



MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this “**Agreement**”), is between SailPoint Technologies, Inc., a Delaware USA corporation (“**SailPoint**”) located at 11120 Four Points Drive, Suite 100, Austin, TX 78726, USA, and the “**Company**” identified below (each, a “**party**” and, collectively, the “**parties**” to this Agreement).

Company Information

Company Full Legal Name:	(“ Company ”)
State/Country/Location of Incorporation/Organization:	
Headquarters and Notice Address:	

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the Terms and Conditions below and cause this Agreement to be executed and effective as of the date of last signature below (the “**Effective Date**”).

Signatures

[Company Name] (“ Company ”)	SailPoint Technologies, Inc. (“ SailPoint ”)
By: _____ Authorized Representative	By: _____ Authorized Representative
Name:	Name:
Title:	Title:
Date:	Date:

Terms and Conditions

- In connection with the exploration and evaluation of a potential business relationship, including, without limitation, with respect to certain SailPoint software technology or services (the “**Purpose**”), either party (“**Disclosing Party**”) may disclose Confidential Information (as defined below) to the other party (“**Receiving Party**”). Receiving Party shall use the Confidential Information solely for the Purpose and, subject to Section 3, shall not disclose the Confidential Information other than to its affiliates and its or their employees, officers, directors, advisors, consultants, accountants, attorneys, co-sale partners and agents (collectively, “**Representatives**”), in each case who: (a) need access to the Confidential Information for the Purpose; (b) are informed of its confidential nature; and (c) are bound by confidentiality obligations no less protective of the Confidential Information than the terms contained herein. Receiving Party shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the same degree of care as the Receiving Party would use to protect its own Confidential Information, but in no event with less than a reasonable degree of care. Receiving Party will be responsible for any unauthorized use or disclosure of Confidential Information by its Representatives.
- “**Confidential Information**” means all proprietary, non-public information disclosed by the Disclosing Party to 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, including the terms of this Agreement, trade secrets, business and marketing plans, technology and technical information, product designs, and business processes of either party, and all notes, analyses,

summaries, and other materials prepared by Receiving Party or any of its Representatives that reveal, to any degree, any of the foregoing (“Notes”). Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of disclosure by a person or entity bound by confidentiality obligations with respect thereto; (b) is obtained by Receiving Party or its Representatives on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing the information; (c) Receiving Party establishes by documentary evidence, was in Receiving Party’s or its Representatives’ possession prior to Disclosing Party’s disclosure hereunder; or (d) Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party or its Representatives without using or referencing any Confidential Information. Confidential Information also includes (x) the facts that the parties are in discussions regarding the Purpose (or, without limitation, any termination of the discussions) and that Confidential Information has been disclosed; and (y) any terms, conditions, or arrangements discussed. Neither party will make or issue, or cause to be made or issued, any announcement or statement regarding activities under this Agreement for dissemination to the general public or any third party without the prior written consent of the other party, except as may be required by applicable law or legal regulation.

3. If Receiving Party or any of its Representatives is required by applicable law or a valid legal order to disclose any Confidential Information, Receiving Party shall, before the disclosure, notify Disclosing Party of the requirements so that Disclosing Party may seek, at Disclosing Party’s expense, a protective order or other remedy, and Receiving Party shall reasonably assist Disclosing Party therewith. If Receiving Party remains legally compelled to make the disclosure, it shall: (a) only disclose that portion of the Confidential Information that it is required to disclose; and (b) use reasonable efforts to ensure that the Confidential Information is afforded confidential treatment. All Confidential Information disclosed pursuant to this Section 3 shall remain subject to the confidentiality, non-use and non-disclosure provisions of this Agreement for all purposes other than any legally required disclosure.
4. Either party may terminate discussions regarding the Purpose and/or this Agreement at any time, without any liability or obligation whatsoever, except as expressly set forth herein. On Disclosing Party’s request, Receiving Party shall, at its discretion, promptly return to Disclosing Party or destroy all Confidential Information in its and its Representatives’ possession other than Notes, and destroy all Notes, and, at Disclosing Party’s written request, certify in writing the destruction of the Confidential Information; provided, however, electronic copies stored in system back-ups which are not readily accessible will not be required to be destroyed; provided further that the copies shall remain subject to the confidentiality obligations of this Agreement.
5. This Agreement imposes no obligation on either party to disclose any Confidential Information or to negotiate for, enter into, or otherwise pursue the Purpose. The provision of Confidential Information and discussions held in connection with the Purpose will not prevent either party from pursuing similar discussions or transactions with third parties, provided that the discussions or transactions are without reference to, or use of, the other party’s Confidential Information. Any proposals, estimates or forecasts provided by either party to the other party will not constitute commitments. Disclosing Party warrants that it has the right to disclose its Confidential Information, but makes no other representations or warranties, express or implied, with respect to any of its Confidential Information, including, without limitation, as to the accuracy or completeness of the Confidential Information, and will have no liability to Receiving Party or any other person relating to Receiving Party’s use of any of the Confidential Information or any errors therein or omissions therefrom. Neither party will transfer, transmit, export, or re-export any documents, information, software, technical data, or technology it receives under this Agreement in violation of any applicable export control laws.
6. Disclosing Party retains its entire right, title, and interest in and to its Confidential Information. Nothing contained in this Agreement will be construed as granting or conferring any rights by license, assignment or otherwise to either party under any patent, copyright, trade secret or other intellectual property right, nor will this Agreement grant either party any rights in the other party’s Confidential Information, except for the use of the Confidential Information as expressly provided in this Agreement.
7. With respect to any particular Confidential Information, the obligations of the Receiving Party under this Agreement will expire three (3) years after the Receiving Party’s receipt of that Confidential Information; provided that with respect to Confidential Information that constitutes a trade secret under applicable law, the obligations will survive the expiration until, if ever, the Confidential Information ceases to be a trade secret under applicable law, other than due to an act or omission of Receiving Party or its Representatives.
8. Receiving Party acknowledges and agrees that any breach or threatened breach of this Agreement may cause irreparable harm and injury to Disclosing Party and that the Disclosing Party shall be entitled to seek equitable relief as well as any further relief as may be granted by a court of competent jurisdiction.
9. This Agreement and all related documents are governed by, and construed in accordance with the following:
 - A. Where Company’s Headquarters and Notice Address stated above is located in Asia and Pacific Region (except for Australia and New Zealand), this Agreement will be governed by, and construed in accordance with, the laws of Singapore, without giving effect to the conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of the courts of

Singapore in any suit, action, or proceeding relating to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

- B.** Where Company's Headquarters and Notice Address stated above is located in Australia and New Zealand, this Agreement will be governed by, and construed in accordance with, the laws of New South Wales (NSW), Australia, without giving effect to the conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of the courts of Sydney, NSW in any suit, action, or proceeding relating to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
 - C.** Where the Company's Headquarters and Notice Address stated above is located in Europe (except for Germany), the Middle East and Africa, this Agreement will be governed by, and construed in accordance with the laws of England and Wales, without giving effect to the conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of the courts of England in any suit, action, or proceeding relating to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
 - D.** Where Company's Headquarters and Notice Address stated above is located in Germany, this Agreement will be governed by and construed in accordance with the laws of Germany. Each party irrevocably submits to the exclusive jurisdiction of the courts of Berlin, Germany in any suit, action, or proceeding relating to this Agreement.
 - E.** Where the Company's Headquarters and Notice Address stated above is located in any other country, this Agreement will be governed by, and construed in accordance with, the laws of the State of Texas, USA, without giving effect to the conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction. Any legal suit, action, or proceeding relating to this Agreement must be instituted in the federal or state courts located in Travis County, Texas. Each party irrevocably submits to the exclusive jurisdiction of those courts in any suit, action, or proceeding. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
- 10.** All notices must be in writing and addressed to the relevant party at its address set forth in the preamble (or a different address as the party specifies in accordance with this Section 10). All notices must be personally delivered or sent prepaid by nationally recognized courier or certified or registered mail, return receipt requested, and are effective upon actual receipt.
- 11.** This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, with respect to the Purpose. Neither party may assign this Agreement or otherwise transfer any right or obligation under this Agreement, without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties' successors and permitted assigns. This Agreement may only be amended, modified, waived, or supplemented by an agreement in writing signed by both parties. If any term of this Agreement is held to be invalid or unenforceable, that term shall be reformed.
- 12.** By their execution of this Agreement above, each party represents and warrants that it has the authority to undertake the obligations set forth in this Agreement without breaching or violating any contractual or statutory obligation owed to another party. This Agreement may be executed in counterparts which taken together will make up the whole, and a facsimile, scanned, or other electronic signature will be considered as an original.

End of Terms and Conditions