FRAMEWORK CUSTOMER AGREEMENT

PLEASE READ THIS FRAMEWORK CUSTOMER AGREEMENT BEFORE USING SAILPOINT OFFERINGS. UNLESS OTHERWISE STATED HEREIN, ALL DEFINED TERMS HEREIN SAY HAVE THE MEANING SET FORTH IN EXHIBIT A (DEFINITIONS). IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT (AS DEFINED BELOW) IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE AUTHORITY TO BIND SUCH COMPANY OR ENTITY TO THIS AGREEMENT. BY ACCESSING OR USING THE SAILPOINT OFFERINGS, YOU (THE "**CUSTOMER**") SIGNIFY ACCEPTANCE OF, AND AGREE TO, THE TERMS AND CONDITIONS OF THIS AGREEMENT BETWEEN CUSTOMER AND SAILPOINT TECHNOLOGIES, INC., A DELAWARE CORPORATION, ON BEHALF OF ITSELF AND ANY AFFILIATES PERFORMING HEREUNDER (COLLECTIVELY "**SAILPOINT**"). IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCESS OR USE ANY OF THE SAILPOINT OFFERINGS. IF THE PARTIES HAVE A FULLY EXECUTED AGREEMENT THAT EXPRESSLY GOVERNS CUSTOMER'S ORDERS (AS DEFINED BELOW) FOR THE SAILPOINT OFFERINGS, THAT AGREEMENT SHALL SUPERSEDE THIS AGREEMENT.

THE "EFFECTIVE DATE" OF THIS AGREEMENT IS THE DATE WHICH IS THE EARLIER OF (A) CUSTOMER'S INITIAL ACCESS TO ANY SAILPOINT OFFERINGS THROUGH ANY ONLINE PROVISIONING, REGISTRATION OR ORDER PROCESS OR (B) THE EFFECTIVE DATE OF THE FIRST ORDER FORM REFERENCING THIS AGREEMENT. THIS AGREEMENT WILL GOVERN CUSTOMER'S INITIAL PURCHASE ON THE EFFECTIVE DATE AS WELL AS ANY FUTURE PURCHASES MADE BY CUSTOMER THROUGH AN ORDER FORM THAT REFERENCES THIS AGREEMENT. FROM TIME TO TIME, SAILPOINT MAY MODIFY THE TERMS AND CONDITIONS OF THIS AGREEMENT. UNLESS OTHERWISE SPECIFIED BY SAILPOINT, CHANGES BECOME EFFECTIVE FOR CUSTOMER UPON RENEWAL OF THE THEN-CURRENT ORDER TERM OR UPON THE EFFECTIVE DATE OF A NEW ORDER FORM AFTER SAILPOINT PUBLISHES AN UPDATED VERSION OF THIS AGREEMENT. SAILPOINT WILL USE REASONABLE EFFORTS TO NOTIFY CUSTOMER OF CHANGES TO THE TERMS AND CONDITIONS THROUGH COMMUNICATIONS VIA COMPASS, CUSTOMER'S ACCOUNT, EMAIL OR OTHER MEANS. CUSTOMER MAY BE REQUIRED TO CLICK TO ACCEPT OR OTHERWISE AGREE TO THE MODIFIED AGREEMENT BEFORE RENEWING A SUBSCRIPTION TERM OR UPON THE EFFECTIVE DATE OF A NEW ORDER FORM, AND IN ANY EVENT CONTINUED USE OF ANY SAILPOINT OFFERINGS AFTER AN UPDATED VERSION OF THIS AGREEMENT GOES INTO EFFECT WILL CONSTITUTE CUSTOMER'S ACCEPTANCE OF THE UPDATED VERSION.

This Agreement was last updated on September 27, 2024.

Terms and Conditions

1.   SailPoint Offerings.

1.1.   Use Rights. During the applicable Order Term, SailPoint grants Customer a limited, non-exclusive, non-transferrable, non-sublicensable right to access, install, execute, and/or use (as applicable) the SailPoint Offerings solely for Customer's internal business operations, solely in accordance with the Documentation and subject to the terms of this Agreement, including the number of Identity Cubes, Sources, or other licensing measurement documented in the Order.

1.2.   Required Software for the SaaS Services. The use of certain SaaS Services requires the installation of Required Software as a pre-requisite for using the SaaS Services. Customer agrees to install any Required Software, including any required updates when available, and SailPoint hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable, license to install, execute, display, and use the Required Software in accordance with the Documentation, solely in connection with the SaaS Services, during the Order Term, in each case subject to the terms of this Agreement.

1.3.   Support. SailPoint shall provide Support to Customer during the applicable Order Term. Support is included with Customer's purchase of the applicable SaaS Services or Software license at no additional charge. An upgrade to higher level support services may be available for an additional charge.

2.   Free Licenses; Outside Technologies; and SailPoint Connectors & Integrations.

2.1.   Free Licenses. If Customer registers on SailPoint's website for a free trial or SailPoint provides Customer with a pre-production or sandbox instance of a SaaS Service or Software (which may be provided alone or for use contemporaneously with a purchased SailPoint Offering), SailPoint will make the applicable SaaS Services or Software

available to Customer free of charge. Notwithstanding anything to the contrary in this Agreement, SailPoint does not provide Support, warranties, service level commitments, or indemnification for trials, pre-production or sandbox instances, evaluations, or free or beta offerings.

2.2. **Outside Technologies.** Customer acknowledges and agrees that the SailPoint Offerings may operate on or with products, applications and/or services made available through Customer or a third-party ("**Outside Technologies**"), including, through the use of application programming interfaces (APIs). As between the parties, Customer is solely responsible for any Outside Technologies, and SailPoint is not responsible or liable for Customer's acquisition and/or use of such Outside Technologies, including, if applicable, all transmission of data through such Outside Technologies. In addition, the terms of this Agreement do not extend to Customer's use of Outside Technologies, which could impact the performance or availability of SailPoint Offerings. SailPoint is not obligated to remediate or compensate for any performance or availability issues arising from, in whole or in part, the Customer's use of Outside Technologies with the SailPoint Offerings. To the extent the use of any Outside Technology requires Customer to possess API keys, tokens, or other access credentials, Customer is solely responsible for obtaining all such keys, tokens, credentials, or rights, including the right to use such Outside Technology.

2.3. **SailPoint Connectors and Integrations**. Certain Connectors (as defined in Exhibit A under SailPoint Offerings) and Integrations are provided to Customer for use in accordance with this Agreement and the Documentation. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that SailPoint shall provide Support for the Connectors and the Integrations, solely with respect to the functionality of the Connectors and the Integrations that are within SailPoint's control.

3. **Professional Services.** The following terms and conditions shall apply to Professional Services:

3.1. **Scope of Professional Services**. Professional Services will be documented in a mutually executed statement of work ("**SOW**") or Order. Professional Services shall not constitute works-for-hire. While performing Professional Services at Customer's site, SailPoint will comply with all applicable Customer network and safety rules, guidelines and policies that do not conflict with the terms of this Agreement and any attachments hereto. Professional Services will begin and terminate on the dates or times described in the applicable SOW or Order, unless earlier terminated in accordance with this Agreement.

3.2. **Fees and Expenses**. Fees for Professional Services are described in a SOW or an Order. SailPoint may issue invoices monthly for Professional Services performed or in accordance with a payment schedule documented in a SOW or Order. SailPoint shall invoice Customer, and Customer shall pay, all actual and reasonable expenses for travel, food and lodging. SailPoint may suspend Professional Services if Customer fails to pay all undisputed fees when due.

3.3. **Termination or Delay of Professional Services**. Customer may terminate Professional Services by giving ten (10) days prior written notice to SailPoint; termination shall be effective ten (10) days after SailPoint's receipt of the notice. If Customer delays the scheduled start of contracted Professional Services, Customer shall reimburse SailPoint for any actual non-refundable costs incurred (including for expenses and contractors) due to the delay. If Customer terminates Professional Services before the agreed end of a Professional Services engagement as set forth in a SOW or Order, Customer shall pay SailPoint for any Professional Services performed but not yet paid for prior to the termination date, as well as reasonable and actual costs (including for expenses and contractors) incurred by SailPoint through the effective date of the termination.

3.4. **Independent Contractors**. SailPoint is an independent contractor and is solely responsible for all taxes, withholdings, and other similar statutory obligations, including but not limited to, Worker's Compensation Insurance. Nothing herein shall form or be construed to form a joint venture or partnership.

4. **Customer Responsibilities and Restrictions.**

4.1. **Customer Responsibilities**. Except for SailPoint's obligations described in Section 9 (Confidentiality) and Section 10 (Data Processing and Security), Customer shall: (i) have sole responsibility for and comply with all laws and regulations applicable to the accuracy, quality, processing, transmission and right to possess all Customer Data, the means by which Customer acquired the Customer Data and the right to provide the Customer Data for the purposes of this 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; (iv) have sole responsibility of the export of all Customer Data in compliance with all data residency and data restrictions requirements for any applicable countries (including, but not limited to, Russia and People's Republic of China), prior to connecting any Source to the SailPoint Offerings; and (v) prevent unauthorized access to, or use of, the SailPoint Offerings, and notify SailPoint promptly of any unauthorized access or use. Customer acknowledges that SailPoint exercises no control over the Customer Data transmitted by

Customer or Users to or through the SaaS Services or Required Software. SailPoint may impose limits on the use of or access to SailPoint Offerings as required by applicable law.

4.2. **General Restrictions**. Customer and its Users shall not, and shall not permit any third party to : (i) copy or republish any SailPoint Offerings; (ii) make any SailPoint Offerings available to any person other than Users; (iii) rent, lend, sell, sublicense, or use any SailPoint Offerings to provide service bureau, time-sharing or other services to third parties; (iv) send to SailPoint, or store in the SaaS Services, any Sensitive Data; (v) install the Required Software in any country that has data residency or data transmission restrictions, including, but not limited to, Russia and the People's Republic of China; (vi) send or store viruses, spyware, ransomware, timebombs, Trojan horses, or other harmful or malicious code, or files to, or in connection with, the SaaS Services or the Required Software; (vii) send or store infringing or otherwise unlawful material in connection with the SaaS Services; (viii) modify or create derivative works based upon any SailPoint Offerings; (ix) remove, modify, or obscure any copyright, trademark, or other proprietary notices contained in any SailPoint Offerings; (x) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code used or embodied in any SailPoint Offerings, which for the avoidance of doubt includes the related algorithms, methods, and techniques; (xi) access or use any SailPoint Offerings to build a similar or competitive product; or (xii) attempt to gain unauthorized access to or interfere with or disrupt the integrity or performance of, the SaaS Services or its related systems or networks or the data contained therein. 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.

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

5. Intellectual Property.

5.1. **Ownership and Reservation of Rights of SailPoint Intellectual Property**. SailPoint and its licensors own and, except for the limited rights expressly granted to Customer under this Agreement, retain all right, title, and interest in and to all SailPoint Offerings, Documentation, any modifications to the SailPoint Offerings developed in whole or in part through Professional Services, and any other materials provided by SailPoint or its licensors under this Agreement, including all copies thereof made by Customer and all modifications, derivative works, patches, revisions, and updates related thereto and intellectual property rights therein.

5.2. **Rights in and Retrieval of Customer Data**. As between SailPoint and Customer, Customer owns the Customer Data. Customer hereby grants to SailPoint and its contractors, a limited-term, worldwide, non-exclusive, transferable, sublicensable, royalty-free license to host, copy, reproduce, transmit, display, and process the Customer Data during the applicable Order Term as reasonably necessary to provide, support, and improve the SaaS services. During the Order Term, Customer may extract Customer Data from the SaaS Services at any time using SailPoint's standard web services. Upon request by Customer made at least thirty (30) days prior to the effective date of the termination of the applicable Order Term, at no cost for a maximum of thirty (30) days following the termination, SailPoint will make a file of the Customer Data then-currently stored in the SaaS Services available to Customer for download. After the thirty (30)-day period, SailPoint shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, be entitled to delete all Customer Data from SailPoint's servers; provided, however, that SailPoint will not be required to remove copies of the Customer Data from its backup servers until such time as the backup copies are scheduled to be overwritten in the normal course of business. In all cases SailPoint will continue to protect the Customer Data in accordance with Section 9 (Confidentiality) for so long as the Customer Data remains on its backup servers.

5.3. **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 SailPoint Offerings ("**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.

6. Orders and Payment.

6.1. **Orders**. Customer may purchase SailPoint Offerings by either: (a) entering into an Order with SailPoint; or (b) entering into an Order with a Partner. All Orders placed through a Partner will be subject to pricing as mutually agreed by Customer and Partner. All SailPoint Offerings purchased by Customer from SailPoint directly, or through a Partner shall be governed exclusively by this Agreement and, subject to Section 13.7 (Entire Agreement), the applicable Order.

6.2. **Fees; Taxes; Invoicing and Payment**. All fees for the SailPoint Offerings shall be set forth in the applicable Order. All fees are exclusive of sales and use taxes, value added taxes (VAT), or similar charges ("**Taxes**"). Customer is responsible

for payment of all Taxes relating to Customer's purchase and use of, excluding taxes based on SailPoint's net income. Unless otherwise provided in the Order, all fees and amounts stated on each Order are due net thirty (30) days from date of invoice and any overdue amounts may accrue 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 the fees were due. Except as expressly provided otherwise in the Terms and Conditions of this Agreement, 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 on the Order. If Customer purchases through a SailPoint Partner and/or Marketplace, the Terms and Conditions of this Agreement will govern Customer's use of such SailPoint Offerings. If Customer fails to pay the Marketplace for the SailPoint Offerings, SailPoint retains the right to enforce Customer's payment obligations and collect directly from Customer. If a Partner notifies SailPoint that the Partner is entitled to, and seeks to, terminate, or suspend any SailPoint Offerings purchased by Customer through the Partner pursuant to an agreement between the Partner and the Customer, SailPoint may suspend or terminate the SailPoint Offerings identified by the Partner. 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 SailPoint Offerings in accordance with this section.

7.   Term, Suspension, and Termination.

7.1.   Term. The Term of this Agreement shall begin on the Effective Date and continues until the stated Order Term in all Orders has expired or has otherwise been terminated. This Agreement may be terminated at any time by the mutual written agreement of SailPoint and Customer.

7.2.   Termination for Material Breach. Either party may terminate this Agreement if the other party fails to cure any material breach (including Customer's failure to pay SailPoint when undisputed fees are due) of this Agreement pursuant hereto within thirty (30) days after receipt of written notice of the breach. Provided however, a material breach of a SOW shall not entitle either party to terminate this Agreement or any Orders except for the applicable SOW. Upon any termination of this Agreement by Customer for a material breach by SailPoint pursuant to this Section 7.2, SailPoint will refund Customer a pro-rata portion of any fees paid by Customer to SailPoint that cover the remainder of the Order Term(s) after the effective date of termination and a pro-rata portion of any prepaid fees paid by Customer to SailPoint for Professional Services that cover Professional Services that have not been delivered as of the effective date of termination. In the event SailPoint terminates this Agreement because of Customer's material breach, all unpaid fees under all Orders shall be accelerated and become immediately due and payable.

7.3.   Termination for Customer Insolvency. To the extent permitted by law, this Agreement may be terminated before the expiration date of the Term on written notice by SailPoint if Customer (i) becomes insolvent, (ii) is generally unable to pay, or fails to pay, its debts as they become due, (iii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (iv) makes or seeks to make a general assignment for the benefit of its creditors, (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business, or (vi) the Customer rejects the Agreement pursuant to Section 365 of the U.S. Bankruptcy Code or any similar insolvency laws, whether such rejection is by order of the court or by operation of law, and Customer or its successors or assigns fail to timely cure all monetary defaults under this Agreement or timely perform the Customer's obligations hereunder.

7.4.   Suspension. SailPoint may suspend Customer's use of, or access to, the SailPoint Offerings if (i) SailPoint reasonably believes that there is a significant threat to the security, integrity, functionality, or availability of the SailPoint Offerings or any data in the SailPoint Offerings; (ii) Customer or its Users are in breach of Section 4.2 (General Restrictions); or (iii) Customer fails to pay SailPoint when undisputed fees are due; provided however SailPoint will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy the violation or threat prior to the suspension. Suspension of the SailPoint Offerings under (i) this Section 7.4 or (ii) Professional Services under Section 3, shall not release Customer of its payment obligations under this Agreement.

7.5.   Effect of Termination. Upon expiration or termination of this Agreement, all licenses to the Software and Required Software, access to the SaaS Services granted to Customer under this Agreement, and all Orders for SailPoint Offerings associated with this Agreement, including use of, and access to, the Documentation, shall immediately terminate and Customer will cease using any Software, Required Software, SaaS Services (except as permitted under Section 5.2 (Rights in and Retrieval of Customer Data)), Documentation and SailPoint Confidential Information, and Customer shall remove all Software, Required Software and Documentation from its systems and destroy all copies thereof. If an Order is terminated for any reason other than Customer's termination for SailPoint's material breach, such termination shall not relieve Customer of the obligation to pay all fees stated in the Order, whether currently due or would be due in the future for the full term of the Orders. Sections 4.2 (General Restrictions), 5 (Intellectual Property), 6.2 (Fees; Taxes; Invoicing and Payment), 7.6 (Effect of Termination), 8.5 (Disclaimer), 9 (Confidentiality), 11 (Limitations of Liability), 12 (Indemnification), and 13 (General) shall survive the expiration or termination of this Agreement for any reason.

8. **Warranties and Remedies, and Disclaimers.**

8.1. **General**. Each party represents and warrants that it has the legal power and authority to enter into and perform under this Agreement.

8.2. **SaaS Services**. SailPoint warrants that during any Order Term for the SaaS Services, the SaaS Services and if applicable, Required Software, will perform substantially in accordance with the SaaS Services Documentation. As Customer's exclusive remedy and SailPoint's sole liability for breach of the warranty set forth in this Section 8.2: (i) SailPoint shall correct the non-conforming SaaS Services and Required Software at no additional charge to Customer; or (ii) in the event SailPoint is unable to correct the deficiencies after good-faith efforts and within a commercially reasonable timeframe, Customer shall be entitled to terminate the applicable SaaS Services subscription and SailPoint will refund Customer a pro-rata portion of any prepaid fees attributable to the defective SaaS Services calculated from the date SailPoint received the notice contemplated in the next sentence to the end of the paid up period. 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 8.2 shall not apply to the extent there has been: (a) a modification of the SaaS Services or Required Software by a party other than SailPoint (b) use of the SaaS Services or Required Software in combination with any other product, service, Outside Technology, or device if the non-compliance would have been avoided by the use of the SaaS Services or Required Software without the other product, service, Outside Technology, or device; and/or (c) use otherwise not in accordance with the SaaS Services Documentation, this Agreement and applicable law.

8.3. **Software**. SailPoint warrants that the Software will materially conform to the Software Documentation for a period of ninety (90) days from the start date of the Order Term for the Software. If during the warranty period the Software does not materially conform to the Software Documentation, then Customer's exclusive remedy under this Section 8.3 will be to have SailPoint, at SailPoint's expense and option, either correct or replace the non-conforming Software, or refund Customer any prepaid fees attributable to the defective Software on a pro-rata basis calculated from the date SailPoint received written notice of the defect through the end of the paid-up period. To receive warranty remedies, Customer must promptly report deficiencies in writing to SailPoint during the warranty period and not later than thirty (30) days from the date Customer first identifies the deficiency. If SailPoint refunds license fees to Customer for defective Software, Customer's license to the Software shall terminate, Customer shall permanently delete all copies of the Software from Customer's systems, and upon SailPoint's request, Customer shall certify in writing to the permanent deletion. This warranty set forth in this Section 8.3 shall not apply to the extent there has been: (i) a modification of the Software by a party other than SailPoint; (ii) use of the Software in combination with any other product, service, Outside Technology, or device if the non-compliance would have been avoided by the use of the Software without the other product, service, Outside Technology, or device and/or (iii) use otherwise than in accordance with the Software Documentation, this Agreement and applicable law.

8.4. **Professional Services**. SailPoint warrants that SailPoint will perform Professional Services 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 8.4, SailPoint will, at its sole option and expense, promptly re-perform any Professional Services that fail to meet this limited warranty or refund to Customer the fees paid for the non-conforming portion of the Professional Services.

8.5. **Disclaimer**. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAILPOINT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, MERCHANTABLE QUALITY, ACCURACY OF INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, NON-INTERFERENCE WITH ENJOYMENT OR OTHERWISE. SAILPOINT DOES NOT REPRESENT OR WARRANT THAT THE OPERATION OF THE SOFTWARE OR SAAS SERVICES OR REQUIRED SOFTWARE WILL BE ERROR FREE OR UNINTERRUPTED. SAILPOINT MAKES NO WARRANTY REGARDING ANY NON-SAILPOINT APPLICATION OR OUTSIDE TECHNOLOGY WITH WHICH THE SOFTWARE OR SAAS SERVICES OR REQUIRED SOFTWARE MAY INTEROPERATE. THE LIMITED WARRANTIES PROVIDED IN THIS SECTION 8 ARE THE SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT.

9. **Confidentiality.**

9.1. As used in this 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 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 Customer Data, the content of this Agreement, the SailPoint Offerings, and the business and marketing plans, technology and technical information, product designs, and business processes of either party. Confidential Information of SailPoint includes, without limitation, the SailPoint Offerings and Documentation. The Terms and Conditions of this Agreement are Confidential Information; however, the existence of this Agreement is not Confidential Information.

9.2. "**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.

9.3. The Receiving Party shall use at least the same degree of care that it uses to protect its own similar confidential information (but not less than reasonable care) to: (a) use the Disclosing Party's Confidential Information only as permitted under this Agreement, unless the Disclosing Party has provided prior written consent for other uses, and (b) only disclose the Disclosing Party's Confidential Information to Receiving Party's or its Affiliates', employees, partners, contractors (including legal counsel and accountants), and service providers (**"Representatives"**) who (i) are bound by non-use and non-disclosure obligations at least as protective as those contained in this Agreement and (ii) have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under this Agreement, and the Receiving Party shall be liable to the Disclosing Party for any breach by its Representatives of such confidentiality obligations.

9.4. 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.

9.5. The parties agree that monetary damages may be insufficient to fully compensate either party for its losses in the event the other party violates the confidentiality provisions of this Agreement. Therefore, the Disclosing Party may be entitled to seek injunctive relief in addition to any other rights or remedies they may have at law or in equity.

10. **Data Processing and Security.** The parties agree to comply with the DPA incorporated into this Agreement, including SailPoint's Data Security Program set forth therein. In the event of a conflict between the terms of the DPA and this Agreement, the terms of the DPA shall govern.

11. **Limitations of Liability.**

11.1. EXCEPT FOR DAMAGES ARISING FROM EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 (INDEMNIFICIATION), DAMAGES RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, DAMAGES ARISING FROM A PARTY'S BREACH OF SECTION 4.2 (GENERAL RESTRICTIONS), OR CUSTOMER'S PAYMENT OBLIGATIONS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER UNDER THE ORDER GIVING RISE TO THE CLAIM FOR THE TWELVE (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.

11.2. EXCEPT FOR DAMAGES RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR DAMAGES ARISING FROM A PARTY'S BREACH OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, 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 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.

11.3. 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 SAILPOINT OFFERINGS AVAILABLE TO CUSTOMER.

12.   Indemnification.

12.1. Indemnification by SailPoint. Subject to Section 12.3 (Indemnity Process) below, 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, or Software, as provided by SailPoint to Customer under this 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 an 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 or Software, (b) replace or modify the SaaS Services or Software 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 license for the applicable infringing SailPoint Offering(s) and repay to Customer any prepaid fees paid by Customer to SailPoint for such infringing SailPoint Offering(s) 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 or Software by a party other than SailPoint, (ii) use of the SaaS Services or Software in combination with any other product, service, Outside Technology, or device, if the infringement would have been avoided by the use of the SaaS Services or Software without the other product, service, Outside Technology, or device, or (iii) use of the SaaS Services or Software other than in accordance with the applicable Documentation and this Agreement. The indemnification obligations set forth in this Section 12.1 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.

12.2. Indemnification by Customer. Subject to Section 12.3 (Indemnity Process), Customer will defend SailPoint and its Affiliates from 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 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 SaaS Services or Professional Services in accordance with this 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. The indemnification obligations set forth in this Section 12.2 are SailPoint's exclusive remedy and Customer's sole liability with respect to Customer's infringement or misappropriation of a third-party's rights arising from or related to its Customer Data.

12.3. Indemnity Process. The party seeking indemnification under this Section 12 ("**Indemnitee**") must (a) promptly notify the other party ("**Indemnitor**") of the claim (provided that any failure to provide prompt written notice will only relieve the Indemnitor of its obligations to the extent its ability to defend a claim is materially prejudiced by the 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.

13.   General.

13.1. Assignment. 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, which consent shall not be unreasonably withheld or delayed, except to an Affiliate in connection with a corporate reorganization or in connection with a merger, acquisition or sale of substantially all its business and/or assets. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns. Either party may employ subcontractors in performing its duties under this Agreement, provided, however, that the party shall not be relieved of any obligation under this Agreement and subject (as applicable) to the sub-processing terms of the DPA.

13.2. Compliance with Law. Both parties shall comply with all laws applicable to the performance of its obligations under this Agreement.

13.3. Usage Verification. Upon reasonable advance notice to Customer and without unreasonable interference with Customer's normal business operations, SailPoint has the right to verify Customer's use of the SailPoint Offerings against Customer's current use rights and licenses under all active Orders. For Software verification, SailPoint will conduct any

verification during Customer's normal business hours, and not more frequently than once per year unless otherwise agreed in writing. For SaaS Services, SailPoint shall conduct verifications of Customer's usage, at SailPoint's sole discretion, but not more frequently than twice per year. If Customer exceeds the rights granted under the applicable Order, Customer shall, upon receiving notice from SailPoint, work with SailPoint to purchase all necessary use rights or licenses within sixty (60) days of such notice to meet Customer's actual usage of the SailPoint Offerings for the remainder of the then-current term of the applicable Order.

13.4. **Notices**. Except as otherwise expressly permitted in this Agreement, notices under this Agreement shall be sent in writing to the addresses in the Order, or to such other address as may be specified by either party. Notices 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) or (c), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email.

13.5. **Force Majeure**. Neither party shall be liable to the other for any delay or failure to perform hereunder due to circumstances beyond the 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 the party's possession or reasonable control (a "**Force Majeure Event**"). Notwithstanding the foregoing, Customer shall remain liable for the payment of all amounts required to be paid pursuant to an applicable Order.

13.6. **Equitable Relief**. The parties agree that a material breach of sub-part(iv) of Section 4.1 (Customer Responsibilities), Section 4.2 (General Restrictions) or Section 9 (Confidentiality) may 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 seek 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.

13.7. **Entire Agreement**. This Agreement together with the documents incorporated herein by reference (e.g., Order) contains the entire agreement of the parties with respect to the subject matter hereof and supersedes, and the parties hereby disclaim reliance on, all previous oral and written communications, representations, understandings, and agreements by the parties concerning the subject matter of this Agreement. Customer agrees that its purchase of SailPoint Offerings 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. 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 Agreement will have any effect on the rights or obligations of the parties under, or otherwise modify, this Agreement. If there is any conflict between the terms of this Agreement and any Order or similar ordering document with a Partner, the terms of this Agreement shall control unless SailPoint and Customer expressly agree otherwise in the applicable Order. Where SailPoint is required to "click through" or otherwise accept any online terms to register as Customer's vendor, to provide SailPoint Offerings to Customer, to enable Customer's receipt of the SailPoint Offerings (as a condition to the provision, vendor registration for, or receipt of the SailPoint Offerings), to issue invoices, or facilitate execution of any SOW or Order, the terms are not binding and shall not be deemed to modify this Agreement and SailPoint shall not be required to pay any fees for access to or use of such applications made available by Customer or its third party service provider. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both parties hereto. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision and a waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.

13.8. **Publicity**. During the term of this 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 the guidelines.

13.9. **Government End User**. If Customer is a U.S. government entity or if this Agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR), Customer acknowledges that elements of the SailPoint Offerings 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 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 Agreement as specified in 48 C.F.R. 227.7202-3, and the restrictions set forth therein, of the DOD FAR Supplement ("DFARS") and its successors. The use of the SailPoint Offerings by the U.S. Government End User constitutes acknowledgement of SailPoint's proprietary rights in the SailPoint Offerings and the Government End User shall only use the SailPoint Offerings as set forth in this Agreement. This Section

13.9 (Government End User) 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.

13.10. Export Laws. Export controls and sanctions laws of the United States and any other relevant local export controls and sanctions laws apply to the SailPoint Offerings (collectively "**Export Laws**"). Customer agrees that the Export Laws govern its use of the SailPoint Offerings (including technical data), and any materials provided under this Agreement, and Customer agrees to comply with all Export Laws. Customer agrees that no data, information, software programs, or other materials resulting from the SailPoint Offerings (or that are a direct product thereof) will be exported, re-exported, transferred, or released, directly or indirectly, in violation of the Export Laws. Each party represents that it is not (i) named on any U.S. government list of persons or entities with which U.S. persons are prohibited from transacting, (ii) owned or controlled by or acting on behalf of any such persons or entities, or (iii) residing, located, operating, or organized in a country or region subject to a United States trade embargo. Customer agrees that it will not access or use the SaaS Services in any manner that would cause any party to violate any Export Laws.

13.11. Independent Contractors, No Third-Party Beneficiaries. The parties have the status of independent contractors, and nothing in this Agreement nor the conduct of the parties will be deemed to place the parties in any other relationship. Except as provided in this Agreement, neither party shall be responsible for the acts or omissions of the other party or the other party's personnel. Save as contained expressly above, this Agreement confers no rights upon either party's employees, agents, contractors, partners, or customers or upon any other person or entity.

13.12. Governing Law. Except as otherwise set forth in Exhibit C (Arbitration) to this Agreement, this Agreement and all related documents are governed by, and construed in accordance with the following:

13.12.1. For Customers domiciled in North America and South America, this Agreement will be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to the conflict of law 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, unless otherwise set forth in Exhibit B – Country Specific Terms attached hereto ("Exhibit B"). 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.

13.12.2. Except for Customers domiciled in France or Germany, for any Customer domiciled in Europe, the Middle East and Africa, this Agreement will be governed by and construed in accordance with the laws of England and Wales. Any legal suit shall be brought in the Courts of England. For Customers domiciled in Germany, this Agreement will be governed by and construed in accordance with the laws of Germany, with venue in Berlin. For Customers domiciled in France, this Agreement will be governed by and construed in accordance with the laws of France, with venue to be in Paris, France. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Where, pursuant to this Section 13.12.2, this Agreement is subject to the laws of England ("**English Law**"), France ("**French Law**") or Germany ("**German Law**"), certain sections of this Agreement shall be deemed to be varied in accordance with the applicable provisions of Exhibit B. In the event of any conflict between the provisions of Exhibit B and the provisions of this Agreement, the provisions of Exhibit B shall prevail, in relation to the context thereof.

13.12.3. Except for Customers domiciled in Australia and New Zealand, for any Customers domiciled in Asia and the Pacific Region, this Agreement will be governed by, and construed in accordance with the laws of Singapore, and any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination, or validity thereof ("**Dispute**"), shall be resolved by arbitration. The arbitration shall be conducted by one arbitrator and administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the parties. The seat of the arbitration shall be Singapore, and it shall be conducted in the English language. The arbitration and this agreement to arbitrate shall be governed by Singapore law. The arbitration award shall be final and binding on the parties, and the parties undertake to carry out any award without delay. Judgment upon the award may be entered by any court having jurisdiction over the award or over the relevant party or its assets. The parties to the Dispute agree to equally split the costs of any arbitration, including the administrative fee, the compensation of the arbitrator, and the expenses of any witnesses or proof produced at the direct request of the arbitrator; provided, however, that the arbitrators shall have the authority to award to the prevailing party, if any, as determined by the arbitrator, some or all of its costs and fees. "**Costs and fees**" mean all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees.

a. The parties agree that any action to compel arbitration pursuant to this Section 13.12.3 may be brought in the appropriate court in Singapore. Application may also be made to such court for confirmation of any decision

or award of the arbitrator, for an order of the enforcement and for any other remedies which may be necessary to effectuate such decision or award. The parties hereby consent to the jurisdiction of the arbitrator and of such court and waive any objection to the jurisdiction of such arbitrator and court.

b. The parties shall keep confidential any arbitration proceeding and any decisions and awards rendered by the arbitrator, and shall not disclose any information regarding any arbitration proceeding (including the existence of any arbitration proceeding and any resulting decisions or awards) except (i) as may be necessary to prepare for or conduct the arbitration hearing on the merits, (ii) as may be necessary in connection with a court application, (iii) to its current or prospective advisors, lenders or acquirers, or (iv) as otherwise required by applicable law.

13.12.4. For Customers domiciled in Australia and New Zealand, this Agreement will be governed by and construed in accordance with the laws of New South Wales (NSW), Australia, with venue to be the courts of Sydney, NSW. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Where, pursuant to this Section 13.12.3, this Agreement is subject to the laws of Singapore or NSW, certain sections of this Agreement shall be deemed to be varied in accordance with the applicable provisions of Exhibit B. In the event of any conflict between the provisions of Exhibit B and the provisions of this Agreement, the provisions of Exhibit B shall prevail, in relation to the context thereof.

If any legal action is brought to enforce any rights or obligations under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court cost and other collection expenses, in addition to any other relief it may be awarded. Further, Customer shall be responsible for all costs and expenses associated with SailPoint collecting overdue fees, including reasonable attorneys' fees.

13.13. Anti-Bribery/Corruption. Neither party (a) 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 Agreement or (b) has made, paid, given, or agreed to make, pay, or give any bribe, kickback, payment, gift, or thing of value to any foreign government official or other person in violation of applicable laws related to bribery or the prevention of corruption, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended ("**Anti-Corruption Laws**") in connection with this Agreement. Both parties agree to comply with Anti-Corruption Laws in relation to this Agreement. If either party learns of any violation of the foregoing restriction, the party will use reasonable efforts to promptly notify the other party.

13.14. Interpretation. For purposes of interpreting this 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 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 Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement.

*** End of Terms and Conditions ***

SailPoint Framework Customer Agreement

Exhibit A – *Definitions*

As used in this Agreement:

"**Affiliate**" is a business entity that controls, is controlled by or shares common control with such party, but only so long as such control continues to exist. "Control" as used herein means direct or indirect ownership interest of greater than fifty percent (50%) of the voting rights in such entity (or equivalent of a non-corporate entity).

"**Agreement**" means this Framework Customer Agreement, including without limitation, the above introduction, Recitals and Signatures, these Terms and Conditions, and any exhibits or addenda to this Framework Customer Agreement attached to or otherwise incorporated by reference herein, as well as any Orders arising under or referencing this Agreement.

"**Customer Data**" means all electronic data and information submitted to and stored in the SaaS Services by or on behalf of Customer. Customer Data does not include data derived from the SaaS Services, including patterns identified using the SaaS Services, configurations, log data, and data regarding the performance and availability of the SaaS Services, in each case which are not personally identifying or identifiable information.

"**Documentation**" means the user guides and release notes provided or made available by SailPoint to Customer regarding the use or operation of a SailPoint Offering set forth at https://documentation.sailpoint.com/index.html.

"**DPA**" means the provisions detailed in SailPoint's Data Processing Addendum found under Associated Documentation on SailPoint's Customer Agreement website available through https://www.sailpoint.com/legal/ and incorporated herein by reference unless otherwise separately agreed and executed by the parties.

"**Identity Cube**" means, if applicable to the SailPoint Offering to which Customer has licensed or subscribed, a unique collection of identity data for a Person or a Machine (as each is defined in the applicable Documentation), that will be granted access to, and/or represents an identity managed by, the SailPoint Offerings.

"**Integrations**" means certain end-to-end integrations purchased by Customer that enable the SailPoint Offerings to function with Outside Technologies.

"**Marketplace**" means an online marketplace operated or controlled by a third party, which is authorized to market and/or distribute the SailPoint Offerings.

"**Order**" means any purchase order, a statement of work, or an ordering document accepted by SailPoint that identifies the following ordered by Customer: the SailPoint Offerings and/or Professional Services, pricing, applicable license metrics, and Order Term.

"**Order Term**" means a time-limited term for which Customer has purchased a license or right to use the SailPoint Offerings as set forth in the applicable Order.

"**Partner**" means a third party that has an agreement with SailPoint that authorizes the third party to resell specific SailPoint Offerings to Customer.

"**Professional Services**" means services provided by SailPoint to Customer that support Customer's deployment, extension and use of the SaaS Services and/or Software and include, but are not limited to, implementation services, implementation support, best practices consultations, and integration efforts as further described in, and subject to, Section 3. (Professional Services) of the Agreement.

"**Required Software**" means, if provided by SailPoint for installation and use with the SaaS Services to which Customer has subscribed, a virtual machine that connects Customer's Sources using public APIs, connectors, and integrations to the SaaS Services. If applicable, Required Software will be identified in the Documentation.

"**SaaS Services**" means any internet-accessible software-as-a-service offering hosted by SailPoint, or its service providers, that has been purchased for Customer's use under an Order and made available to Customer over a network.

"**SailPoint Offerings**" means, collectively, the SaaS Services, Software, Required Software, training courses, or Professional Services purchased by Customer for Customer's use or benefit in accordance with this Agreement, which may include certain end-to-end connectors that enable the SailPoint Offerings to function with Outside Technologies (the "**Connectors**"). SailPoint Offerings specifically excludes any pre-production and sandbox environments that may be provided with the SailPoint Offerings and Outside Technologies (as defined in Section 2.2 of the Agreement).

"**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 (HIPAA), Gramm-Leach-Bliley (GLB) Act, the Payment Card Industry (PCI) 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.

"**Software**" means the object code version of the specific SailPoint computer software licensed to Customer under an Order, including any updates, modifications, new versions, or releases.

"**Source(s)**" means a Customer-managed or subscribed to target system for reading data from, and if supported by the specific system, writing changes to, User accounts governed by the SailPoint Offerings.

"**Support**" means SailPoint's support and maintenance services for SailPoint Offerings as described in and provided in accordance with the SailPoint Support Policy on SailPoint's Customer Agreement website available through https://www.sailpoint.com/legal/.

"**Term**" means the time period from the Effective Date of this Agreement as set forth above until the date this Agreement terminates in accordance with Section 7 (Term, Suspension, and Termination).

"**User**" means Persons and Machines (as each are defined in the Documentation), who are authorized by Customer to use the SailPoint Offerings. Users may include, Customer's and its Affiliates' employees, consultants, clients, external users, contractors, agents, and third parties with which Customer does business, and any other Person or Machine Customer authorizes to leverage account credentials for the SailPoint Offerings.

SailPoint Framework Customer Agreement

<u>Exhibit B</u> - *Country Specific Terms*

*[incorporated only if the laws of England, France, Germany, Singapore, or New South Wales apply,
otherwise, attached only for informational purposes]*

Where the laws of England and Wales apply:

(a) Limitation of Liability

Gross Negligence as referred to in Section 11 will be defined as follows:

"*Gross Negligence" means:*

- *(i)* *a disregard of an obvious risk*
- *(ii)* *an indifference to an obvious risk; or*
- *(iii)* *a deliberate and malicious action*.

(b) Third Party Rights:

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

(c) Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

Where French law applies:

(a) The parties to this Agreement do not intend to condition their engagement to a period of reflection, as mentioned in Article 1122 of the French Civil Code.

(b) The parties, fully informed of their rights under Article 1195 of the Civil Code, expressly exclude the application to unforeseen circumstances, as defined in Article 1195 of the Civil Code, regardless of the circumstances beyond the parties' control. The parties agree to assume the risks relating to any change in circumstances unforeseeable as of the time of conclusion of this Agreement, or as the case may be, at the effective date of a first Order under this Agreement, that would render its performance excessively onerous for a party, and expressly waive the right to request any renegotiation and/or judicial and/or non-judicial review of this Framework Customer Agreement on the hardship basis.

(c) By way of derogation from the provisions of Article 1221 and Article 1222 of the Civil Code, the parties agree in the event SailPoint fails to fulfil its obligations, Customer may not request forced execution and/or enforce SailPoint's obligation by itself or by a third party, at the expense of SailPoint. If such event occurs, Customer shall send a prior written notice to SailPoint related to the non-performance in accordance with Section 7.2 (Termination for Material Breach) of this Agreement, and if subsequently terminated, only the provisions as agreed in Section 7.5 (Effect of Termination) of this Agreement shall apply.

(d) By way of derogation from the provisions of Article 1223 of the Civil Code, the parties agree in the event SailPoint fails to fulfil its obligations, Customer may not reduce the price proportionally.

(e) The notice to perform SailPoint's obligations will take effect only if it refers expressly to the non-performance and Section 7.2 (Termination for Material Breach) of this Agreement.

(f) In relation to Section 6.2 (Fees; Taxes; Invoicing and Payment) of this Agreement:

- **i.** It is expressly agreed between the parties that in relation to a notice pursuant to Section 6.2, Customer will be validly put on formal notice to comply with its payment obligations, in accordance with the provisions of Article 1344 of the Civil Code.
- **ii.** No discount will be granted in the event of early payment.

     iii. Customer delaying any payment properly due and owing to SailPoint becomes a debtor to SailPoint automatically, in addition to the penalties for late payment, of a fixed allowance for recovery costs of forty (40) euros according to articles L441-10 and D441-5 of the French commercial code. SailPoint reserves the right to claim an additional compensation justifying having spent more than forty (40) euros for recovery costs.

> ***Where German law applies:***

(a) Limitations of Liability. Section 11 (Limitations of Liability) of this Agreement shall be replaced in its entirety with the following provisions:

11.   Limitations of Liability

11.1 Neither party excludes nor limits its liability:
    1. in case of intent and gross negligence;
    2. in case of injury of body, life or health;
    3. for any breach of the "Indemnification" provisions of this Agreement;
    4. for a breach of its respective obligations under the DPA due to wilful misconduct, or gross negligence;
    5. in case of a warranty (Garantie), for losses arising from the lack of any warranted characteristics, up to the amount of damage which, given the purpose of the warranty, could be typically expected and which was foreseeable for SailPoint at the time the warranty was given; and
    6. according to the German Product Liability Act (Produkthaftungsgesetz) in the event of product liability or according to any other applicable mandatory statutory provisions (including Art. 82 GDPR).

11.2 In case of breach of any material duty, which was essential for the conclusion of this Agreement and on the performance on which the other party may rely (Kardinalspflicht), through simple negligence, the liability of the infringing party shall be limited to the amount which was foreseeable and typical with regard to the time and kind of the respective action.

11.3 SailPoint shall be liable for loss of data only up to the amount of typical recovery costs which would have arisen had proper and regular data backup measures been taken by the Customer.

11.4 A further liability does not subsist. The preceding limitation of liability does also apply with regard to personal liability of each party's employees, representatives, and board members.

11.5 Both parties hereunder specifically acknowledge that the limitations of liability and exclusion of damages stated herein are reflected in the pricing and, but for such limitations and exclusions, SailPoint would not have provided the SailPoint Offerings to Customer.

(b) Warranties.

    i. Sections 8.2. and 8.3. of this Agreement shall be replaced in their entirety with the following:

    8.2 SaaS Services and Software.
        1. SailPoint warrants that during any Order Term for the SaaS Services, the SaaS Services will perform substantially in accordance with the SaaS Services Documentation and that during any Order Term for Software, the Software will perform substantially in accordance with the Software Documentation.
        2. In case of defects of the SaaS Services or Software the liability of SailPoint is governed by the statutory warranty rules of tenancy law (Sec. 536 et seq. German Civil Code [Bürgerliches Gesetzbuch – BGB]), but subject to below modifications:
            (a) Contrary to Sec. 536a para. 1 BGB, a liability for a defect shall only exist in the event of culpability in accordance with the provisions of Section 11 (Limitations of Liability) of this Agreement (no strict liability).

            (b) A defect shall be deemed to exist if the SaaS Services or Software, when used in accordance with the Agreement fail to comply with the functionalities stated in the respective SaaS Services Documentation or Software Documentation, and if this has a significant effect on the suitability for the contractually presumed use of the SaaS Services or Software. The Customer shall therefore have no warranty claims in particular (a) in the case of only insignificant deviations from the specified quality or only insignificant impairment of the usability of the SaaS Services or Software or (b) if the SaaS Services or Software have or has not been used in accordance with SailPoint's instructions, (c) the SaaS Services or Software defect has been caused by any of Customer's malfunctioning equipment or Customer-provided software, or (d) Customer has made modifications to the SaaS Services or Software not expressly authorized in writing by SailPoint.

8.3 *The Customer shall notify SailPoint of any defects of the SaaS Services or Software in writing without delay but no later than thirty (30) days of the first date the deficiency is identified by Customer. SailPoint shall then fix the non-conforming SaaS Services or Software at no additional charge to Customer or, in the event SailPoint is unable to fix the deficiencies after good-faith efforts and within a commercially reasonable timeframe, Customer shall be entitled to terminate the applicable SaaS Services subscription or Software Order and SailPoint will refund Customer a pro-rata portion of any prepaid fees attributable to the defective SaaS Services or Software calculated from the date SailPoint received the notice contemplated in the prior sentence to the end of the paid up period.*

ii. Section 8.5 shall be replaced by the following provision:

8.2 *For the avoidance of doubt, except as provided in this Agreement or expressly agreed between SailPoint and Customer, SailPoint does not give any warranty or guarantee (Garantie) as to the fitness for a particular purpose, merchantability, accuracy of informational content or systems integration. Furthermore, SailPoint does not give any warranty or guarantee (Garantie) regarding any Outside Technology with which the Software or SaaS Services may interoperate.*

(c) Other Amendments.

i. In addition to Section 3.3 (Termination or Delay of Professional Services) of the Agreement, Customer shall not be obliged to pay SailPoint for previous Professional Services if the termination by Customer was caused by a material breach of contract of SailPoint, however only to the extent the completed Professional Services are no longer of interest for the Customer due to the termination.

ii. In addition to sub-part (i) of Section 4.2 (General Restrictions) of the Agreement, the right of the Customer to create a copy of Software or Required Software for backup purposes, provided this is necessary to ensure the future use of the respective SailPoint Offering in accordance with this Agreement (Sec. 69d para. 2 German Copyright Act (Urheberrechtsgesetz – UrhG), remains unaffected.

iii. In addition to Section 4.2.x, the exemptions according to Sec. 69d and 69e UrhG remain unaffected.

iv. In deviation from Section 6.2 (Fees; Taxes; Invoicing and Payment), late charges shall always accrue at the statutory default interest rate of 9 percentage points above the basic rate of interest per year (Sec. 288 para 2 German Civil Code). Furthermore, in deviation from Section 6.2, the Customer shall be entitled to a right to set-off against its payment obligations, but only with regard to undisputed counterclaims or counterclaims which have become *res judicata* as well as under the statutory conditions with regard to those SailPoint Offerings to which the respective payment obligation relates.

v. In addition to Section 7.2 (Termination for Material Breach), SailPoint shall also reimburse the Customer for all fees already paid for SaaS Services and/or Professional Services which were provided before the termination came into effect, insofar as the Customer proves that the SaaS Services and/or Professional Services had no value to Customer up to this point in time due to the circumstance which led to the termination.

vi. In addition to the provisions of Section 5.2 (Rights in and Retrieval of Customer Data), to the extent Customer Data includes personal data, SailPoint will, at controller's request and choice, delete or return such personal data to the controller (Art. 28 para. 3 lit. g GDPR).

> ***Where the laws of New South Wales, Australia apply:***

Section 7.4

The following words are added after the sentence that ends ''or threat prior to the suspension':

SailPoint will restore access as soon as reasonably practicable after the issue is resolved.

Section 6.2 Fees; Taxes; Invoicing and Payment

The third statement is replaced with the following:

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 SailPoint Offerings, excluding taxes based on SailPoint's net income and excluding any GST payable under Section 6.2. If SailPoint has a legal obligation to pay or collect taxes for which Customer is responsible under this 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 applicable SailPoint Offerings, unless Customer provides SailPoint with a valid tax exemption certificate authorized by the appropriate taxing authority.

Solely to the extent Customer is subject to Australian taxes, the following Section 6.2.1 is added to the Agreement:

6.2.1 Taxes – Australia.

(a) *In this Section 6.2.1:*
  (i) *GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Cth);*
  (ii) *Progressive or Periodic Supply means a Taxable Supply that satisfies the requirements of section 156-5 GST Act;*
  (iii) *Supplier means the entity making the Supply; and*
  (iv) *Any terms capitalised in this Section 6.2.1 and not already defined above have the same meaning given to those terms in the GST Act.*

(b) *The consideration for a Supply made under or in connection with this document does not include GST.*

(c) *If a Supply made under or in connection with this document is a Taxable Supply, then at or before the time any part of the consideration for the Supply is payable:*
  (i) *the Recipient must pay the Supplier an amount equal to the total GST for the Supply, in addition to and in the same manner as the consideration otherwise payable under this document for that Supply; and*
  (ii) *the Supplier must give the Recipient a Tax Invoice for the Supply.*

(d) *For clarity, the GST payable under Section 6.2.1(c) immediately above is correspondingly increased or decreased by any subsequent adjustment to the amount of GST for the Supply for which the Supplier is liable, however caused.*

(e) *If either party has the right under this document to be reimbursed or indemnified by another party for a cost incurred in connection with this document, that reimbursement or indemnity excludes any GST component of that cost for which an Input Tax Credit may be claimed by the party being reimbursed or indemnified, or by its Representative Member, Joint Venture Operator or other similar person entitled to the Input Tax Credit (if any).*

(f) *Where a Tax Invoice is given by the Supplier, the Supplier warrants that the Supply to which the Tax Invoice relates is a Taxable Supply and that it will remit the GST (as stated on the Tax Invoice) to the Australian Taxation Office.*

(g) *Where a Supply made under or in connection with this document is a Progressive or Periodic Supply, Section 6.5.2(c) above applies to each component of the Progressive or Periodic Supply as if it were a separate Supply.*

Clause 8 Warranties and Remedies, and Disclaimers

Mandatory notice:

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- *to cancel your service contract with us; and*
- *to a refund for the unused portion, or to compensation for its reduced value.*

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

Warranty Details

For the purpose of the voluntary warranty given in Section 8 (Warranties and Remedies, and Disclaimers) of the Agreement, SailPoint provides the following details for the purposes of Regulation 90 of the *Competition and Consumer Regulations 2010*. To the extent any details are not set out below, they are set out in Section 8.

The warranty is given by:

SailPoint Technologies, Inc., of 11120 Four Points Drive, Suite 100, Austin, Texas, 78726, USA

Telephone: 1-512-346-2000 | Email: legal@sailpoint.com. Warranty claims can be reported to any of the contact details listed above.

Given the warranty claim procedure, there are anticipated to be very limited expenses involved in claiming the warranty (e.g., postage, phone costs) and to the extent they arise, they are borne by the Customer.

SailPoint also states that the benefits to the Customer given by the warranty in Section 8 (Warranties and Remedies, and Disclaimers) of the Agreement are in addition to other rights and remedies of the Customer under a law in relation to the goods or services to which the warranty relates.

Section 11 Limitations of Liability.

If the Competition and Consumer Act 2010 (Cth) or any other legislation states that there is a guarantee in relation to any good or service supplied by SailPoint in connection with this Agreement, and SailPoint's liability for failing to comply with that guarantee cannot be excluded but may be limited, Sections 11.1 to 11.3 of Section 11 (Limitations of Liability) in the Agreement do not apply to that liability and instead SailPoint's liability for such failure is limited to (at the election of SailPoint), in the case of a supply of goods, SailPoint replacing the goods or supplying equivalent goods or repairing the goods, or in the case of a supply of services, SailPoint supplying the services again or paying the cost of having the services supplied again.

> ### *Where the laws of Singapore apply:*

Section 11 (Limitations of Liability) shall be replaced in its entirety with the following provisions:

11. *Limitations of Liability.*

11.1. *To the maximum extent permitted by applicable law, in no event shall each Party's or its Affiliate's aggregate liability arising out of or relating to this 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.*

11.2. *Notwithstanding the limitations set forth in Section 11.1, neither party excludes nor limits its liability for:*

> *11.2.1. Either party's indemnification obligations set forth in Section 12 (Indemnification);*

> *11.2.2. Damages resulting from either party's gross negligence, willful misconduct, or fraud;*

> *11.2.3. Death or personal injury resulting from either party's negligence; or*

> *11.2.4. Customer's payment obligations.*

11.3. *To the maximum extent permitted by applicable law, in no event shall either party, its Affiliates 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 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 11.3:*

> *11.3.1. Damages resulting from either party's gross negligence, willful misconduct, or fraud;*

> *11.3.2. Death or personal injury resulting from either party's negligence; and*

11.4. *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.*

SailPoint Framework Customer Agreement

Exhibit C - *Arbitration*

1. For Customers domiciled in the countries of **Chile**, **Colombia, Ecuador, Guatemala** and **Mexico**, the following shall apply:

   a. Other than as provided in Section 13.12 of the Agreement, any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or validity thereof ("**Dispute**"), shall be settled solely and exclusively by arbitration conducted in English (including all documentation) and administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules (the "**Arbitration Rules**"), by one arbitrator appointed in accordance with the Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Except as otherwise provided in the Arbitration Rules, any decision or award of the arbitrator shall be final, binding, and conclusive on the parties and their respective Affiliates. The place of arbitration shall be Austin, Texas, USA. The parties to the Dispute agree to equally split the costs of any arbitration, including the administrative fee, the compensation of the arbitrator, and the expenses of any witnesses or proof produced at the direct request of the arbitrator; provided, however, that the arbitrators shall have the authority to award to the prevailing party, if any, as determined by the arbitrator, some or all of its costs and fees. "**Costs and fees**" mean all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees.

   b. The parties agree that any action to compel arbitration pursuant to this Agreement may be brought in the appropriate court in Austin, Texas, USA. Application may also be made to such court for confirmation of any decision or award of the arbitrator, for an order of the enforcement and for any other remedies which may be necessary to effectuate such decision or award. The parties hereby consent to the jurisdiction of the arbitrator and of such court and waive any objection to the jurisdiction of such arbitrator and court.

   c. The parties shall keep confidential any arbitration proceeding and any decisions and awards rendered by the arbitrator, and shall not disclose any information regarding any arbitration proceeding (including the existence of any arbitration proceeding and any resulting decisions or awards) except (i) as may be necessary to prepare for or conduct the arbitration hearing on the merits, (ii) as may be necessary in connection with a court application, (iii) to its current or prospective advisors, lenders or acquirers, or (iv) as otherwise required by applicable law.

2. For Customers domiciled in the countries of **Israel** and **South Africa**, the following shall apply:

   a. Other than as provided in Section 13.12, any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or validity thereof ("**Dispute**"), shall be settled solely and exclusively by arbitration conducted in English (including all documentation) and administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules (the "**Arbitration Rules**"), by one arbitrator appointed in accordance with the Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Except as otherwise provided in the Arbitration Rules, any decision or award of the arbitrator shall be final, binding, and conclusive on the parties and their respective Affiliates. The place of arbitration shall be London, England. The parties to the Dispute agree to equally split the costs of any arbitration, including the administrative fee, the compensation of the arbitrator, and the expenses of any witnesses or proof produced at the direct request of the arbitrator; provided, however, that the arbitrators shall have the authority to award to the prevailing party, if any, as determined by the arbitrator, some or all of its costs and fees. "**Costs and fees**" mean all reasonable pre-award expenses of the arbitration, including the arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees.

   b. The parties agree that any action to compel arbitration pursuant to this Agreement may be brought in the appropriate court in London, England. Application may also be made to such court for confirmation of any decision or award of the arbitrator, for an order of the enforcement and for any other remedies which may be necessary to effectuate such decision or award. The parties hereby consent to the jurisdiction of the arbitrator and of such court and waive any objection to the jurisdiction of such arbitrator and court.

   c. The parties shall keep confidential any arbitration proceeding and any decisions and awards rendered by the arbitrator, and shall not disclose any information regarding any arbitration proceeding (including the existence of any arbitration proceeding and any resulting decisions or awards) except (i) as may be necessary to prepare for or conduct the arbitration hearing on the merits, (ii) as may be necessary in connection with a court application, (iii) to its current or prospective advisors, lenders or acquirers, or (iv) as otherwise required by applicable law.