall be deemed delivered pursuant to the terms of this Agreement. A purchase order issued by Customer shall be in writing and identify the Software, which includes the Documentation being ordered, and the shipping and invoicing locations and shall be subject to acceptance by Saviynt. All terms and conditions on a purchase order document that add rights or obligations or otherwise conflict with this Agreement shall be of no contractual effect between the parties and such purchase order document shall be subject to the terms of this Agreement.

4.2 Delivery. Saviynt shall deliver Customer's Software and Documentation order 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 Saviynt 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, Documentation and Support and Maintenance Services shall be set forth in a Purchase Order. The fees required to be paid hereunder do not include any amount for taxes, duties or import/export fees. Customer shall reimburse Saviynt and hold Saviynt harmless for all sales, use, VAT, excise, property, or other taxes or levies, duties or import/export fees which Saviynt is required to collect or remit to applicable tax authorities (including any interest or penalties thereon). Unless Customer provides Saviynt a valid exemption certification from the applicable taxing authority, Customer shall pay to Saviynt or its agents the amount of any such tax.

5.2 Payment. Unless otherwise stated in the Purchase Order, all fees due hereunder are payable due net thirty (30) days from date of invoice in U.S currency. Customer obligations to pay all accrued charges shall survive the expiration or termination of this Agreement.

6. Implementation, Training, Support and Maintenance and Other Services

6.1 Implementation and Training Services. Saviynt will provide Implementation Services and Training Services on a per-quote or in a Statement of Work ("SOW") basis as requested by Customer. Customer shall approve Saviynt's quote or SOW prior to the commencement of Implementation Services and Training Services. Unless otherwise defined in the quote or SOW, Saviynt will invoice Customer for such Implementation Services and Training Services monthly as such services are provided. Unless otherwise stated, such Implementation and Training Services shall exclude travel and living expenses. The initial Implementation Services and Training Services fees are listed on the Purchase Order, which requires Customer's approval to proceed.

6.2 Support and Maintenance Services. Support and Maintenance Services are included in the SaaS subscription. Subject to Customer payment of the applicable fees, Saviynt shall provide annual Support and Maintenance Services to Customer in accordance with the terms and conditions set forth in Schedule A. The fees for initial Support and Maintenance Services shall be set forth in a Purchase Order. Support and Maintenance Services and associated documentation will be provided in the English language.

6.3 Other Services. Upon Customer's request, Saviynt will provide other services to Customer pursuant to a mutually agreed upon Statement of Work ("SOW"), which must be governed by the mutually agreed upon Master Services Agreement between the Customer and Saviynt.

7. Software Warranty and Conditions. Saviynt warrants that the Software, standing alone without use in combination or conjunction with any third-party software or apparatus not at the direction of Saviynt, will perform in substantial accordance with the operating specifications contained in the accompanying Documentation for a period of ninety (90) days from the delivery date of the Software. In addition, Saviynt represents, warrants, and covenants as follows: (i) Saviynt possesses all rights necessary to grant to Customer the rights set forth in this Agreement; (ii) the Software will perform substantially in accordance with the Documentation; (iii) Services shall be provided in a professional manner consistent with industry standards; (iv) the performance of Saviynt's obligations and delivery of the Software or Professional Services to Customer will not violate any applicable laws or regulations, or cause a breach of any of Saviynt's agreements with any third parties; and (v) Saviynt will make commercially reasonable efforts to prevent the transmission of any virus, worm, Trojan horse, time bomb, or other malicious or harmful code by the Software. Saviynt's entire liability and Customer's exclusive remedy under this provision will be for Saviynt to use commercially reasonable efforts to remedy defects covered by this warranty and condition within a timely basis or, at Saviynt's option, either to replace the defective Software or to refund the amount paid by Customer to license the use of the defective Software and the license for such defective Software shall be terminated and the defective Software shall be returned to Saviynt. Saviynt 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 be null and void if: (a) the Software is not used in accordance with Saviynt's instructions; (b) the Software defect has been caused by any of Customer's malfunctioning equipment; (c) any other known cause within the control of Customer causes the Software to malfunction; or (d) Customer has made modifications to the Software not expressly authorized in writing by Saviynt. No employee, agent or representative of Saviynt has authority to bind Saviynt to any oral representations, warranties or conditions concerning the Software. Any written representation, warranty or condition not expressly contained in this Agreement shall not be enforceable. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND IS THE ONLY WARRANTY GRANTED BY SAVIYNT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION OR THE SERVICES. THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THIS AGREEMENT OR ANY SOFTWARE LICENSED HEREUNDER. REGARDLESS OF ANY COURSE OF DEALING, PROMOTIONAL LITERATURE OR OTHER ACTIONS APPARENTLY CREATING A WARRANTY, SAVIYNT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS DETAILED IN THIS AGREEMENT, RESPECTING THE FUNCTIONAL CHARACTERISTICS OR PERFORMANCE OF THE SOFTWARE, DOCUMENTATION OR SERVICES OR OF THE PROFITABILITY OR OTHER BENEFITS TO BE OBTAINED BY CUSTOMER FROM THE USE OF THE SOFTWARE, DOCUMENTATION OR SERVICES.**

8. Intellectual Property Indemnification. Saviynt shall hold Customer harmless from liability to third parties and will defend at its own expense any action against Customer resulting from infringement by the Software standing alone without use in combination or conjunction with any third party software or apparatus not at the direction of Saviynt, of any United States patent issued sixty (60) days or more before delivery of such Software or any copyright or misappropriation of any trade secret, trademark or a claim of infringement or misappropriation of any intellectual property right, provided Saviynt is reasonably 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. .

The foregoing obligations do not apply with respect to Software or portions or components thereof (i) not supplied by Saviynt, (ii) made in whole or in part in accordance to Customer specifications that would not otherwise or ordinarily be made by Saviynt, (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 Saviynt, unless such combination is with hardware, software or other technology required to access and use the Software (e.g., a web browser, an internet connection, a personal computer), (v) where Customer continues the allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, provided that Saviynt provided such notice in writing to Customer, or (vi) where Customer's use of such Software is not strictly in accordance with this Agreement. Customer will indemnify and hold harmless Saviynt from all damages, settlements, attorneys' fees and reasonable expenses related to any claim of infringement or misappropriation excluded from Saviynt's indemnity obligation by the preceding sentence.

In the event of such a claim, action or allegation being brought or threatened or in the event an injunction is issued or threatened, Saviynt 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 with other software having substantially the same or better capabilities; or, if neither of the foregoing is commercially practical, terminate Customer's rights to the infringing Software and return license fees paid to Saviynt for such infringing Software.

THE PROVISIONS OF THIS SECTION SET FORTH SAVIYNT'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 SAVIYNT'S TOTAL CUMULATIVE LIABILITY PURSUANT TO THIS AGREEMENT EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO SAVIYNT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT WHICH GAVE RISE TO SUCH DAMAGES HEREUNDER.

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, OR (II) DAMAGES ARISING FROM INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

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 information disclosed by the discloser or its affiliates to the receiver in relation to the Purpose (defined below), which is identified as confidential, or which can reasonably be considered confidential due to its nature, or the circumstances surrounding disclosure. Confidential Information does not include information which (a) is in the public domain; (b) was or lawfully becomes known to the receiver; or (c) was independently developed by the receiver. 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 Term. This Agreement shall commence on the Effective Date and shall continue in effect unless terminated as set forth herein.

11.2 Termination for Breach. Notwithstanding the foregoing, this Agreement may be terminated as follows: (a) at any time upon mutual written agreement of Customer and Saviynt; or (b) by Saviynt, by written notice to Customer if Customer (i) breaches a material obligation under this Agreement and such breach continues uncorrected thirty (30) days after Customer's receipt of such written notice, (ii) by Saviynt, if Customer fails to pay an amount due hereunder and continues to be delinquent for 30 days (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, or (iv) by Customer, by written notice to Saviynt if Saviynt breaches a material obligation under this Agreement and such breach continues uncorrected thirty (30) days after Saviynt's receipt of such written notice.

11.3 Effect of Termination. Upon termination of this Agreement, (a) all license rights granted under this Agreement shall terminate immediately and Customer shall immediately cease using the Software and Documentation, Saviynt's intellectual property and any other Saviynt Confidential Information; (b) Except when termination is for Saviynt's material breach pursuant to Section 11.2 or as set forth in Section 7 (Software Warranty and Conditions) or Section 8 (IP Indemnification), upon any termination of this Agreement, Customer shall pay any and all undisputed sums then owing to Saviynt hereunder within ten (10) business days from the effective date of termination; (c) Customer shall, at Saviynt's option, either (i) return to Saviynt all Software, Documentation and other Saviynt Confidential Information (including all copies thereof) then in its possession, custody or control or (ii) destroy all such Software, Documentation and Saviynt Confidential Information (including all copies thereof) and certify in writing such destruction to Saviynt; and (d) Customer shall not be entitled to any refund of any payments made by Customer unless explicitly provided for herein for the remaining unused portion of paid Services by Customer during those months under this Agreement; (e) Customer will have ten (10) business days to migrate data off of Saviynt hosted solution after this time period Saviynt will destroy customer data.

11.4 Survival. Upon termination of this Agreement, all of the parties' respective rights and obligations hereunder shall cease, except that Sections 3, 5.2, 7, 8, 9, 10, 11.3, 11.4 and 12 shall survive such termination.

12. General

12.1 U.S. Government Restriction Rights. The Software is provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in applicable laws and regulations. Use of the Software by the U.S. Government constitutes acknowledgment of Saviynt's proprietary rights in it.

12.2 Regulatory/Export Compliance. The export and re-export of the Saviynt Software is controlled for export purposes by the U.S. Government. By accepting delivery of the Software, Customer agrees to comply, at its own expense, with all U.S. and foreign export laws and regulations as they relate to software and related documentation and all applicable laws, orders and regulations of any governmental authority with jurisdiction over its activities in connection with this Agreement. Customer will not export or re-export outside the United States Software or Documentation, whether directly or indirectly, to any Prohibited Party and will not cause, approve or otherwise intentionally facilitate others in so doing. A "Prohibited Party" includes: a party in a U.S. embargoed country or country the United States has named as a supporter of international terrorism; a party involved in proliferation; a party identified by the U.S. Government as a Denied Party; a party named on the U.S. Government's Entities List; a party prohibited from participation in export or re-export transactions by a U.S. Government General Order; a party listed by the U.S. Government's Office of Foreign Assets Control as ineligible to participate in transactions subject to U.S. jurisdiction; or any party that Customer knows or has reason to know has violated or plans to violate U.S. or foreign export laws or regulations. Customer shall indemnify Saviynt against any claims, losses, liability, or damages suffered or incurred by Saviynt arising out of or related to any violation by Customer of any U.S. or foreign export laws or regulations. Customer shall ensure that each of its software users complies with U.S. and foreign export laws and regulations as they relate to software and related documentation. Customer will furnish to Saviynt any information required to enable Saviynt to comply with applicable laws and regulations related to the Software.

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 or factor any rights in, or delegate any obligations under this Agreement or any portion thereof, without prior written notification to the Buyer. For purposes of this Section, the acquisition, merger, consolidation or change in control of Seller, or any assignment by operation of law, shall be deemed an assignment of this Agreement that requires prior written notification to the Buyer. Buyer reserves the right to terminate the agreement upon such assignment. Any attempted assignment in violation of the provisions of this Section will be null and void.

12.6 Entire Agreement. This Agreement, the terms and conditions of Carahsoft Technology Corporation's GSA Schedule Contract, the Purchase Order, and the Schedules hereto 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 GSA, Carahsoft Technology Corporation, and Saviynt.

12.7 Governing Law. This Agreement shall be governed by the federal laws of the United States.

**SCHEDULE A
MANAGED SERVICES AGREEMENT**

1. Support and Maintenance Services

Customer shall be entitled to purchase Support and Maintenance Services at an annual rate as stated in Section 6 below or Carahsoft Technology Corporation's GSA Schedule Contract, as applicable. 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 Saviynt, at its sole discretion, makes or adds to the Software and which Saviynt 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 Saviynt'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.

<i>Problem Severity</i>	<i>Response Goals</i>	<i>Resolution Goals</i>
1. The production system is creating a significant impact to the Customer's business function preventing that function from being executed.	Saviynt will Respond within 4 business hours.	Upon confirmation of receipt, Saviynt 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. Saviynt 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.	Saviynt will Respond within 12 business hours.	Customer Support will provide reasonable effort for Workaround or Fix within 7 business days, once the Problem is reproducible. Saviynt 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.	Saviynt will Respond within 48 business hours.	Customer Support will provide reasonable effort for Workaround or Fix within 10 business days, once the Problem is reproducible. Saviynt may incorporate Fix in future release of software.
4. Non-critical issues, general questions, enhancement requests, or the functionality does not match documented specifications.	Saviynt will Respond within 5 business days.	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.Saviynt.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@Saviynt.com.

The support phone number is (310) 641-1664.

4. Updates, Fixes and Enhancements

Saviynt will provide new releases, upgrades, modifications, bug fixes and enhancements to the Software and Services to ensure the functionality of the Software and Services is available to Authorized Users. Customer will have a ten (10) day period in which to test any maintenance changes prior to Saviynt introducing such changes into production. Saviynt shall provide no less than fourteen (14) calendar days’ written notice to Customer in advance of all non-emergency maintenance to be performed on the Software and Services, such written notice including a detailed description of all maintenance to be performed. For emergency maintenance, Saviynt shall provide as much advance notice as commercially practicable to Customer and shall provide a detailed description of all maintenance performed no greater than one (1) calendar day following the implementation of the maintenance.

5. Availability

5.1 Service Level Standard

Saviynt will provide no less than ninety-nine point nine percent (99.9%) Services availability during the applicable Service Level Period, as calculated on a monthly basis, subject to the exclusions below. Availability shall be continually monitored and shall be reported by Saviynt to Customer on a monthly basis. This does not include any agreed upon system down times for upgrades.

5.2 Certain Definitions

“**Available For Use**” shall mean that all of the supported functions and features of the Software and Services are capable of sending and receiving data to and from the Internet.

“**Availability**” shall mean the portion (in percentage terms) of Scheduled Uptime that the Software and Services are actually Available for Use. The method for calculating Availability is shown below.

“**Scheduled Uptime**” shall mean the applicable Service Level Period, as specified herein.

“**Service Level Period**” means 24x7: 24 hours a day, 7 days a week, 365 days a year.

“**Time Unavailable**” shall mean any period of time during the applicable Service Level Period that the Software and Services are not Available For Use.

“**Actual Uptime**” shall mean the total minutes in the reporting month that the Services were actually available to Authorized Users for normal use.

“**Scheduled Downtime**” shall mean the total minutes in the reporting month represented by the Scheduled Maintenance Window.

“**Scheduled Uptime**” shall mean the total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.

5.3 Exclusions

Time Unavailable shall not include the aggregate amount of time during which the Software and Services are not Available For Use due to:

- 1) Scheduled maintenance, provided that such scheduled maintenance occurs during scheduled maintenance windows, currently between the hours of Friday 10:00PM and Sunday 4:00PM, Pacific US Time (the “Scheduled Maintenance Window”) with one (1) week prior electronic mail or other notice to Customer;
- 2) Emergency maintenance – Saviynt may perform any reasonably required, emergency maintenance work outside of the Scheduled Maintenance Window with one (1) hour prior electronic mail or other notice to Customer;
- 3) Interruptions in third party networks that prevent Internet users from accessing the Services, provided that the data center is served by redundant connections to the internet from multiple internet service providers

6. Annual Support and Maintenance Services Prices

The initial term of Standard Support and Maintenance Services shall be twelve (12) months from the Effective Date. Support and Maintenance Services are offered on an annual subscription basis unless stated otherwise; it is included with the SaaS subscription basis. Thereafter at the rates specified below.

Silver Support & Maintenance Business Hours Coverage from Monday-Friday, 6am-6pm CT 18% per year of the total quoted price of all Software licensed
Gold Support & Maintenance Severity 1 coverage 16 hours per day, 5 days a week from 6am-10pm CT 20% per year of the total quoted price of all Software licensed All other issues Business Hours Coverage (Included in SaaS subscription)
Platinum Support & Maintenance Severity 1 coverage 24 hours per day, 7 days a week 25% per year of the total quoted price of all Software licensed All other issues Business Hours Coverage

7. 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.

8. SaaS Subscription Renewal. For each subsequent years after the first year Support and Maintenance Services term, the obligation to provide Support and Maintenance Services as described above will continue based on the payment schedule agreed upon in the Purchase Order; and Customer's obligation to pay the current Support and Maintenance Services charges then in effect may be renewed on the anniversary date of the Software delivery hereunder. Unless cancelled for convenience, 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.

9. 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 for any reason or no reason.

10. 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 negotiated fee for the periods the Support and Maintenance Services subscription was interrupted.

11. 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 Twenty Thousand US Dollars (\$20,000 USD) per year (\$10,000 per person 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.