



END USER SOFTWARE LICENSE AND SUPPORT AGREEMENT (v081216)

1. Definitions

- a. **“Affiliate”** is an entity that controls, is controlled by or shares common control with SailPoint or Ordering Activity, where such control arises from either (a) a direct or indirect ownership interest of more than 50% or (b) the power to direct or cause the direction of the management and policies, whether through the ownership of voting stock by contract, or otherwise, equal to that provided by a direct or indirect ownership of more than 50%.
- b. **“Agreement”** means this End User Software License and Support Agreement between the GSA Multiple Award Schedule (MAS) Contractor acting on behalf of SailPoint and the Ordering Activity.
- c. **“Documentation”** means the written documentation relating to the Software delivered to Ordering Activity with the Software.
- d. **“Identity Cube”** means a unique collection of identity data for an individual that will be managed by SailPoint IdentityIQ for the purposes of certifying user access, enforcing access policy, processing access requests, or modeling user risk. 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 Ordering Activity.
- e. **“MAS Contract”** means the GSA Multiple Award Schedule (MAS) Contract.
- f. **“Order”** means the document(s) by which Ordering Activity purchases SailPoint Software licenses and/or services from the MAS Contractor.
- g. **“Ordering Activity”** means the Government Customer (Agency) who, under GSA Schedule Contracts, is an “entity authorized to order under GSA Schedule Contracts” as defined in GSA Order OGP4800.2I (“GSA Order”), as such order may be revised from time to time.
- h. **“Partner”** means a reseller or distributor that has an agreement with SailPoint that authorizes them to resell SailPoint software and/or services. For purposes of this Agreement, the GSA MAS Contractor is the Partner.
- i. **“Software”** means the SailPoint computer software programs to be provided in object code format, and their related materials, which include updates, modifications, new releases, and Documentation.

2. Grants.

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

2.2 Third Party Use. The Software may only be used by employees of Ordering Activity and contractor/agents of Ordering Activity who are acting on behalf of Ordering Activity.

3. Title and Restrictions

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

3.2 Restrictions. Ordering Activity will not, nor allow any third party to, reverse engineer, decompile or attempt to discover any source code or underlying ideas or algorithms of any Software. Except as mutually agreed to in writing as an exception under this Agreement, Ordering

Activity will not, nor allow any third party to modify, lease, lend, use for timesharing or service bureau purposes or otherwise use or allow others to use Software for the benefit of any third party. Ordering Activity agrees to promptly report to SailPoint any violations of these provisions, whether by Ordering Activity's employees, consultants, or agents, of which Ordering Activity becomes aware.

4. Orders and Delivery

4.1 Reserved

4.2 Delivery. SailPoint shall fulfill Orders by delivering Software and Documentation via electronic download, subject to the receipt of all required documentation, including any required export and import permits. Thereafter, Ordering Activity shall be responsible for and bear all expenses related to making the permitted number of copies and distributing such copies as permitted in this Agreement set forth in the Order. Ordering Activity will be the importer of record for the Software.

5. Reserved

6. Training, Support and Maintenance, and Professional Services

6.1 Training Services. SailPoint will provide Training Services as requested by Ordering Activity provided that Ordering Activity has issued a purchase order for such Training Services.

6.2 Support and Maintenance Services. SailPoint shall provide annual Support and Maintenance Services to Ordering Activity in accordance with the terms and conditions set forth in Exhibit A. Support and Maintenance Services and associated documentation will be provided in the English language.

6.3 Professional Services. The following terms and conditions shall apply to professional services ("Professional Services") supplied by SailPoint to Ordering Activity.

- a. **Scope of Professional Services.** Professional Services will be documented in a Statement of Work ("SOW"). The Software provided under this Agreement is not custom software but is standard commercial software and the scope of Professional Services provided hereunder shall consist solely of (i) program planning, (ii) Software deployment assistance, (iii) interface adapter efforts, and/or (iv) formal or non-formal software training. Professional Services provided to Ordering Activity by SailPoint shall not constitute works for hire.
- b. **Term of Professional Services.** Professional Services will begin and terminate on the dates or times defined in the Order.
- c. **Reserved.**
- d. **SailPoint Proprietary Information.** All SailPoint Proprietary Information and all right, title and interest, including without limitation, all patents, copyrights, and trade secret rights anywhere in the world, and all other intellectual property and rights in connection therewith shall be the sole property of and remain with SailPoint or its licensors, as applicable. SailPoint Proprietary Information includes, but is not limited to, Software and related documentation and any modifications thereto developed in whole or in part by Professional Services. Except for the license use rights otherwise expressly provided in this Agreement Contract, no right, title or interest in SailPoint Software is granted hereunder.
- e. **Reserved.**
- f. **Performance Standards.** SailPoint's performance of Professional Services under this Agreement will be conducted with standards of practice common in the industry for such services. SailPoint will comply with all applicable laws and Ordering Activity privacy, Ordering Activity information, network and safety rules, guidelines and policies, in the course of performing Professional Services.

7. Software Warranty and Conditions.

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

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

8. Reserved.

9. Limitation of Liability Exception

9.1 NEITHER SAILPOINT NOR ORDERING ACTIVITY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. FURTHER, SAILPOINT AND ORDERING ACTIVITY SHALL NOT BE LIABLE FOR PUNITIVE DAMAGES EXCEPT TO THE EXTENT THIS LIMITATION IS PROHIBITED BY APPLICABLE LAW. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE DEEMED TO IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31. U.S.C. §§ 3729-3733. FURTHER, THE FOREGOING SHALL NOT APPLY TO DAMAGES ARISING FROM INFRINGEMENT OF A PARTY'S INTELLECTUAL PROPERTY BY THE OTHER PARTY TO THE EXTENT PERMITTED BY THE FEDERAL LAW OF THE UNITED STATES.

9.2 LIMITATION OF DIRECT DAMAGES. EXCEPT FOR A) A CLAIM OF IP INFRINGEMENT, B) BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS TO THE EXTENT APPLICABLE UNDER LAW, OR C) AS PROVIDED IN 9.1 ABOVE, THE AGGREGATE AND CUMULATIVE LIABILITY OF CONTRACTOR AND SAILPOINT FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY ORDERING ACTIVITY UNDER THE ORDER GIVING RISE TO SUCH LIABILITY, AND IF SUCH DAMAGES RELATE TO PARTICULAR SOFTWARE OR MAINTENANCE SERVICES, SUCH LIABILITY SHALL BE LIMITED TO FEES PAID FOR THE RELEVANT SOFTWARE OR MAINTENANCE SERVICES GIVING RISE TO THE LIABILITY.

10. Nondisclosure. Ordering Activity may have access to information that is confidential to the GSA MAS Contractor or SailPoint ("Confidential Information"). Confidential Information shall include any information that is clearly identified in writing at the time of disclosure as confidential as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential. Confidential Information shall include, but not be limited to, the Software, Documentation, all materials provided to Ordering Activity in the course of performing Maintenance Services hereunder, formulas, methods, know how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, and the terms and pricing hereunder, regardless of whether such information is identified as confidential. Confidential Information includes all information received from third parties that GSA MAS Contractor is obligated to treat as confidential.

Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; (iv) is independently developed by the other party without use of or reference to the other party's Confidential Information. In addition, if Ordering Activity recommends to the GSA MAS Contractor additional features, functionality, or performance or if GSA MAS Contractor retains generalized information hereunder that GSA MAS Contractor or SailPoint subsequently incorporates into its product or service offerings, then with respect to such recommendations and information, Ordering Activity hereby (a) grants GSA MAS Contractor a worldwide, non-exclusive, royalty-free, perpetual right and license to use and incorporate such recommendations and such information into such offerings, and (b) acknowledges that all right and title to such offerings incorporating such recommendations and information shall be the sole and exclusive property of GSA MAS Contractor or SailPoint and all such recommendations and information shall be free from any confidentiality restrictions that might otherwise be imposed upon GSA MAS Contractor pursuant to this section.

Further, this section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority.

Ordering Activity shall not disclose the results of any performance tests of the Software to any third party without GSA MAS Contractor's prior written approval. Ordering Activity agrees to hold Confidential Information in confidence and to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in breach of these Terms and Conditions. Ordering Activity acknowledges and agrees that, due to the unique nature of Confidential Information, there can be no adequate remedy at law for breach of this section, and that such breach would cause irreparable harm to GSA MAS Contractor; therefore, GSA MAS Contractor shall be entitled to seek immediate injunctive relief, in addition to whatever remedies it might have at law or under these terms and conditions.

11. Termination

11.1 Effect of Termination. Upon termination of this Agreement or expiration or termination of a license, all rights granted to Ordering Activity for the applicable license(s) shall cease and Ordering Activity shall immediately: (i) cease using the applicable Software and Documentation, (ii) return the applicable Software to SailPoint together with all Documentation and other materials associated with the Software and all copies of any of the foregoing, or destroy such items, (iii) cease using the Maintenance Services associated with the applicable License(s), and (iv) give the MAS Contractor a written certification that Ordering Activity has complied with all of the foregoing obligations.

12. General

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

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

12.3 Personal Data. Ordering Activity hereby acknowledges and agrees that SailPoint's performance of this Agreement may require SailPoint to process or store personal data of Ordering Activity, its employees and Affiliates and to transmit such data internally within SailPoint or to SailPoint Affiliates. Such processing, storage, and transmission shall only be to the extent necessary for, and for the sole purpose of, enabling SailPoint to perform its obligations under this Agreement and may take place in any of the countries in which SailPoint and its Affiliates conduct business, which may include countries outside of the European Economic Area. SailPoint hereby affirms to Ordering Activity that SailPoint currently abides by the safe harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use and retention of data from the European Union.

12.4 Deployment Verification. Upon reasonable advance notice to Ordering Activity and on a non-interference basis with Ordering Activity's normal business operations, the GSA MAS Contractor has the right to verify the quantity of Software Ordering Activity has placed into use under this Agreement. Such verification shall: (i) not be conducted more frequently than once per year unless agreed otherwise in an Order; (ii) comply with Ordering Activity's security measures and requirements, including any requirements for personnel to be cleared prior to accessing sensitive facilities; and (iii) to the extent the GSA MAS Contractor cannot meet Ordering Activity's security requirements, be conducted via self-assessment tool provided by, and at the direction of the GSA MAS Contractor. The GSA MAS Contractor will provide such advance notice to Ordering Activity and the GSA MAS Contractor may appoint a third party to perform the Deployment Verification.

*** End of the End User Software License and Support Agreement (v081216) ***

EXHIBIT A
To
END USER SOFTWARE LICENSE AND SUPPORT AGREEMENT (v081216)
SUPPORT AND MAINTENANCE

1. Support and Maintenance Services

Ordering Activity shall be entitled to purchase Support and Maintenance Services at an annual rate as stated in the GSA MAS Contract. Support and Maintenance Services entitles Ordering Activity to the following:

- (a) Telephone or electronic support in order to help Ordering Activity locate and correct problems with the Software.
- (b) Bug fixes and code corrections to correct Software malfunctions in order to bring such Software into substantial conformity with the operating specifications.
- (c) All extensions, enhancements and other changes that SailPoint, at its sole discretion, makes or adds to the Software and which SailPoint furnishes, without charge, to all other licensees of the Software who are enrolled in Software Support and Maintenance.
- (d) Replacement of the Software at no charge if the media becomes destroyed or damaged so that the Software becomes unusable.

2. Response and Resolution Goals

- “business hours” coverage (Monday-Friday, 8am-6pm CST / CDT excluding U.S. Holidays)
- “Problem” means a defect in Software which significantly degrades such Software.
- “Fix” means the repair or replacement of Software component in the form of a patch or e-fix to remedy Problem.
- “Workaround” means a change in the procedures followed or data supplied by Ordering Activity to avoid a Problem without substantially impairing Ordering Activity’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 or SailPoint application is down or seriously impacted and there is no reasonable workaround currently available.	SailPoint will Respond within 2 business hours for Standard Support or 1 clock hour for Premium Support.	Upon confirmation of receipt, SailPoint support personnel begins continuous work on the Problem, and a Ordering Activity resource must be available at any time to assist with problem determination. SailPoint will provide commercially reasonable efforts for Workaround or Fix within 24 Business 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 SailPoint application is seriously affected. The issue is not critical and does not comply with the Severity 1 conditions. There is no workaround currently available or the workaround is cumbersome to use.	SailPoint will Respond within 4 business hours for Standard Support or 2 business hours for Premium Support.	SailPoint will provide commercially reasonable efforts for Workaround or Fix within 7 business days, once the Problem is reproducible or once we have identified the problem as a Software defect. SailPoint may incorporate fix in future release of software.
3. The system or SailPoint 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 workaround.	SailPoint will Respond within 8 business hours.	SailPoint will provide commercially reasonable efforts for Workaround or Fix within 10 business days, once the Problem is reproducible or once we have identified the problem as a Software defect. SailPoint may incorporate Fix in future release of software.
4. Non-critical issues, functionality does not appear to match documented specifications.	SailPoint will Respond within 12 business hours.	Resolution of Problem may appear in future release of software.

3. Accessing Support

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

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

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

- Logging tickets and viewing status of previously submitted tickets
- 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.

4. Reserved

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

6. Reserved

7. Reserved

8. Reserved

***** End of Exhibit A to End User Software License and Support Agreement (v081216) *****

SOFTWARE AS A SERVICE AGREEMENT (V.011217)

1. DEFINITIONS

“**Administrator User**” means each Ordering Activity employee designated by Ordering Activity to serve as technical administrator of the SaaS Services on Ordering Activity’s behalf. Each Administrator User must complete the 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 Ordering Activity 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 Ordering Activity.

“**MAS Contract**” means the GSA Multiple Award Schedule (MAS) Contract.

“**Ordering Activity**” means the Government Customer (Agency) who, under GSA Schedule Contracts, is an “entity authorized to order under GSA Schedule Contracts” as defined in GSA Order OGP4800.2I (“GSA Order”), as such order may be revised from time to time.

“**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 Support and Maintenance Services. Other Services will be provided on a time and materials basis at such times or during such periods, as may be specified in a GSA Order. All Other Services will be provided on a non-work for hire basis.

“**SaaS Agreement**” means this Software as a Service Agreement between the GSA MAS Contractor acting on behalf of SailPoint and the Ordering Activity.

“**SaaS Services**” refer to the specific SailPoint internet-accessible service(s) identified in a GSA Order that provides use of SailPoint’s identity/access management Software that is hosted by SailPoint or its service provider and made available to Ordering Activity over a network on a term-use basis.

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

“**Subscription Term**” shall mean that period specified in a GSA Order during which Ordering Activity will have on-line access and use of the Software through SailPoint’s SaaS Services. At the end of the initial Subscription Term the SaaS Services subscription can be renewed for up to two additional one year terms. The per user subscription fee for SaaS Services of the same type and quantity purchased under this SaaS Agreement may be increased by no more than six percent per annum for each of the optional one-year renewal periods.

“**Support and Maintenance Services**” means the support and maintenance services provided by SailPoint to Ordering Activity pursuant to this SaaS Agreement and Exhibit A.

2. SAAS SERVICES

- 2.1 During the Subscription Term, Ordering Activity will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the SaaS Services solely for Ordering Activity’s internal business operations subject to the terms of this SaaS Agreement and up to the number of Identity Cubes documented in the GSA Order.

- 2.2 Ordering Activity acknowledges that this SaaS Agreement is a services agreement and SailPoint will not be delivering copies of the Software to Ordering Activity as part of the SaaS Services.

3. RESTRICTIONS

Ordering Activity 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.

4. ORDERING ACTIVITY RESPONSIBILITIES

- 4.1 Assistance. Ordering Activity shall provide commercially reasonable information and assistance to the GSA MAS Contractor to enable SailPoint to deliver the SaaS Services. Ordering Activity acknowledges that SailPoint's ability to deliver the SaaS Services in the manner provided in this SaaS Agreement and the Order may depend upon the accuracy and timeliness of such information and assistance.
- 4.2 Compliance with Laws. Ordering Activity shall comply with all applicable Federal 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. Ordering Activity acknowledges that SailPoint exercises no control over the content of the information transmitted by Ordering Activity or the Identity Cube users through the SaaS Services. Ordering Activity 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. Ordering Activity shall: (a) notify the GSA MAS Contractor immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (b) report immediately and use reasonable efforts to stop any unauthorized use of the SaaS Services that is known or suspected by Ordering Activity 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. Ordering Activity 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 Ordering Activity Input. Ordering Activity is solely responsible for collecting, inputting and updating all Ordering Activity information stored on the Host ("Ordering Activity Content") and for ensuring (a) that the Ordering Activity Content does not include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party or contain anything that is obscene, defamatory, harassing, offensive or malicious, and (b) that Ordering Activity has collected and handled all Ordering Activity Content in compliance with all applicable data privacy and protection laws, rules, and regulations.
- 4.6 License from Ordering Activity. Subject to the terms and conditions of this SaaS Agreement, Ordering Activity shall grant to SailPoint a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display and transmit Ordering Activity Content solely as necessary to provide the SaaS Services to Ordering Activity.
- 4.7 Ownership and Restrictions. Ordering Activity retains ownership and intellectual property rights in and to its Ordering Activity Content. SailPoint or its licensors retain all ownership and intellectual property rights to the services, Software programs, and anything developed and delivered under this SaaS Agreement.

5. **RESERVED**

6. **TERMINATION**

6.1 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) Reserved
- (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 Agreement (“SLA”) for the SaaS Services is set forth in Exhibit B hereto. The SLA sets forth Ordering Activity’s sole remedies for lack of 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) SailPoint has validly entered in this SaaS Agreement and has the legal power to do so, and (ii) SailPoint 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.

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. ORDERING ACTIVITY 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 SAAS AGREEMENT. NEITHER SAILPOINT NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANT OR GUARANTEE THAT THE OPERATION OF THE SAAS SERVICES 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 ORDERING ACTIVITY’S OR ANY USER’S DATA, FILES, OR PROGRAMS.

9. **LIMITATION OF LIABILITY EXCEPTION**

9.1 NEITHER SAILPOINT NOR ORDERING ACTIVITY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. FURTHER, SAILPOINT AND ORDERING ACTIVITY SHALL NOT BE LIABLE FOR PUNITIVE DAMAGES EXCEPT TO THE EXTENT THIS LIMITATION IS PROHIBITED BY APPLICABLE LAW. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE DEEMED TO IMPAIR THE U.S. GOVERNMENT’S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUE, INCLUDING THE FALSE CLAIMS ACT, 31. U.S.C. §§ 3729-3733. FURTHER, THE FOREGOING SHALL NOT APPLY TO DAMAGES ARISING FROM INFRINGEMENT OF A PARTY’S INTELLECTUAL PROPERTY BY THE OTHER PARTY TO THE EXTENT PERMITTED BY FEDERAL LAW.

9.2 LIMITATION OF DIRECT DAMAGES. EXCEPT FOR A) A CLAIM OF IP INFRINGEMENT, B) BREACH OF A PARTY’S CONFIDENTIALITY OBLIGATIONS TO THE EXTENT APPLICABLE UNDER LAW, OR C) AS PROVIDED IN 9.1 ABOVE, THE AGGREGATE AND CUMULATIVE LIABILITY OF CONTRACTOR AND

SAILPOINT FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY ORDERING ACTIVITY UNDER THE ORDER GIVING RISE TO SUCH LIABILITY, AND IF SUCH DAMAGES RELATE TO PARTICULAR SOFTWARE OR MAINTENANCE SERVICES, SUCH LIABILITY SHALL BE LIMITED TO FEES PAID FOR THE RELEVANT SOFTWARE OR MAINTENANCE SERVICES GIVING RISE TO THE LIABILITY.

10. Nondisclosure. Ordering Activity may have access to information that is confidential to the GSA MAS Contractor or SailPoint (“Confidential Information”). Confidential Information shall include any information that is clearly identified in writing at the time of disclosure as confidential as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential. Confidential Information shall include, but not be limited to, the Software, Documentation, all materials provided to Ordering Activity in the course of performing Maintenance Services hereunder, formulas, methods, know how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, and the terms and pricing hereunder, regardless of whether such information is identified as confidential. Confidential Information includes all information received from third parties that GSA MAS Contractor is obligated to treat as confidential.

Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; (iv) is independently developed by the other party without use of or reference to the other party’s Confidential Information. In addition, if Ordering Activity recommends to the GSA MAS Contractor additional features, functionality, or performance or if GSA MAS Contractor retains generalized information hereunder that GSA MAS Contractor or SailPoint subsequently incorporates into its product or service offerings, then with respect to such recommendations and information, Ordering Activity hereby (a) grants GSA MAS Contractor a worldwide, non-exclusive, royalty-free, perpetual right and license to use and incorporate such recommendations and such information into such offerings, and (b) acknowledges that all right and title to such offerings incorporating such recommendations and information shall be the sole and exclusive property of GSA MAS Contractor or SailPoint and all such recommendations and information shall be free from any confidentiality restrictions that might otherwise be imposed upon GSA MAS Contractor pursuant to this section.

Further, this section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority.

Ordering Activity shall not disclose the results of any performance tests of the Software to any third party without GSA MAS Contractor’s prior written approval. Ordering Activity agrees to hold Confidential Information in confidence and to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in breach of these Terms and Conditions. Ordering Activity acknowledges and agrees that, due to the unique nature of Confidential Information, there can be no adequate remedy at law for breach of this section, and that such breach would cause irreparable harm to GSA MAS Contractor; therefore, GSA MAS Contractor shall be entitled to seek immediate injunctive relief, in addition to whatever remedies it might have at law or under these terms and conditions.

11. RESERVED

12. GENERAL PROVISIONS

- 12.1 Non-Exclusive Service. Ordering Activity acknowledges that SaaS Services are 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 Ordering Activity, to other parties.

12.2 Data Protection (General).

(a) Definitions. In this SaaS 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: SailPoint's performance of this SaaS Agreement may require SailPoint to process Personal Data of Data Subjects, which may include the Personal Data of Ordering Activity's employees, end users, contractors, affiliates, partners, representatives and others.

(c) Relationship of the parties. In relation to all Personal Data provided by or through Ordering Activity to SailPoint under this SaaS Agreement, Ordering Activity 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 SaaS Agreement, it will do so only as a Data Processor acting on behalf of the Ordering Activity (as Data Controller) and in accordance with the requirements of this SaaS Agreement.

(d) Purpose limitation. SailPoint will at all times (i) process the Personal Data only for the provision of the services under this SaaS Agreement and in accordance with Ordering Activity'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 SaaS Agreement or otherwise in accordance with Ordering Activity's lawful instructions.

(e) Subprocessors. SailPoint may engage third party subcontractors to assist in the provision of the services under this SaaS Agreement.

12.3 SailPoint's Data Protection Obligations.

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

(b) Ordering Activity's Instructions. SailPoint will process the Personal Data in accordance with Ordering Activity'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 Ordering Activity (at Ordering Activity's expense) to enable Ordering Activity to respond to, comply with or otherwise resolve any request, question or complaint received by Ordering Activity from (i) any Data Subject whose Personal Data is processed by SailPoint on behalf of Ordering Activity or (ii) any applicable data protection authority.

(d) Data Breach. In the event of a Data Breach, SailPoint and the GSA MAS Contractor will promptly notify the Ordering Activity and do all such acts and things as Ordering Activity considers reasonably necessary in order to remedy or mitigate the effects of the Data Breach. The Ordering Activity, SailPoint, and the GSA MAS Contractor 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.

12.4 Export Regulations. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the SaaS Services. Ordering Activity agrees that such export control laws govern its use of the SaaS Services (including technical data) and any services deliverables provided under this SaaS Agreement, and Ordering Activity agrees to comply with all such export laws and regulations. Ordering Activity 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.

- 12.5 Statistical Information. SailPoint may anonymously compile statistical information related to the performance of the SaaS Services for purposes of improving the SaaS Services, provided that such information does not identify Ordering Activity's data or include Ordering Activity's name.

***** End of Software as a Service Agreement (v.011217) *****

EXHIBIT A
To
SOFTWARE AS A SERVICE AGREEMENT (V.011217)

Premium IDaaS Support

1. Premium IDaaS Support

Premium Identity as a Service Support and Maintenance Services (“IDaaS Support”) are included in the SaaS Services subscription and entitle Ordering Activity to the following:

- (e) Telephone or electronic support in order to help the Ordering Activity locate and correct problems with the SaaS Services.
- (f) Bug fixes and code corrections to correct malfunctions in order to bring such SaaS Services into substantial conformity with the operating specifications contained in the Documentation.
- (g) All extensions, enhancements and other changes that SailPoint, at its sole discretion, makes or adds to the SaaS Services and which SailPoint furnishes, without charge, to all other subscribers of the SaaS Services.
- (h) Up to five (5) dedicated contacts designated by Ordering Activity 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 Ordering Activity’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 Ordering Activity 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 defect. SailPoint may incorporate Fix in future release of the SaaS Services.
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 Workaround currently available or the Workaround 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 the SaaS Services.
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 Workaround.	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 the SaaS Services.

<p>4. Non-critical issues, general 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>SailPoint will Respond within 12 Business Hours.</p>	<p>Resolution of Problem may appear in future release of the SaaS Services.</p>
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3. Accessing Support

SailPoint support offers several ways to resolve any technical difficulties. Online help can be accessed by clicking the “Help” tab when logged into the SaaS Services.

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

- Viewing updates to supported browsers, mobile operating systems and related software
- Accessing our knowledgebase, product documentation, training, technical articles, and FAQs

The Horizon 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 status of cases

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

***** End of Exhibit A to Software as a Service Agreement (v.011217)*****

EXHIBIT B
To
SOFTWARE AS A SERVICE AGREEMENT (V.011217)
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 Ordering Activity 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, (c) malicious attacks on the system, (d) issues associated with the Ordering Activity’s computing devices, local area networks or internet service provider connections, or (e) inability to deliver services because of acts or omissions of Ordering Activity or any Identity Cube user. SailPoint reserves the right to take the SaaS Services offline for scheduled maintenance for which Ordering Activity has been provided reasonable notice and SailPoint reserves the right to change its maintenance window upon prior notice to Ordering Activity.

If SailPoint fails to meet System Availability in an individual month, upon written request by Ordering Activity within 30 days after the end of the month, SailPoint will issue a credit in Ordering Activity’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 Ordering Activity’s monthly fee for the affected SaaS Services. At Ordering Activity’s election SailPoint shall provide a credit to Ordering Activity 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, Ordering Activity shall have the option, in its sole discretion, to terminate this SaaS Agreement without penalty or further cost and the MAS Contractor and/or SailPoint shall immediately repay to Ordering Activity all pre-paid amounts for any SaaS Services scheduled to be delivered after the MAS Contractor’s receipt of Ordering Activity’s termination notice.

***** End of Exhibit B to Software as a Service Agreement (v.011217) *****