

Ping Identity Corporation
1001 17th Street, Suite 100
Denver, CO 80202

Carahsoft Rider to Manufacturer End User License Agreements
(for U.S. Government End Users)

- 1. Scope.** This Carahsoft Rider and the Manufacturer End User License Agreement (EULA) 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 EULA 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 EULA are inconsistent with the Federal Law (*See FAR 12.212(a)*), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's 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 GSA contracts as set forth in GSA ORDER 4800.2G ADM, 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 GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 200 0) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable delays. (JUN 2010) regarding which 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 Agreement: (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 Agreement. 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 Agreement.

(e) Termination. Clauses in the Manufacturer EULA referencing termination or cancellation the Manufacturer's EULA are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

Carahsoft may request cancellation or termination of the License Agreement 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 will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Manufacturer EULA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.

(g) Force Majeure. Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer EULA referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.

(h) Assignment. All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer EULA 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 (JUL. 2002), and all clauses governing waiver of jury trial in the Manufacturer EULA are hereby deemed to be deleted.

(j) Customer Indemnities. All Manufacturer EULA clauses referencing Customer Indemnities are hereby deemed to be deleted.

(k) Contractor Indemnities. All Manufacturer EULA 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 Manufacturer EULA 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 Manufacturer EULA 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 FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.

(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 EULA, 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 EULA and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Carahsoft, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.

(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 EULA and this Rider contain no confidential or proprietary information and acknowledges the EULA 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.

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the "Agreement") is between **Ping Identity Corporation**, with its principal place of business at 1001 17th Street, Suite 100, Denver CO 80202 ("Ping Identity"), and _____ ("Licensee"), with its principal place of business at _____.

The terms of this Agreement shall apply to the Software (defined below) licensed to Licensee hereunder. Licensee and its Affiliates may place orders under this Agreement by signing Order Form(s) (defined below). When an Affiliate of the Licensee identified above signs an Order Form under the Agreement, the Affiliate shall be considered the Licensee for purposes of such Order Form and shall be bound by the terms and conditions of this Agreement.

1. DEFINITIONS.

1.1 "Affiliate(s)" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2 "Confidential Information" means the Software, and any other trade secrets, business and financial information, computer software, machine and operator instructions, business methods, procedures, know-how, and other information that relates to the business or technology of either party and is marked or identified as confidential, or disclosed in circumstances that would lead a reasonable person to believe such information is confidential.

1.3 "Documentation" means Ping Identity's then current on-line user's manuals made generally available by Ping Identity and provided to Licensee along with the Software.

1.4 "Installation Services" means those standard installation services offered by Ping Identity to Licensee for the Software as more fully described in **Exhibit B**.

1.5 "Intellectual Property Rights" means all existing and future worldwide copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and other proprietary rights.

1.6 "License Fees" means the applicable fees for the license to the Software. The License Fees in effect as of the Effective Date are set forth on the initial Ping Identity Order Form.

1.7 "License Key" means the key provided to Licensee by Ping Identity that is used to set up the functionality and permitted scope of use of the Software in accordance with the terms set forth on a Ping Identity Order Form.

1.8 "Order Form" means a document provided by Ping Identity to Licensee by which Licensee orders Software licenses and which is executed by the parties. Each Order Form that has been signed by authorized representatives of each party incorporates this Agreement by reference and shall control over any conflicting terms and conditions contained in this Agreement.

1.9 "Software" means the Ping Identity programs identified on a Ping Identity Order Form and any modified,

updated or enhanced versions of such programs or modules that Ping Identity may provide to Licensee during the term of this Agreement. Software also explicitly includes, if purchased by Licensee, Ping Identity's CloudDesktop, a feature of the Software that may be delivered via Ping Identity's on-demand services as a hyperlink.

1.10 "Support Fees" means Ping Identity's then current standard fees for the Support Services. The Support Fees in effect as of the Effective Date are set forth in a Ping Identity Order Form.

1.11 "Support Services" means those maintenance and support services Licensee obtains from Ping Identity with respect to the Software pursuant to **Section 5** below.

1.12 "Training Services" means those training services offered by Ping Identity to Licensee for the Software as more fully described in **Exhibit B**.

2. LICENSE GRANT AND RESTRICTIONS.

2.1 Software License Grant. Subject to the terms and conditions of this Agreement, including without limitation, the payment of all applicable License Fees, Ping Identity hereby grants Licensee a limited, non-exclusive, non-transferable, non-sublicenseable license to install the number of copies of the Software specified on the applicable Order Form, in machine-readable form only, on a physical or virtual machine server according to the core-based limits and/or requirements described in the Order Form, and to use the Software for Licensee's business use, all in accordance with the related Order Form, instructions, specifications and Documentation provided with the Software. In addition, Ping Identity hereby grants Licensee a sublicense under certain patents relating to the SAML protocol and owned by RSA Security, Inc., solely as necessary to use the Software as permitted hereunder.

2.2 Restrictions. Except as expressly permitted by this Agreement or executed Order Form, Licensee will not, and will not allow any third party to: (a) copy, modify, adapt, alter, translate, or create derivative works of the Software; (b) distribute, sell, resell, lend, loan, lease, license, operate as a service bureau, managed service, sublicense or transfer the Software; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software (except and only to the extent that such activity is expressly

permitted by applicable law notwithstanding this limitation); (d) knowingly take any action that would cause the Software (including any License Keys) to be placed in the public domain; or (e) remove, alter or obscure any proprietary notices of Ping Identity, its licensors or suppliers included in the Software. Licensee will not allow any access to or use of the Software by anyone other than Licensee, or its employees or agents, and any such use must be consistent with the terms, conditions and restrictions set forth in this Agreement.

3. OWNERSHIP. Ping Identity, its licensors and suppliers, own and retain all right, title and interest in and to the Intellectual Property Rights in the Software and Documentation and any enhancements, modifications or derivative works thereof. Any rights not expressly granted to Licensee under this Agreement are reserved by Ping Identity, its licensors and suppliers.

4. DELIVERY, INSTALLATION AND ACCEPTANCE. Ping Identity will deliver the Software to Licensee by electronic download via the License Key, unless otherwise agreed by the parties. Licensee will be solely responsible for installing the Software as permitted under this Agreement unless (A) Licensee purchases Ping Identity's Installation Services as described in Section 5.2, or (B) Licensee requires nonstandard services for its installation in which case the parties shall execute a separate professional services agreement. The Software will be deemed accepted upon delivery.

5. SUPPORT SERVICES; INSTALLATION SERVICES; TRAINING.

5.1 Subject to Licensee's payment of any applicable Support Fees, Ping Identity will provide Licensee with that level of Support Services set forth on the Order Form and described in the support policy attached as **Exhibit A**.

5.2 Licensee may purchase Ping Identity's Installation Services. Any such purchase shall be specified on an Order Form.

5.3 Licensee may purchase Ping Identity's Training Services. Any such purchase shall be specified on an Order Form.

6. FEES AND PAYMENT.

6.1 License Fees. Licensee will pay to Ping Identity the License Fees set forth on a Ping Identity Order Form in accordance with this Section 6 and any other terms and conditions in the Order Form.

6.2 Support Fees. Licensee will pay to Ping Identity the Support Fees set forth on the applicable Ping Identity Order Form. All further Support Fees are due and payable by Licensee no later than thirty (30) days prior to each anniversary of the Effective Date of such Order Form.

6.3 Payment Terms. Licensee shall pay Ping Identity all amounts due under this Agreement within thirty (30) days after receipt of invoice for such amounts. All payments must be made in U.S. dollars, unless otherwise stated in the Order Form. Any amounts not paid when due will accrue interest at the lesser of 1½% per month or the maximum rate permitted by applicable law from the due date until paid.

6.4 Taxes. Unless otherwise stated, Ping Identity's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "**Taxes**"). Licensee is responsible for paying all Taxes associated with its purchases hereunder, excluding taxes based on Ping Identity's net income or property. If Ping Identity has the legal obligation to pay or collect Taxes for which Licensee is responsible under this section, the appropriate amount shall be invoiced to and paid by Licensee, unless Licensee provides Ping Identity with a valid tax exemption certificate authorized by the appropriate taxing authority.

6.5 Audit. Ping Identity will have the right, upon reasonable prior written notice to Licensee, at a mutually agreeable time, and no more than once in any twelve (12) month period, to have an independent audit firm selected by Ping Identity audit Licensee's equipment on which the Software is installed, and all related back-up files, to verify compliance with this Agreement. Any such audit will be conducted during normal business hours in a manner so as not to unreasonably interfere with Licensee's normal operations. The audit will be conducted at Ping Identity's expense, unless the audit reveals that Licensee has failed to pay license fees consistent with its use of the Software, in which case Licensee will reimburse Ping Identity for all reasonable costs and expenses incurred by Ping Identity in connection with such audit, together with any applicable License Fees.

7. WARRANTIES.

7.1 Performance. For a period of ninety (90) days after the date of delivery of the Software (the "**Warranty Period**"), Ping Identity warrants that the Software, when used as permitted by Ping Identity and in accordance with the instructions in the Documentation, will operate substantially as described in the Documentation. Ping Identity will, at its own expense and as its sole obligation and Licensee's exclusive remedy for any breach of this warranty, use commercially reasonable efforts to (a) correct any reproducible error that Licensee reports to Ping Identity in writing during the Warranty Period, or (b) replace the defective Software. In the event that Ping Identity, in its sole discretion, may not achieve either (a) or (b) as a remedy for breach of this warranty, Ping Identity agrees to accept return of the Software, terminate this Agreement and all licenses, and refund Licensee all prepaid License Fees and Support Fees related to the defective Software. Any such error correction provided to Licensee under (a) will not extend the original Warranty Period.

7.2 Disclaimers Of Warranty. THE EXPRESS WARRANTIES IN THIS SECTION 7 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SOFTWARE AND PING IDENTITY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. PING IDENTITY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, OR THAT THE OPERATION AND RESULTS OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY LICENSEE. FURTHERMORE, PING IDENTITY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF CORRECTNESS OR ACCURACY, RELIABILITY, CURRENTNESS OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PING IDENTITY OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

8. INFRINGEMENT CLAIMS. Ping Identity will defend at its own expense any action against Licensee brought by a third party alleging that the Software infringes any U.S. patents or any copyrights or misappropriates any trade secrets of a third party, and Ping Identity will pay those costs and damages finally awarded against Licensee in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Licensee: (a) notifying Ping Identity promptly in writing of such action; (b) giving Ping Identity sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Ping Identity's request and expense, assisting in such defense. If the Software becomes, or in Ping Identity's opinion is likely to become, the subject of an infringement claim, Ping Identity may, at its option and expense, either: (i) procure for Licensee the right to continue using the Software; (ii) replace or modify the Software so that it becomes non-infringing; or (iii) accept return of the Software, terminate this Agreement and refund Licensee the perpetual License Fees paid for such Software upon such termination, computed according to a 36 month straight-line amortization schedule beginning on the Effective Date. Notwithstanding the foregoing, Ping Identity will have no obligation under this Section 8 or otherwise with respect to any infringement claim based upon: (w) any use of the Software not in accordance with this Agreement; (x) any use of the Software in combination with products, equipment, software, or data not supplied by Ping Identity if such infringement would have been avoided but for the combination with other products, equipment, software or data; (y) any use of a prior release of the Software after a more current release has been made available to Licensee; or (z) any modification of the Software by any person other than Ping Identity or its authorized agents or subcontractors. THIS SECTION 8 STATES PING IDENTITY'S ENTIRE LIABILITY AND

THE LICENSEE'S EXCLUSIVE REMEDY FOR ANY CLAIMS OF INFRINGEMENT.

9. LIMITATION OF LIABILITY.

9.1 WITH THE EXCEPTION OF ANY BREACH BY LICENSEE OF SECTION 2.2, NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE LESSER OF \$250,000 OR THE AMOUNT PAID BY LICENSEE HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY LICENSEE HEREUNDER. THE FOREGOING SHALL NOT LIMIT LICENSEE'S PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT FOR PURCHASED SERVICES).

9.2 Exclusion of Consequential and Related Damages. WITH THE EXCEPTION OF ANY BREACH BY LICENSEE OF SECTION 2.2, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. CONFIDENTIALITY.

10.1 Protection. The party receiving Confidential Information ("**Receiving Party**") from the other party ("**Disclosing Party**") will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The terms of this Section 10 shall govern the exchange of Confidential Information between Ping Identity and Licensee, and between Ping Identity and any Affiliate of Licensee who has signed an Order Form hereunder, in any meetings held for the purpose of exploring a potential business transaction between Ping Identity and Licensee or its Affiliates.

10.2 Exceptions. The Receiving Party's obligations under **Section 10.1** with respect to any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body; *provided* that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure. In addition, if Licensee recommends to Ping Identity additional features, functionality, or performance that Ping Identity subsequently incorporates into the Software, then with respect to such recommendations, Licensee hereby (a) grants Ping Identity a worldwide, non-exclusive, royalty-free, perpetual right and license to use and incorporate such recommendations into the Software, and (b) acknowledges that the Software incorporating such new features, functionality, or performance shall be the sole and exclusive property of Ping Identity and all such recommendations shall be free from any confidentiality restrictions that might otherwise be imposed upon Ping Identity pursuant to this **Section 10.2**.

11. Open Source Software. Certain items of software included with the Software are subject to the "open source" or "free software" licenses ("**Open Source Software**"). Some of the Open Source Software is owned by third parties. Nothing in this document limits your rights under the terms and conditions of any applicable end user license for the Open Source Software.

12. TERM AND TERMINATION.

12.1 Term. The term of this Agreement will begin on the Effective Date and will expire as specified in the applicable Ping Identity Order Form, unless earlier terminated pursuant to this Agreement.

12.2 Termination. Licensee may terminate this Agreement, including any underlying Order Forms, upon thirty (30) days' prior written notice to Ping Identity. Either party may terminate this Agreement, including any underlying Order Forms, if the other party breaches any material provision of this Agreement and does not cure such breach (provided that such breach is capable of cure) within thirty (30) days after being provided with written notice thereof. Notwithstanding the foregoing, (a) Ping Identity may terminate this Agreement immediately, including any

underlying Order Forms, upon written notice if Licensee, in any manner, breaches **Section 2** (License Grant and Restrictions) or **Section 10** (Confidentiality), and (b) Licensee may terminate this Agreement immediately, including any underlying Order Forms, upon written notice if Ping Identity, in any manner, breaches **Section 10** (Confidentiality).

12.3 Effects of Termination. Upon expiration or termination of this Agreement for any reason: (a) any amounts owed to Ping Identity under this Agreement prior to such termination or expiration will be immediately due and payable; (b) all licensed rights granted in this Agreement will immediately cease to exist; and (c) Licensee must promptly discontinue all use of the Software, Documentation and related Confidential Information, erase all copies of the Software, Documentation and related Confidential Information from Licensee's computers whether or not modified or merged into other materials, and return to Ping Identity, or at Ping Identity's request destroy, all copies of the Software, the Documentation on tangible media and related Confidential Information in Licensee's possession or control and certify in writing to Ping Identity that Licensee has fully complied with these requirements.

12.4 Survival. Expiration or termination of this Agreement shall not relieve the parties of any obligation accruing prior to such expiration or termination and shall not preclude either party from claiming any other damages, compensation or relief that it may be entitled to upon such termination. **Sections 1, 2.2, 3, 6.3, 6.4, 6.5, 7.2, 9, 10, 12.4 and 13** will survive termination of this Agreement for any reason.

13. GENERAL.

13.1 Compliance with Laws. Licensee will comply with all applicable laws and regulations concerning its use of the Software, including without limitation all applicable export and import control laws and regulations. In particular, Licensee will not export or re-export the Software or the Documentation without all required government licenses.

13.2 HIPAA and Gramm-Leach-Bliley. Licensee will not transmit or disclose any protected health information (as that term is used in HIPAA) or any nonpublic personal information (as that term is used in the Gramm-Leach-Bliley Act) to Ping Identity in connection with any support activities provided pursuant to **Section 5**.

13.3 Assignments. Licensee may not assign or transfer, by operation of law or otherwise, any of its rights under this Agreement (including its licenses with respect to the Software) to any third party without Ping Identity's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. Ping Identity shall have the right to assign this Agreement to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. All provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the respective successors and permitted assigns of Ping Identity and Licensee.

13.4 U.S. Government End Users. If Licensee is a branch or agency of the United States Government, the following provision applies. The Software is comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 and qualify as "commercial items" as defined in 48 C.F.R. 2.101. Both the software and documentation are provided to the Government: (a) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3. The Government shall acquire the software and documentation with only those rights set forth in this Agreement, and any use of the software and documentation by the Government constitutes agreement by the Government that that the software and documentation are "commercial computer software" and "commercial computer software documentation" as defined in this paragraph and constitutes acceptance of the rights and restrictions herein. Licensee expressly waives its rights pursuant to Federal Acquisition Regulation (FAR) clause 52.227-16, Additional Data Requirements.

13.5 Marketing and Publicity. Ping Identity may identify Licensee as a customer of Ping Identity on Ping Identity's website as well as within any written and/or electronic marketing material relating to Ping Identity's products and/or services.

13.6 Governing Law and Venue. The laws of the State of Colorado, United States of America (without reference or giving effect to any conflict of laws principles that would require the application of the laws of any other jurisdiction) govern this Agreement and all matters arising out of or relating to this Agreement, including, without limitation, validity, interpretation, construction, performance, and enforcement. Any dispute, action, claim or cause of action arising out of, relating to, or in connection with this Agreement or the Software shall be only brought in and are subject to the exclusive jurisdiction of the state and federal courts located in Denver, Colorado USA. Each party waives, to the fullest extent of the law, any objection to venue in such courts, and each party hereby irrevocably submits and consents to the exclusive jurisdiction of such courts.

13.7 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause that is beyond the reasonable control of such party.

13.8 Severability; Waivers. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in force

and effect. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.9 Notices. All notices, consents, and approvals under the Agreement must be delivered in writing by courier, by electronic facsimile (fax), or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth on the Ping Identity Order Form, and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address by giving notice of the new address to the other party in writing.

13.10 Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the, final agreement between the parties, and is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter contained into this Agreement are expressly merged into and superseded by this Agreement. In entering this Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Licensee purchase order or in any other Licensee order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. Furthermore, this Agreement supersedes any click-wrap or click-through end user license or other agreement found electronically in the deliverables, including without limitation, any such license or agreement where the user has clicked an "I Agree" or similar button, or such license or agreement has been deemed accepted by installing or using the deliverables.

13.11 Restricted Rights Notice (Dec. 2007), pursuant to FAR clause 52.227-14(g)(3):

(a) The Software is submitted with restricted rights under Government Contract No. [REDACTED] (and subcontract [REDACTED]). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

(b) This Software may be—

(1) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(2) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and

(6) Used or copied for use with a replacement computer.

(c) Notwithstanding the foregoing, if this Software is copyrighted computer software, it is licensed to the

Government with the minimum rights set forth in paragraph (b) of this notice.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this Software are to be expressly stated in, or incorporated in, the contract.

(e) This notice shall be marked on any reproduction of this computer software, in whole or in part.

13.12 Relationship Between the Parties. Ping Identity is an independent contractor; nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

13.13 Counterparts and Exchanges by Fax. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.

The Effective Date of this Agreement shall be: _____.

Ping Identity Corporation

Licensee: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
Support Policy

Exhibit B - Ancillary Services

Installation Services

Description

Ping Identity will assist in the installation and configuration of a PingFederate deployment. Such installation services shall not exceed forty (40) hours and shall be used within three (3) months of the effective date of the applicable Order Form provided that such period may be extended if agreed upon by the parties in such Order Form. An example of services that may be included in standard installation include:

- PingFederate installation
- Integration Kit installation and configuration
- SAML-Ready partner enablement

Travel expenses are not included in any pricing for Installation Services set forth on an Order Form and are the responsibility of Licensee.

Training Services

Licensee may purchase Training Services for its employees. Ping Identity offers the following training classes:

- Introduction to Federation
 - This course discusses the benefits of a Federated Identity Management system, explains common terminology, provides an overview of SAML, the Security Assertion Markup Language used as a standard protocol for transferring identity information and important considerations in setting up a federated system. PingFederate is introduced as a federation solution.
- PingFederate Installation and Configuration
 - This course will guide Licensee through the process of installing PingFederate, setting up and configuring Licensee's servers and adapters and creating a connection using a sample application.
- PingFederate Integration Kits
 - This course will give an overview of the integration kits available as well as detail as to how an integration kit is implemented.
- PingFederate Deployment Options and Troubleshooting
 - This session will discuss deployment options and details of configuring a clustered environment. In addition, this course will discuss logs and tools available to identify and fix error conditions that may arise.

All stand-alone classes may be purchased as a single course. Travel expenses are not included in any pricing for Training Services set forth on an Order Form and are the responsibility of Licensee. Ping Identity reserves the right to update and/or modify its list of training classes at any time without notice to Licensee.