



BETA AND EARLY ACCESS PROGRAM TERMS

PLEASE READ THESE SAILPOINT BETA AND EARLY ACCESS PROGRAM TERMS (the “**Terms**”) BEFORE USING ANY SAILPOINT TEST PRODUCTS. BY ACCEPTING A PARTICIPATION OPPORTUNITY NOTIFICATION OR ACCESSING OR USING TEST PRODUCTS, YOU (the “**User**”) SIGNIFY ACCEPTANCE OF AND AGREE TO THE TERMS AND CONDITIONS OF THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THESE TERMS, DO NOT ACCESS OR USE ANY TEST PRODUCTS (as defined below).

WHEREAS, SailPoint Technologies, Inc., a Delaware corporation (together with its Affiliates, “**SailPoint**”) is the provider of certain hosted and on-premises software offerings (the “**Paid Offerings**”);

WHEREAS, User is either a customer or a partner of SailPoint with respect to the Paid Offerings pursuant to either a customer agreement or other agreement in effect between User and SailPoint (as applicable, the “**Primary Agreement**”); and

WHEREAS, SailPoint is in the process of developing and commercializing features and products related to the Paid Offerings, and User desires to obtain early access to the features and products pursuant to these Terms.

1. Definitions. As used in these Terms:

“**Affiliate**” means an entity that controls, is controlled by or shares common control with a party, where the 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%.

“**Authorized Individual**” means an employee or independent contractor of User that User authorizes to use the Test Products on User’s behalf.

“**Beta Products**” means the beta software to which User is provided access pursuant to these Terms and a Participation Opportunity Notification, including software designated as “closed beta” or “open beta” in the Documentation or otherwise by SailPoint.

“**User Data**” means all data and other information, if any, that is submitted by or on behalf of User to the Hosted Test Products for storage in a data repository in the course of using the Hosted Test Products.

“**User Personal Data**” means all User Data relating to an identified or identifiable natural person, household or device.

“**Documentation**” means the user guides, online help, and release notes, provided or made available by SailPoint to User regarding the use or operation of the Test Products.

“**DPA**” means a data processing addendum entered into by and between SailPoint and User in connection with the Primary Agreement; *provided, however*, that if no data processing addendum has been entered into in connection with the Primary Agreement, “DPA” means SailPoint’s data processing addendum located at:

<https://www.sailpoint.com/legal/customer-agreements/>

“**EAP Products**” means the pre-release or early access software to which User is provided access pursuant to these Terms and a Participation Opportunity Notification.

“**Hosted Test Products**” means Test Products that are hosted by SailPoint and made available to User as an internet-accessible service.

“**Paid Offerings**” has the meaning set forth in the recitals to these Terms.

“**Participation Opportunity Notification**” means an electronic notification provided by SailPoint describing User’s opportunity to use the Test Products.

“**Primary Agreement**” has the meaning set forth in the recitals to these Terms.

“**Required Software**” means, if applicable to Hosted Test Products being used by User, a virtual machine that connects User’s target Sources using public APIs, connectors, and integrations to the Hosted Test Products. If applicable, Required Software will be identified in the relevant Documentation.

“**Sensitive Data**” means any data that constitutes sensitive personal data or like terms under applicable data privacy laws, intellectual property, proprietary business models, and any data which may be subject to the Health Insurance Portability and Accountability Act, Gramm-Leach-Bliley Act, the Payment Card Industry Data Security Standards, or similar laws, including social security or other government-issued identification numbers, medical or health information, account security information, individual financial account information, credit/debit/gift or other payment card information, account passwords, individual credit and income information.

“**Source**” means, if applicable to the Hosted Test Products used by User, a User managed target system for reading data from and, if supported by the specific system, writing changes to user accounts. The connection to a target system can be managed via a direct connector or a flat file.

“**Test Products**” means, collectively, the EAP Products and the Beta Products.

2. Test Products.

2.1. **Provision of Test Products.** During the Term (as defined herein), SailPoint grants User a limited, non-

exclusive, non-transferrable, non-sublicensable right to access and use the Test Products in accordance with the Documentation, in each case subject to these Terms. User's use of the Test Products shall be solely for User's internal business operations for the sole purposes of evaluating and testing the Test Products.

2.2. Required Software for Hosted Test Products. User acknowledges that use of certain Hosted Test Products requires the installation of the Required Software as a pre-requisite for using the Hosted Test Products. User agrees to install all Required Software, including any required updates if and when available. To the extent applicable to the Hosted Test Products, SailPoint hereby grants to User a limited, non-exclusive, non-transferable (except in accordance with Section 12.1 (Assignment)), non-sublicensable license to install, execute, copy, display, or otherwise use the Required Software in accordance with the Documentation, solely in connection with the Hosted Test Products, during the Term, in each case subject to these Terms.

2.3. Authorized Individuals. User will cause Authorized Individuals to abide by these Terms. Any action or omission of an Authorized Individual, which, if attributable to User would constitute a breach of these Terms by User, will be deemed to be a breach of these Terms by User. SailPoint may terminate or suspend any Authorized Individual's access to the Test Products for any breach without notice.

3. User Responsibilities and Restrictions.

3.1. Hosted Test Product User Responsibilities. User is responsible for all activities conducted by it or through the accounts of its Authorized Individuals on the Hosted Test Products. Except for SailPoint's obligations described in Section 7 (Confidentiality) and Section 9 (Data Security and Processing), with respect to Hosted Test Products, User shall (i) have sole responsibility for the accuracy, security quality, and legality of the User Data and the means by which User acquired the User Data and the right to provide the User Data for the purposes of these Terms (including ensuring the receipt of all permissions from individuals and other third parties as may be necessary in order to provide the User Data for the purposes contemplated in these Terms); (ii) be responsible for the security and confidentiality of User's and its Authorized Individuals' account information; (iii) be responsible for maintaining a back-up of all User Data; and (iv) prevent unauthorized access to, or use of, the Hosted Test Products, and notify SailPoint promptly of any unauthorized access or use.

3.2. Compliance with Laws. User shall comply with all applicable local, state, national, and foreign laws, rules, and regulations ("laws") in connection with its use of the Test Products, collection and other processing of all User Data (if applicable), and performance under these Terms, including those laws related to employment, data privacy and protection, and international activities. User acknowledges that SailPoint exercises no control over any User Data

transmitted by User or Authorized Individuals to or through the Hosted Test Products. SailPoint may impose limits on the use or access to the Test Products as required by applicable law.

3.3. Restrictions. User and its Authorized Individuals shall not, and shall not permit any third party to: (i) copy or republish the Test Products; (ii) make the Test Products available to any person other than Authorized Individuals; (iii) rent, lend, sell, sublicense, or use the Test Products to provide service bureau, time-sharing or other services to third parties; (iv) send or store in the Hosted Test Products any Sensitive Data; (v) send or store any User Personal Data in the Hosted Test Products that is not necessary for SailPoint to provide the Hosted Test Products or is in violation of laws; (vi) install the Required Software in, or connect a Source to the Hosted Test Products from, any country that has data residency or data transmission restrictions, including, but not limited to, Russia and the People's Republic of China; (vii) send or store viruses, spyware, ransomware, timebombs, Trojan horses, or other harmful or malicious code, or files to or in connection with the Hosted Test Products; (viii) send or store infringing, offensive, harassing or otherwise unlawful material in connection with the Hosted Test Products; (ix) modify or create derivative works based upon the Test Products or Documentation; (x) remove, modify, or obscure any copyright, trademark, or other proprietary notices contained in the Test Products or Documentation; (xi) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code used or embodied in the Test Products, which for the avoidance of doubt includes the related algorithms, methods, and techniques; (xii) discuss the Test Products with anyone other than individuals within SailPoint's or the User's organization or designated in writing by SailPoint; (xiii) take "screen shots" or otherwise attempt to record or document the interface or functionality of the Test Products; provided, that the foregoing shall not restrict User or its Authorized Individuals from (y) providing "screen shots" or other documentation regarding the functionality of the Test Products to individuals within the User organization who reasonably need to access the documentation for purposes of evaluating the Test Products or (z) disclosing the documentation to SailPoint in connection with User's provision of Feedback pursuant to Section 4.3 (Feedback) below; (xiv) access or use the Test Products or Documentation for benchmarking purposes or in order to build a similar or competitive product; or (xv) exploit the Test Products or Documentation in any unauthorized way whatsoever, including by trespassing or burdening network capacity. If for some reason these restrictions are prohibited by applicable law or by an agreement SailPoint has with one of its licensors, then the activities are permitted only to the extent required to comply with the law or agreement.

3.4. Use Limitations; Data Transfer. SailPoint does not recommend that User use the Test Products for purposes of supporting critical functions of User's

business or operations, including in connection with User's production information technology environment. User assumes the sole risk and liability for using the Test Products to support critical functions of its business or operations or in connection with its production information technology environment. User acknowledges and agrees that the Test Products may be discontinued at any time in accordance with these Terms and that, with respect to Hosted Test Products, any User Data provided through the Hosted Test Products prior to the discontinuation may not be capable of being transferred to a Paid Offering or of otherwise being retained by SailPoint for use or access by User.

4. Intellectual Property.

4.1. Ownership and Reservation of Rights of SailPoint Intellectual Property. SailPoint, its Affiliates and its licensors own and, except for the limited rights expressly granted to User under these Terms, retain all right, title, and interest in and to the Test Products, Documentation and any other materials provided by SailPoint or its licensors under these Terms, including all modifications and derivative works related thereto, regardless of whether created by SailPoint or User, and intellectual property rights in the foregoing. No rights are granted to User under these Terms other than expressly set forth in these Terms.

4.2. Rights in User Data Submitted to Hosted Test Products. As between SailPoint and User, User owns any User Data. To the extent applicable with respect to Hosted Test Products used by User, User hereby grants and agrees to grant to SailPoint and its Affiliates a worldwide, non-exclusive, transferable, sublicensable, royalty-free license to host, copy, transmit, display, and process the User Data as reasonably necessary to (a) provide the Hosted Test Products to User and (b) monitor, modify, and improve (including develop) the Hosted Test Products; *provided, however*, that if any of the User Data constitutes User Personal Data, the use described in (b) shall not include building or modifying household or consumer profiles, or cleaning or augmenting data acquired from another source.

4.3. Feedback. To the extent User or any of its Authorized Individuals provides any suggestions for modification or improvement or other comments, code, information, know-how, or other feedback (whether in oral or written form) relating to the Test Products ("**Feedback**"), User hereby grants to SailPoint a perpetual, irrevocable, worldwide, non-exclusive, transferable, sublicensable, royalty-free license to use and commercially exploit the Feedback in any manner SailPoint sees fit without accounting or other obligation. User further agrees to cooperate with SailPoint by proactively providing Feedback and otherwise participating in the Feedback process in any way that SailPoint may reasonably request.

4.4. Usage Data for Hosted Test Products. SailPoint may collect and retain, during and after the Term for

purposes of SailPoint's business, usage data that is derived from the operation of the Hosted Test Products, including patterns identified through the use of the Hosted Test Products and algorithms, log data and data regarding the performance and availability of the Hosted Test Products ("**Usage Data**"). If SailPoint provides Usage Data to any third party, the Usage Data shall be aggregated and anonymized so as not to disclose User's or any Authorized Individual(s) identity.

5. Fees. During the Term, the Test Products are available on a free trial basis, unless User is notified otherwise by SailPoint. Continued use of the Test Products after the Term may be subject to a subscription fee or other payment. If a fee applies, User must request use of the Test Products from SailPoint under terms and conditions separate from these Terms.

6. Term, Suspension, and Termination

6.1. Term. The term of these Terms (the "**Term**") shall begin on the date that User accepts the Participation Opportunity Notification (including these Terms) and continues until the term stated in the Participation Opportunity Notification, if any, has expired or until these Terms have been terminated. These Terms may be terminated at any time by SailPoint for any reason.

6.2. Retrieval of User Content from Hosted Test Products. SailPoint shall have no obligation to maintain or provide any User Data from Hosted Test Products upon expiration or termination of these Terms. SailPoint will not be required to remove copies of the User Data from its backups until such time as the backup copies are scheduled to be deleted in the normal course of business; provided that in all cases SailPoint will continue to protect the User Data in accordance with Section 8 (Confidentiality).

6.3. Effect of Termination. Upon expiration or termination of these Terms, all access to the Test Products and, if applicable, licenses to the Required Software granted to User under these Terms and any Participation Opportunity Notifications shall immediately terminate and User will cease using the Test Products and SailPoint Confidential Information. Sections 3.3 (Restrictions), 4 (Intellectual Property), 6.3 (Effect of Termination), 7 (No Warranties), 8 (Confidentiality), 10 (Indemnification), 11 (Limitations of Liability), and 12 (General Provisions) shall survive the expiration or termination of these Terms for any reason.

7. No Warranties.

7.1. Disclaimer. THE TEST PRODUCTS ARE PROVIDED "AS IS," "WHERE IS," AND "WITH ALL FAULTS." To the maximum extent permitted by applicable law, SailPoint makes no warranties of any kind, whether express, implied, statutory, or otherwise, and specifically disclaims all warranties of fitness for a particular purpose, merchantability, accuracy of informational content, systems integration, non-infringement, non-interference with enjoyment or otherwise. SailPoint does not warrant that the Test Products will be error free or uninterrupted, nor does

SailPoint warrant that it will preserve or maintain any User Data without loss. SailPoint has no support obligations for the Test Products under these Terms and is not responsible for any downtime or other issues that may arise within User's information technology environment (including within third party business applications used by User) in connection with the Test Products.

7.2. Third Party Services for Hosted Test Products. The Hosted Test Products may integrate with, link to, or otherwise allow User to export User Data to, products and/or services offered by third parties ("**Third Party Services**"). SailPoint has no control over, does not endorse and is not responsible for the Third Party Services. To the extent User elects to export User Data from Hosted Test Products to any Third Party Services, User acknowledges and agrees that SailPoint will not be responsible or liable for any damage or loss to User Data resulting from User's use of, or reliance on, Third Party Services. In addition, SailPoint will not be responsible or liable for any damage to, or disruption of, Third Party Services that occurs as a result of User exporting User Data to a Third Party Services or otherwise in connection with User integrating Third Party Services with the Hosted Test Products. User further acknowledges and agrees that the foregoing shall in no way limit the warranty disclaimers provided in Section 7.1. User's use of Third Party Services is subject to the terms and conditions applicable to the Third Party Services.

8. Confidentiality.

8.1. As used in these Terms, "**Confidential Information**" means all proprietary, non-public information disclosed by a party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), directly or indirectly, which, (a) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary," (b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the Receiving Party to be "confidential" or "proprietary" within thirty (30) days of the disclosure, or (c) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself. The Test Products (including the existence and functionality of the Test Products), the Documentation, business and marketing plans, technology and technical information, product designs, and business processes of SailPoint shall be the Confidential Information of SailPoint. User Data, if provided, shall be the Confidential Information of User.

8.2. "**Confidential Information**" does not include information that: (a) is known publicly at the time of the disclosure by the Disclosing Party or becomes known publicly after disclosure through no fault of the Receiving Party; (b) is known to the Receiving Party at the time of disclosure by the Disclosing Party due to previous receipt from a source that was not bound by confidentiality obligations to the Disclosing Party at that time; or (c) is independently developed by the

Receiving Party without use of or reference to the Confidential Information as demonstrated by the written records of the Receiving Party.

8.3. The Receiving Party shall not (a) use the Confidential Information of the Disclosing Party except to exercise its rights and perform its obligations under these Terms or (b) disclose the Confidential Information to any third party, except those of its employees, service providers, agents, and representatives who are subject to confidentiality obligations at least as stringent as the obligations set forth herein and have a "need to know" in order to carry out the purpose of these Terms. The Receiving Party shall use at least the same degree of care it uses to protect its own confidential information of like nature, but not less than a reasonable degree of care, to protect the Confidential Information of the Disclosing Party.

8.4. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent the disclosure is required by law or order of a court or other governmental authority; provided that the Receiving Party shall use commercially reasonable efforts to promptly notify the Disclosing Party prior to the disclosure to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict the disclosure.

9. Data Security and Processing. To the extent that SailPoint processes User Personal Data on the behalf of User as Data Processor (as defined in the DPA) in the course of providing Hosted Test Products pursuant to these Terms, the parties will comply with the DPA.

10. Indemnification for User Data. User will defend SailPoint and its Affiliates from any and all claims, demands, suits, or proceedings brought against SailPoint by a third party alleging a violation of a User's or third party's rights arising from or related to any User Data, including the User's provision of the User Data to SailPoint or its Affiliates or their respective use of the User Data in connection with providing the Hosted Test Products in accordance with these Terms. User will indemnify SailPoint for all damages and costs (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction, authorized arbitral panel, or paid to a third party in accordance with a written settlement agreement signed by User, in connection with any such claims, demands, suits, or proceedings.

11. Limitations of Liability. In no event shall SailPoint be liable to User for any, indirect, special, punitive or consequential loss or damage, including loss of profits, loss of business, loss of revenue, loss of or damage to goodwill, loss of savings (whether anticipated or otherwise) or loss of data. To the maximum extent permitted by law and notwithstanding any other provision of these Terms, SailPoint's aggregate liability

to User shall not exceed one thousand dollars (\$1,000).

12. General Provisions.

- 12.1. Assignment.** User may not assign these Terms or otherwise transfer any right or obligation under these Terms, without SailPoint's prior written consent. Any attempt by a User to assign or transfer its rights or obligations under these Terms other than as permitted by this Section 12.1 shall be void and of no effect. These Terms shall be binding upon and inure to the benefit of the parties' successors and permitted assigns.
- 12.2. Notices.** Except as otherwise expressly permitted in these Terms, notices under these Terms shall be in writing and shall be deemed to have been given (a) five (5) business days after mailing if sent by registered or certified mail, (b) when personally delivered, or (c) one (1) business day after deposit for overnight delivery with a recognized courier for U.S. deliveries (or three (3) business days for international deliveries).
- 12.3. Equitable Relief.** The parties agree that a material breach of Section 8 (Confidentiality) or Section 3.3 (Restrictions) would cause irreparable injury to the non-breaching party for which monetary damages alone would not be an adequate remedy, and therefore the non-breaching party shall be entitled to equitable relief in addition to any other remedies it may have hereunder or at law, without the requirement of posting bond or proving actual damages.
- 12.4. Entire Agreement.** These Terms together with the documents incorporated herein by reference contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous oral and written communications, representation, understandings, and agreements by the parties concerning the subject matter of these Terms.
- 12.5. Export Laws.** Export laws of the United States and any other relevant local export laws apply to the Test Products. User agrees that the export laws govern its use of the Test Products (including technical data) and any materials provided under these Terms, and User

agrees to comply with all applicable export laws. User agrees that no data, information, software programs, or other materials resulting from Test Products (or direct product thereof) will be exported, directly or indirectly, in violation of these laws.

- 12.6. Independent Contractors, No Third-Party Beneficiaries.** The parties have the status of independent contractors, and nothing in these Terms nor the conduct of the parties will be deemed to place the parties in any other relationship. Except as provided in these Terms, neither party shall be responsible for the acts or omissions of the other party or the other party's personnel. Save as contained expressly herein, these Terms confers no rights upon either party's employees, agents, contractors, partners or customers or any other person or entity.
- 12.7. Publicity.** User shall not issue any press releases or public statements regarding its use of the Test Products without the prior written consent of SailPoint. User agrees not to disclose to any third party (including disclosure via public reviews, Internet blogs or any other forum) that it is using the Test Products, any Feedback, problems, or other information about the Test Products, or the technology underlying the Test Products, in each case without the prior written consent of SailPoint.
- 12.8. Governing Law and Severability.** This Agreement is governed by the laws of the State of Texas, excluding any of its conflict of law principles that would apply laws of another jurisdiction, and the exclusive venue for any dispute relating to this Evaluation Agreement shall be the courts located in Austin, Texas. The United Nations Convention on Contracts for the International Sale of Goods does not apply. If any term of these Terms is held to be invalid or unenforceable, that term shall be reformed.
- 12.9. Anti-Bribery/Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with these Terms. If either party learns of any violation of the foregoing restriction, the party will use reasonable efforts to promptly notify the other party.

*** End of Terms ***