



SOFTWARE AS A SERVICE AGREEMENT (APAC) (V.20210528)

PLEASE READ THIS SAAS AGREEMENT BEFORE USING SAILPOINT'S SERVICES. BY ACCESSING OR USING SAILPOINT'S IDENTITY NOW SOFTWARE AS A SERVICE OFFERING, YOU ("the **Customer**") SIGNIFY ACCEPTANCE OF AND AGREE TO THE TERMS AND CONDITIONS OF THIS SAAS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS SAAS AGREEMENT, DO NOT ACCESS OR USE THE SERVICES. IF THE PARTIES HAVE A FULLY EXECUTED AGREEMENT THAT EXPRESSLY GOVERNS ORDERS FOR SAILPOINT'S SOFTWARE AS A SERVICE OFFERING, SUCH AGREEMENT SHALL SUPERSEDE THIS SAAS AGREEMENT.

WHEREAS, SailPoint is the provider of hosted software offerings, and the Customer wishes to obtain access to the same under the terms of this SaaS Agreement; and

WHEREAS, the parties desire that this SaaS Agreement serve as a master agreement between them for the purposes of any Orders that Customer may place with SailPoint or a Partner, from time to time.

1. DEFINITIONS

As used in this SaaS Agreement:

"Customer Data" means all data and other information that Customer or a User provides or makes available to SailPoint in connection with the Services or this SaaS Agreement. Customer Data excludes Usage Data (as defined herein).

"Customer Personal Data" means all Customer 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 Customer regarding the use or operation of the SaaS Services.

"Identity Cube" means, if applicable to the SaaS Services to which Customer has subscribed, a unique collection of identity data for an individual human, a non-human bot, or other user that will be granted access to and/or managed by such SaaS Services.

"Order" means the schedule, quotation, statement of work, or other document(s) by which Customer orders the SaaS Services or Other Services pursuant to this SaaS Agreement.

"Other Services" means all technical and non-technical professional services identified in an Order and performed or delivered by SailPoint under this SaaS Agreement, consisting solely of implementation services, implementation support, best practices consultations, integration efforts, and training and education services, in each case which are provided on a non-work for hire basis and documented in statements of work mutually agreed to by the parties. For purposes of clarity, Other Services does not include the SaaS Services or the SaaS Support (as defined herein).

"Partner" means a reseller or distributor that has an agreement with SailPoint that authorizes them to resell the SaaS Services or Other Services.

"Required Software" means, if applicable to the SaaS Services to which Customer has subscribed, a virtual machine that connects Customer's target Sources using public APIs, connectors, and integrations to the SaaS Services. If applicable, Required Software will be identified in the relevant Documentation.

"SaaS Services" means the specific SailPoint internet-accessible software-as-a-service(s) offering(s) identified in an Order and hosted by SailPoint, its affiliates or service providers and made available to Customer over a network on a term-use basis.

"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.

"Services" means the SaaS Services, SaaS Support, and Other Services.

"Source" means, if applicable to the SaaS Services to which Customer has subscribed, a Customer 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.

"Term" means that period(s) specified in an Order during which Customer will have access to and use of the SaaS Services, as the same may be renewed or extended in accordance with the applicable Order.

"User" means an employee or independent contractor of Customer or other Identity Cube user that Customer authorizes to use the SaaS Services on Customer's behalf.

2. SAAS SERVICES

2.1. **Provision of SaaS Services.** During the Term, SailPoint grants Customer a limited, non-exclusive, non-transferrable (except in accordance with Section 12.1 (Assignment)), non-sublicensable right to access and use the SaaS Services in accordance with the Documentation, solely for Customer's internal business operations, in each case subject to the terms of this SaaS Agreement, including, if applicable, the number of Identity Cubes and Sources documented in the Order. Customer agrees that its purchase of the Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by SailPoint with respect to future functionality or features.

2.2. **Required Software.** Customer acknowledges that use of certain SaaS Services requires the installation of the Required Software as a pre-requisite for using such SaaS Services. Customer agrees to install such Required Software, including any required updates if and when available. To the extent applicable to the SaaS Services to which Customer has subscribed, SailPoint hereby grants to Customer 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 Services, during the Term, in each case subject to the terms of this SaaS Agreement.

2.3. **Users.** Customer will cause Users to abide by the terms of this SaaS Agreement. Any action or omission of a User, which, if attributable to Customer would constitute a breach of this SaaS Agreement by Customer, will be deemed to be a breach of this SaaS Agreement by Customer. SailPoint may terminate or suspend any User's access to the SaaS Services for any breach without notice.

2.4. **SaaS Support.** During the Term, SailPoint will provide Customer with support services (the **"SaaS Support"**) in accordance with SailPoint's current Premium SaaS Support Policy as described on SailPoint's website at <https://www.sailpoint.com/legal/>.

2.5. **Service Level Agreement.** The SaaS Service Level Agreement ("**SLA**") for the production instance of the SaaS Service is set forth in SailPoint's current SLA as described on SailPoint's website at <https://www.sailpoint.com/legal/>.

3. CUSTOMER RESPONSIBILITIES AND RESTRICTIONS

3.1. **Customer Responsibilities.** Customer is responsible for all activities conducted by it or through the accounts of its Users on the SaaS Services. Except for SailPoint's obligations described in Section 8 (Confidentiality) and Section 9 (Data Security), Customer shall (i) have sole responsibility for the accuracy, security quality, and legality of the Customer Data and the means by which Customer acquired the Customer Data and the right to provide the Customer Data for the purposes of this SaaS Agreement (including ensuring the receipt of all permissions from individuals and other third parties as may be necessary in order to provide the Customer Data for the purposes

contemplated in this SaaS Agreement); (ii) be responsible for the security and confidentiality of Customer's and its Users' account information; (iii) be responsible for maintaining a back-up of all Customer Data; and (iv) prevent unauthorized access to, or use of, the Services, and notify SailPoint promptly of any such unauthorized access or use.

- 3.2. Compliance with Laws. Customer shall comply with all applicable local, state, national, and foreign laws, rules, and regulations ("laws") in connection with its use of the Services, collection and other processing of all Customer Data, and performance under this SaaS Agreement, including those laws related to employment, data privacy and protection, and international activities. Customer acknowledges that SailPoint exercises no control over the Customer Data transmitted by Customer or Users to or through the SaaS Services. SailPoint may impose limits on the use or access to the Services as required by applicable law.
- 3.3. Restrictions. Customer and its Users shall not, and shall not permit any third party to: (i) copy or republish the Services; (ii) make the Services available to any person other than Users; (iii) rent, lend, sell, sublicense, or use the Services to provide service bureau, time-sharing or other services to third parties; (iv) send or store in the SaaS Services any Sensitive Data, which such Sensitive Data is not necessary for SailPoint to provide the Services, or any data that is required to be resident in any country other than the country where the production instance of the SaaS Service is initially located; (v) send or store viruses, spyware, ransomware, timebombs, Trojan horses, or other harmful or malicious code, or files to or in connection with the Services; (vi) send or store infringing, offensive, harassing or otherwise unlawful material in connection with the Services; (vii) modify or create derivative works based upon the Services or Documentation; (viii) remove, modify, or obscure any copyright, trademark, or other proprietary notices contained in the Services or Documentation; (ix) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code used or embodied in the SaaS Services, which for the avoidance of doubt includes the related algorithms, methods, and techniques; (x) access or use the Services or Documentation in order to build a similar or competitive product, or (xi) exploit the Services 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 such law or agreement.

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 Customer under this SaaS Agreement, retain all right, title, and interest in and to the Services, Documentation and any other materials provided by SailPoint or its licensors under this SaaS Agreement, including all modifications and derivative works related thereto and intellectual property rights therein. No rights are granted to Customer under this SaaS Agreement other than expressly set forth in this SaaS Agreement.
- 4.2. Rights in Customer Data. As between SailPoint and Customer, Customer owns the Customer Data. Customer 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 Customer Data as reasonably necessary to (a) provide the Services to Customer and (b) monitor, modify, and improve (including develop) the SaaS Services; *provided, however*, that with respect to any such Customer Data that constitutes Customer 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 Customer or any of its Users 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 Services ("**Feedback**"), Customer 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.
- 4.4. Usage Data. SailPoint may collect and retain, during and after the Term: (i) data that is automatically generated by the SaaS Services in

connection with Customer's use, configuration and deployment of the SaaS Services, including patterns identified through the use of algorithms regarding User credentialing and access requests, log data and data regarding the performance and availability of the Services and (ii) Customer Data that has been anonymized in such a manner that it is not, alone or in combination with other data, reasonably identifiable to Customer or a User and is aggregated with the data of other customers (such data described in (i) and (ii), collectively, "**Usage Data**"). SailPoint may use and exploit Usage Data for any legal purpose; provided that if SailPoint provides Usage Data to third parties (other than SailPoint's affiliates), such Usage Data shall be presented in a manner that is not, alone or in combination with other data, reasonably identifiable to Customer or a User.

5. ORDERS AND PAYMENT

- 5.1. Orders. Customer may purchase Services by either (a) entering into an Order with SailPoint or (b) entering into an Order with a Partner that is subsequently acknowledged by SailPoint in writing or following notification of an Order to SailPoint from the Partner, SailPoint sends a delivery notice to Customer via email. Each Order with SailPoint shall be signed by both Customer and SailPoint or issued by SailPoint and acknowledged by Customer via the issuance of a purchase order that incorporates by reference the applicable Order and subsequently accepted by SailPoint. All Orders placed through a Partner will be subject to pricing mutually agreed to between Customer and Partner. All Services purchased by Customer through either SailPoint or a Partner shall be governed exclusively by this SaaS Agreement and, subject to Section 12.5, the applicable Order.
- 5.2. Fees; Invoicing and Payment.
- (a) Direct Purchases from SailPoint. For direct purchases with SailPoint, all fees for the Services shall be set forth in the applicable Order. All fees are exclusive of sales and use taxes, value added taxes (VAT), or similar charges. Unless otherwise provided in the Order, SailPoint shall invoice Customer for all fees described therein on the Order effective date. Customer shall pay all invoices (except with respect to charges then under reasonable and good faith dispute) net thirty (30) days from date of invoice. Except as expressly provided otherwise herein, fees are non-refundable, non-cancellable and not subject to set-off. All fees shall be stated in and paid by the Customer in the currency stated in each Order. If any fees (except with respect to charges then under reasonable and good faith dispute) remain unpaid by their due date, in addition to any other rights or remedies it may have under this SaaS Agreement or by matter of law, (i) SailPoint reserves the right to suspend the Services upon thirty (30) days written notice, until such amounts are paid in full, and (ii) any such unpaid fees may accrue, at SailPoint's discretion, late charges at the rate of the lesser of one and one-half (1.5%) percent of the outstanding balance per month or the maximum rate permitted by law from the date such fees were due until the date paid. Further, Customer shall be responsible for all costs and expenses associated with collecting such fees, including reasonable attorneys' fees. Suspension of the Services under this section shall not release Customer of its payment obligations under this SaaS Agreement.
- (b) Purchases Through a Partner. For any Services purchased by Customer through a Partner, the pricing and payment terms are established by and between Customer and such Partner ("**Partner Agreement**") and all payments will be made directly to Partner. If a Partner is entitled to terminate or suspend any Services purchased by Customer through such Partner pursuant to the Partner Agreement and notifies SailPoint of such, SailPoint may suspend or terminate the Services identified by such Partner. Subsequently, if Partner notifies SailPoint that Customer is entitled to reinstatement of any Services purchased by Customer through such Partner pursuant to the Partner Agreement, and Customer is otherwise in compliance with the terms of this SaaS Agreement, SailPoint shall reinstate such Services as soon as reasonably practicable. SailPoint shall not be liable to Customer or to any third party for any liabilities, claims, or expenses arising from or relating to any suspension or termination of Services in accordance with this Section 5.2(b).
- 5.3. Expenses. Unless otherwise specified in an Order, Customer will reimburse SailPoint for all pre-approved, out-of-pocket travel and

related expenses incurred in performing the Other Services. SailPoint will include reasonably detailed documentation of all such expenses with each related invoice.

- 5.4. **Taxes.** Customer is responsible for payment of all sales and use taxes, value added taxes (VAT), or similar charges relating to Customer's purchase and use of the Services, excluding taxes based on SailPoint's net income. If SailPoint has a legal obligation to pay or collect taxes for which Customer is responsible under this SaaS Agreement, the appropriate amount shall be computed based on Customer's address listed under Customer Information above and invoiced to and paid by Customer, which amounts are in addition to the fees for the Services, unless Customer provides SailPoint with a valid tax exemption certificate authorized by the appropriate taxing authority.

6. TERM, SUSPENSION, AND TERMINATION

- 6.1. **Term.** The term of this SaaS Agreement shall begin on the date that Customer enters into an Order pursuant to Section 5.1 (Orders) (the "Effective Date") and continues until the stated Term in all Orders has expired or has otherwise been terminated. This SaaS Agreement may be terminated at any time by mutual agreement of SailPoint and Customer.
- 6.2. **Termination for Material Breach.** Either party may terminate this SaaS Agreement if the other party fails to cure any material breach within thirty (30) days after receipt of written notice of such breach. Upon any termination of this SaaS Agreement by Customer for a material breach by SailPoint pursuant to this Section 6.2, SailPoint will refund Customer a pro-rata portion of any prepaid fees paid by Customer to SailPoint that cover the remainder of the Term after the effective date of termination and a pro-rata portion of any prepaid fees paid by Customer to SailPoint for Other Services that cover Other Services that have not been delivered as of the effective date of termination.
- 6.3. **Suspension for Ongoing Harm.** SailPoint reserves the right to suspend delivery of the SaaS Services if SailPoint reasonably concludes that Customer or a User's use of the SaaS Services is causing immediate and ongoing harm to SailPoint or the security, integrity, or availability of the SaaS Services. SailPoint will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension. In the extraordinary case that SailPoint must suspend delivery of the SaaS Services, SailPoint shall promptly notify Customer of the suspension and the parties shall diligently attempt to resolve the issue. SailPoint shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to any suspension of the SaaS Services in accordance with this Section 6.3. Nothing in this Section 6.3 will limit SailPoint's other rights under this Section 6.
- 6.4. **Retrieval of Customer Content.** Upon request by Customer made at least thirty (30) days prior to the effective date of the termination of this SaaS Agreement, SailPoint will make available to Customer, at no cost, for a maximum of thirty (30) days following such termination for download a file of the Customer Data then-currently stored in the SaaS Services ("**Customer Content**"). After such thirty (30)-day period, SailPoint shall have no obligation to maintain or provide any Customer Content and shall thereafter, unless legally prohibited, be entitled to delete all Customer Content; provided, however, that SailPoint will not be required to remove copies of the Customer Content from its backups until such time as the backup copies are scheduled to be deleted in the normal course of business; provided further that in all cases SailPoint will continue to protect the Customer Content in accordance with Section 8 (Confidentiality). Additionally, during the Term, Customer may extract Customer Content from the SaaS Services using SailPoint's standard web services.
- 6.5. **Effect of Termination.** Upon expiration or termination of this SaaS Agreement, all licenses to the Required Software and access to the SaaS Services granted to Customer under this SaaS Agreement and all Orders placed hereunder shall immediately terminate and Customer will cease using the SaaS Services, (except as permitted under Section 6.4 (Retrieval of Customer Content)) and SailPoint Confidential Information. Expiration or termination of this SaaS Agreement for any reason other than termination by Customer for a material breach by SailPoint pursuant to Section 6.2 (Termination for Material Breach) shall not relieve Customer of the obligation to pay all future amounts due under all Orders. Sections 3.3 (Restrictions), 4 (Intellectual Property), 5.2 (Fees; Invoicing and Payment), 6.5 (Effect

of Termination), 7.2 (Disclaimer), 8 (Confidentiality), 10 (Limitations of Liability), 11 (Indemnification) and 12 (General Provisions) shall survive the expiration or termination of this SaaS Agreement for any reason.

7. WARRANTIES AND REMEDIES, AND DISCLAIMERS

7.1. Warranties and Remedies.

- (a) **General.** Each party represents and warrants that it has the legal power and authority to enter into and perform under this SaaS Agreement. SailPoint shall comply with all laws applicable to SailPoint in its performance hereunder.
- (b) **SaaS Services.** SailPoint warrants that during the Term the SaaS Services will perform substantially in accordance with the Documentation. As Customer's exclusive remedy and SailPoint's sole liability for breach of the warranty set forth in this Section 7.1(b), (i) SailPoint shall correct the non-conforming SaaS Services at no additional charge to Customer, or (ii) in the event SailPoint is unable to correct such deficiencies after good-faith efforts and within a commercially reasonable timeframe, Customer shall be entitled to terminate the applicable SaaS Services and SailPoint will refund Customer a pro-rata portion of any prepaid fees attributable to the defective SaaS Services paid by Customer to SailPoint from the date SailPoint received the notice contemplated in the next sentence. To receive warranty remedies, Customer must promptly report deficiencies in writing to SailPoint, but no later than thirty (30) days of the first date the deficiency is identified by Customer. The warranty set forth in this Section 7.1(b) shall apply only if the applicable SaaS Services has been utilized in accordance with the Documentation, this SaaS Agreement, and applicable law.
- (c) **Other Services.** SailPoint warrants that the Other Services will be performed in a professional manner consistent with applicable industry standards. As Customer's exclusive remedy and SailPoint's sole liability for breach of the warranty set forth in this Section 7.1(c), SailPoint will, at its sole option and expense, promptly re-perform any Other Services that fail to meet this limited warranty or refund to Customer the fees paid for the non-conforming portion of the Other Services.

- 7.2. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7 AND 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 SAAS SERVICES WILL BE ERROR FREE OR UNINTERRUPTED. SAILPOINT MAKES NO WARRANTY REGARDING ANY NON-SAILPOINT APPLICATION WITH WHICH THE SAAS SERVICES MAY INTEROPERATE. THE LIMITED WARRANTIES PROVIDED IN THIS SECTION 7 ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE SUBJECT MATTER OF THIS SAAS AGREEMENT.

8. CONFIDENTIALITY

- 8.1. As used in this SaaS Agreement, "**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 such disclosure, or (c) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself, including the Customer Data, terms of this SaaS Agreement, each Order, the Services and Documentation, business and marketing plans, technology and technical information, product designs, and business processes of either party.
- 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 wasn't 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 this SaaS Agreement or (b) disclose such 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 this SaaS Agreement. 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 such 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 such disclosure to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.

9. DATA SECURITY

SailPoint will maintain administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data, including measures designed to prevent unauthorized access, use, modification, or disclosure of Customer Personal Data. SailPoint's current SaaS data security programs for each SaaS Service are described on SailPoint's website at <https://www.sailpoint.com/legal/>. With respect to the SaaS Services listed at <https://www.sailpoint.com/legal/saas-services/>, SailPoint will operate in conformance with the physical, technical, operational, and administrative measures and protocols regarding data security that are set forth in its then current Service Organization Control 2 (SOC 2) Type 2 Report(s) (or equivalent report(s)), received from its third-party auditors.

10. LIMITATIONS OF LIABILITY

10.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS SAAS AGREEMENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER UNDER THE ORDER GIVING RISE TO THE CLAIM FOR THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION SHALL APPLY WHETHER AN ACTION IS IN CONTRACT, TORT, OR OTHERWISE AND REGARDLESS OF THE THEORY OF LIABILITY.

- (a) NOTWITHSTANDING THE LIMITATIONS SET FORTH IN SECTION 10.1, NEITHER PARTY EXCLUDES OR LIMITS ITS LIABILITY FOR:
 - (i) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 11 (INDEMNIFICATION);
 - (ii) DAMAGES RESULTING FROM EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD;
 - (iii) DAMAGES RESULTING FROM EITHER PARTY'S BREACH OF SECTION 8 (CONFIDENTIALITY); OR
 - (iv) CUSTOMER'S PAYMENT OBLIGATIONS.

10.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING (BY WAY OF EXAMPLE AND NOT AN EXHAUSTIVE LIST), LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF USE, OR OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS SAAS AGREEMENT, HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT, OR OTHERWISE AND REGARDLESS OF THE THEORY OF LIABILITY AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

NOTWITHSTANDING THE IMMEDIATELY PRECEDING SENTENCE, THE FOLLOWING SHALL BE EXCLUDED FROM THE LIMITATIONS SET FORTH IN THIS SECTION 10.2:

- (A) DAMAGES RESULTING FROM EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD; AND
- (B) DAMAGES RESULTING FROM EITHER PARTY'S BREACH OF SECTION 8 (CONFIDENTIALITY).

10.3. THE LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES STATED HEREIN WILL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. BOTH PARTIES HEREUNDER SPECIFICALLY ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES STATED HEREIN ARE REFLECTED IN THE PRICING AND BUT FOR SUCH LIMITATIONS AND EXCLUSIONS, SAILPOINT WOULD NOT HAVE MADE THE SERVICES AVAILABLE TO CUSTOMER.

11. INDEMNIFICATION

11.1. Indemnification by SailPoint. Subject to Section 11.3 (Indemnity Process), SailPoint will defend Customer from any and all claims, demands, suits, or proceedings brought against Customer by a third party alleging that the SaaS Services, as provided by SailPoint to Customer under this SaaS Agreement, infringe any patent, copyright, or trademark or misappropriate any trade secret of that third party (each, an "**Infringement Claim**"). SailPoint will indemnify Customer 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 SailPoint, in connection with an Infringement Claim. In the event any such Infringement Claim is brought, or in SailPoint's reasonable opinion is likely to be brought, SailPoint may, at its option: (a) procure the right to permit Customer to continue use of the SaaS Services, (b) replace or modify the SaaS Services with a non-infringing alternative having substantially equivalent performance within a reasonable period of time, or (c) if the foregoing options are not reasonably practicable, terminate the applicable Order and repay to Customer any prepaid fees paid by Customer under such Order to SailPoint with respect to any period of time following the termination date. Notwithstanding the foregoing, SailPoint shall have no liability for any Infringement Claim of any kind to the extent that it relates to (i) modification of the SaaS Services by a party other than SailPoint, (ii) use of the SaaS Services in combination with any other product, service, or device, if the infringement would have been avoided by the use of the SaaS Services without such other product, service, or device, or (iii) use of the SaaS Services other than in accordance with the Documentation and this SaaS Agreement. The indemnification obligations set forth in this Section 11.1 are Customer's exclusive remedy and SailPoint's sole liability with respect to SailPoint's infringement or misappropriation of third-party intellectual property rights of any kind.

11.2. Indemnification by Customer. Subject to Section 11.3 (Indemnity Process), Customer 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 the Customer Data, including the Customer's provision of the Customer Data to SailPoint or its affiliates or their respective use of the Customer Data in connection with providing the Services in accordance with this SaaS Agreement. Customer 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 Customer, in connection with any such claims, demands, suits, or proceedings.

11.3. Indemnity Process. The party seeking indemnification under this Section 11 ("**Indemnitee**") must (a) promptly notify the other party ("**Indemnitor**") of the claim (provided that any failure to provide such prompt written notice will only relieve the Indemnitor of its obligations to the extent its ability to defend such claim is materially prejudiced by such failure), (b) give the Indemnitor sole control of the defense and settlement of the claim (provided that Indemnitor shall not consent to entry of any judgment or admission of any liability of the Indemnitee without the prior written approval of the Indemnitee), and (c) provide reasonable assistance, cooperation, and required information with respect to the defense and settlement of the claim, at the Indemnitor's

expense. At its own expense, the Indemnitee may retain separate counsel to advise the indemnitee regarding the defense or settlement of the claim.

12. GENERAL PROVISIONS

12.1. Assignment. Neither party may assign this SaaS Agreement or otherwise transfer any right or obligation under this SaaS Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign this SaaS Agreement in its entirety to an acquirer of all or substantially all of the assets or equity of such party to which this SaaS Agreement relates, whether by merger, asset sale, or otherwise so long, in the event of an assignment by Customer, as all fees then due and payable to SailPoint have been paid. Any attempt by a party to assign or transfer its rights or obligations under this SaaS Agreement other than as permitted by this Section 12.1 shall be void and of no effect. Subject to the foregoing, this SaaS Agreement 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 this SaaS Agreement, notices under this SaaS Agreement shall be in writing and shall be deemed to have been given (a) five (5) business days after mailing if sent by registered or certified U.S. mail, (b) when 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. Force Majeure Event. Neither party shall be liable to the other for any delay or failure to perform hereunder due to circumstances beyond such party's reasonable control, including acts of God, acts of government, computer related attacks, hacking, or acts of terror, service disruptions involving hardware, software, or power systems not within such party's possession or reasonable control (a "**Force Majeure Event**"). Notwithstanding the foregoing, Customer shall remain liable for the timely payment of all amounts required to be paid pursuant to an applicable Order, notwithstanding the occurrence or persistence of a Force Majeure Event.

12.4. 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.

12.5. Entire Agreement. This SaaS Agreement 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 this SaaS Agreement. No terms, provisions or conditions contained in any purchase order, sales confirmation, or other business form that either party may use in connection with the transactions contemplated by this SaaS Agreement will have any effect on the rights or obligations of the parties under, or otherwise modify, this SaaS Agreement. If there is any conflict between the terms of this SaaS Agreement and any Order or similar ordering document with a Partner, the terms of this SaaS Agreement shall control unless SailPoint and Customer expressly agree otherwise in the applicable Order or other document signed by both parties by specific reference to this Section and the Section(s) of this SaaS Agreement that are modified. Where SailPoint is required to "click through" or otherwise accept any online terms as a condition to its provision or receipt of Services, such terms are not binding and shall not be deemed to modify this SaaS Agreement. No modification, amendment, or waiver of any provision of this SaaS Agreement will be effective unless in writing and signed by authorized representatives of both parties hereto. Any failure to enforce any provision of this SaaS Agreement shall not constitute a waiver thereof or of any other provision and a waiver of any breach of this SaaS Agreement shall not constitute a waiver of any other or subsequent breach.

12.6. Publicity. During the term of this SaaS Agreement, SailPoint may include Customer's name and logo in its customer lists, including on its website. To the extent Customer provides standard trademark usage guidelines, SailPoint shall use Customer's name and logo in accordance with such guidelines.

12.7. Government End User. If Customer is a U.S. government entity or if this SaaS Agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR), Customer acknowledges that elements of the Service constitute software and documentation and are provided as "Commercial Items" and are being licensed to U.S. Government End User as "Commercial Computer Software," in each case as defined in 48 C.F.R. 2.101, subject to the restrictions set forth in 48 C.F.R. 12.201, 12.211 and 12.212 and the terms of this SaaS Agreement. If licensed to any agency within the Department of Defense ("**DOD**"), the U.S. Government acquires a license to this Commercial Computer Software and/or Commercial Computer Software Documentation subject to the terms of this SaaS Agreement as specified in 48 C.F.R. 27.7202-3, and the restrictions set forth therein, of the DOD FAR Supplement ("**DFARS**") and its successors. The use of the Service by the U.S. Government End User constitutes acknowledgement of SailPoint's proprietary rights in the Service and the Government End User shall only use the Services as set forth in this SaaS Agreement. This Government End User Section 12.7 is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data.

12.8. Export Laws. Export laws of the United States and any other relevant local export laws apply to the Services. Customer agrees that such export laws govern its use of the Services (including technical data) and any materials provided under this SaaS Agreement, and Customer agrees to comply with all such export laws. Customer agrees that no data, information, software programs, or other materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws.

12.9. Independent Contractors, No Third-Party Beneficiaries. The parties have the status of independent contractors, and nothing in this SaaS Agreement nor the conduct of the parties will be deemed to place the parties in any other relationship. Except as provided in this SaaS Agreement, neither party shall be responsible for the acts or omissions of the other party or the other party's personnel. There are no third-party beneficiaries under this SaaS Agreement.

12.10. Governing Law, Jurisdiction, Attorneys' Fees, and Severability. Where the address of the Customer (as listed in any Order hereto) is located in any of the following countries, then the laws of such country (and state, when specified) shall apply to this SaaS Agreement or Order, as the case may be: New South Wales, Australia; Hong Kong SAR; New Zealand; Singapore; and Taiwan. Where such address is located in any other country, this SaaS Agreement or any Order, as applicable, will be governed by and construed in accordance with the laws of State of New York, United States of America. In any event, the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Where the address of the Customer (as listed in any Order hereto) is located in any of the following countries, then all rights, duties, and obligations under this SaaS Agreement or such Order will be brought before and are subject to the exclusive jurisdiction of the following courts of competent jurisdiction: New South Wales, Australia; Hong Kong SAR; New Zealand; Singapore; and Taiwan. Where such address is located in any other country, then all rights, duties, and obligations under this SaaS Agreement or such Order will be brought before and are subject to the exclusive jurisdiction of the federal courts of the State of New York, United States of America. In any court action at law or equity, which is brought by one of the parties to enforce or interpret the provisions of this SaaS Agreement, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled. If any term of this SaaS Agreement is held to be invalid or unenforceable, that term shall be reformed.

12.11. 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 this SaaS Agreement. If either party learns of any violation of the foregoing restriction, such party will use reasonable efforts to promptly notify the other party.

12.12. Interpretation. For purposes of interpreting this SaaS Agreement, (a) unless the context otherwise requires, the singular includes the plural, and the plural includes the singular; (b) unless otherwise specifically stated, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this SaaS Agreement as a whole and not to any particular section or paragraph; (c) the words "include" and

"including" will not be construed as terms of limitation, and will therefore mean "including but not limited to" and "including without limitation"; (d) unless otherwise specifically stated, the words "writing" or "written" mean preserved or presented in retrievable or reproducible form, whether electronic (including email but excluding

voice mail) or hard copy; and (e) the captions and section and paragraph headings used in this SaaS Agreement are inserted for convenience only and will not affect the meaning or interpretation of this SaaS Agreement.

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