



## Subscription Service Agreement (Direct) Signature Form

This signature form and the contract terms listed below form the Subscription Service Agreement (**Agreement**) between the customer identified below and its Affiliates (**Customer**) and Saviynt Inc. (**Saviynt**). Customer and Saviynt may be referred to individually as a "Party" or collectively as the "Parties." This Agreement is effective on the later date in the signature blocks below (**Effective Date**).

Customer Information	
Customer Name:	
Street Address:	
City, State, ZIP Code:	
Contact Name:	
Contact Email:	
Contact Phone:	

Contract Terms
Subscription Service Terms
Schedule A – Subscription Services Purchased and Pricing

Customer and Saviynt have each read, understands and is bound by the terms and conditions of the documents listed above. This is not a consumer transaction. The parties consent to use electronic signatures and the Agreement may not be invalidated on the basis that the documents and signatures were electronically provided. The Agreement may be executed in counterparts, each of which shall be an original, which together shall constitute one Agreement.

<b>Signature:</b> _____	<b>Signature:</b> _____
<b>Printed Name:</b> _____	<b>Printed Name:</b> _____
<b>Printed Title:</b> _____	<b>Printed Title:</b> _____
<b>Signature Date:</b> _____	<b>Signature Date:</b> _____
<b>Address for notices:</b>  _____ _____ Attn: _____ Email: _____	<b>Address for notices:</b>  Saviynt, Inc. 1301 E. El Segundo Boulevard Suite D El Segundo, CA 90245 Attn: Contract Management lindsay.hoopes@saviynt .com

## SUBSCRIPTION SERVICE TERMS

### 1. DEFINITIONS

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

**1.2 Application** means an application program, including Client Software, with the functionality described in the Documentation, including modifications, revisions, upgrades, updates and enhancements, if any.

**1.3 Client Software** means a software component provided by Saviynt and installed at Customer's premises required for use of the Subscription Service. Not all Subscription Services require the use of Client Software.

**1.4 Confidential Information** means any material, data, or information, in any form or media, that is proprietary or confidential to a disclosing party and is marked as confidential, or by its nature or treatment by its owner should reasonably be considered confidential.

**1.5 Customer Data** means Confidential Information, Personal Information or other data that Customer (including its customers and end users) transmits to or from the Subscription Service or processes through the Subscription Service. Customer Data does not include information or data regarding usage or performance of the Subscription Service that are not linked to or associated with Personal Information.

**1.6 Deliverable** means a quantifiable service to be provided with Professional Services and specified in an Order Document, including without limitation application program interfaces, configurations, information, documents, reports, technical and non-technical data, specifications and other material. Deliverables do not include third party products or custom development.

**1.7 Documentation** means Saviynt's user manuals, and other published protocols, standards and technical specifications for use with the Subscription Service and as updated from time to time.

**1.8 Intellectual Property Rights** means current and future worldwide rights under patent, copyright, trade secrets, trademark, know-how, moral rights and other similar rights, whether or not specifically recognized or perfected under the laws of the jurisdiction in which the Subscription Service is used or offered.

**1.9 Order Document** means a standard Saviynt quotation, schedule or statement of work for the purchase of Subscription Services or Professional Services that is signed by both parties and references this Agreement.

**1.10 Personal Information** means any data, either alone or in combination with other information, by which a natural person can be identified or located, or that can be used to identify or locate a natural person.

**1.11 Professional Services** means education services, standard installation, integration, configuration and other time and materials services. Professional Services do not include Subscription Services.

**1.12 Subscription** means a non-exclusive, non-transferable, non-sublicensable right to access and use the Subscription Service for Customer's internal business operations in the Territory, and when applicable, for the number of Users purchased by Customer from Saviynt and as specified in an Order Document.

**1.13 Subscription Service** means an Application or other functionality, if any, made available as a cloud or SaaS service by Subscription as purchased by Customer from Saviynt and as specified in an Order Document. Subscription Service includes Deliverables and Documentation.

**1.14 Subscription Term** means a period during which Saviynt will provide the Subscription Service.

**1.15 Territory** means worldwide except for any countries sanctioned, embargoed or prohibited to do business with under U.S. or other applicable laws.

**1.16 User** means either (a) an employee, contractor or agent with a unique active human resource identity common across all applications; or (b) a "Lite User", which is an employee, contractor or agent with a unique active internal or external identity that has a limited amount of interaction with the Subscription Service. Limited interaction means unique active internal or external identity with less than three (3) directly associated accounts or delegated Information Governance Administration ("IGA") processes.

### 2. SUBSCRIPTION SERVICE

**2.1 Subscription.** Saviynt or its Affiliates will provide the Subscription Service(s) to Customer as specified in an Order Document during the Subscription Term and as set forth in Schedule A attached this Agreement.

**2.2 Subscription Term.** Subscription Service is available for the period specified in an Order Document with Saviynt (the "Initial Term").

**2.3 Subscription Renewal Terms.** The Subscription Service will renew automatically for subsequent annual periods for the existing Subscription Service and number of Users, at pricing set forth in an Order Document (each a "Renewal Term") unless either party provides written notice



of termination at least 45 days prior to the end of the current Subscription Term or Renewal Term.

**2.4 Effective Service Date.** Unless otherwise specified in the Order Document, the effective service date is the date Saviynt provides Customer login access for a Subscription Service (**Effective Service Date**). The Effective Service Date is the date the Subscription Term begins, which is not dependent on a Customer launch date, go-live date or the date a Subscription Service is ready for use in a production environment. The Effective Service Date will apply to all the Subscription Services on the Order Document.

**2.5 Support.** Saviynt will provide online and telephone support service for the Subscription Service during the Subscription Term in accordance with its Support Policies, as updated from time to time. Periodic upgrades to the Subscription Service and the underlying Application are included in the annual Subscription Service Fee. Support services may be managed remotely from any one or number of Saviynt operation centers located in Los Angeles, California and India. Saviynt's current Support Policies are available at this link [Saviynt Support and Managed Platform Services Policies](#).

**2.6 Managed Platform Services.** The Subscription Services provided under this Agreement will be hosted by the third-party cloud platform provider (such as Amazon Web Services (AWS) or Microsoft Azure) set forth in the Order Document.

**2.7 Service Level Agreement.** Saviynt will use commercially reasonable efforts to make the Subscription Service available for use no less than 99.5% during the Subscription Term. Saviynt's current Service Level Agreement and related policies is available at this link [Saviynt Service Level Agreement](#).

**2.8 Modifications.** Saviynt may modify the Subscription Service (e.g., to maintain or improve functionality or security), provided the modification does not materially negatively affect the Subscription Service. Saviynt will notify Customer of the modification in accordance with the Support Policies.

### 3. CUSTOMER RESPONSIBILITIES AND USE

**3.1 Customer Use.** Customer is responsible for all activity occurring under Customer's User accounts, the way it and its Users use the Subscription Service, and for the results obtained and conclusions drawn from the use of the Subscription Service. Customer will:

- a. select, purchase, configure, operate and maintain Customer's equipment, hardware, websites, network and Internet, data and telephone connections necessary for use and support of the Subscription Service;
- b. install and use upgrades to Client Software if required;
- c. use Client Software only in combination with the

Subscription Services and solely for purposes of using the Subscription Services in accordance with the Documentation;

d. use Subscription Services only in accordance with the Agreement, Documentation and applicable laws and government regulations, including, but not limited to, those related to data privacy, consent, telecommunications, transmission of Personal Information or technical data, and spam; and

e. obtain and maintain legal permission or consent from those persons or entities Customer contacts or to whom Customer provides services using the Subscription Service.

**3.2 Restrictions.** Customer will not and will not permit others to:

a. make the Subscription Service accessible to third parties other than Customer's subcontractors or Affiliates (in accordance with Section 7.2), or sell, resell, license, sublicense, distribute, rent, lease or use for service bureau purposes a Subscription Service;

b. use any method other than the one approved by Saviynt for connection to the Subscription Services;

c. use a Subscription Service to (i) send spam or otherwise duplicative or unsolicited messages, (ii) store or transmit infringing, offensive, abusive, libelous, or otherwise unlawful or tortious material, (iii) store or transmit material in violation of third-party privacy rights, or (iv) engage in fraudulent, deceptive, misleading or abusive activity;

d. use a Subscription Service to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses (**Malicious Code**);

e. interfere with or disrupt the integrity or performance of a Subscription Service or Saviynt's networks, any other Saviynt customer's use of a Subscription Service, or third-party data contained therein;

f. attempt to gain or allow unauthorized access to a Subscription Service or its related systems or networks, or permit direct or indirect access to or use of a Subscription Service in a way that circumvents a contractual usage limit;

g. infringe or misappropriate Saviynt's or its licensors' Intellectual Property Rights;

h. create derivative works or copy a Subscription Service or any part, feature, function or user interface thereof, access a Subscription Service to build a competitive product or service, or reverse engineer, disassemble or decompile a Subscription Service or component, or attempt to discover or disclose the source code, underlying ideas or algorithms of the Subscription Service or any component; or

i. remove, alter or obscure a Subscription Service's confidentiality or proprietary rights notices (including copyright and trademark notices).

### 4. CUSTOMER DATA

**4.1 Ownership.** Customer controls and owns all right, title, and interest in and to Customer Data and at all times remains the data controller under this Agreement and



applicable data protection laws. Saviynt obtains no rights to Customer Data except as set forth in this Agreement. Customer warrants that it has complied with all relevant laws in collecting, using and disclosing the Customer Data.

**4.2 Customer Data Responsibilities.** Customer is responsible for: (a) the accuracy, quality, reliability, legality and means by which Customer acquired the Customer Data; (b) obtaining the right and consent to use the Customer Data and its decisions concerning the processing and use of the Customer Data; (c) complying with applicable statutory data privacy laws including, but not limited to data retention periods; and (d) uploading, sharing, withdrawal, management and deletion (unless an automatic deletion period is specified for the Subscription Service) of Customer Data.

**4.3 License.** Customer grants Saviynt, its licensors and subcontractors a non-exclusive and limited license to access, copy, store, process, transmit and display Customer Data for the purposes of (a) setting up, providing, monitoring and improving the Subscription Services, (b) preventing or addressing service or technical problems, and responding to Customer's requests in connection with customer support matters, (c) communicating to and with Customer and its Users regarding the Subscription Services, (d) enforcing this Agreement, and (e) complying with laws. Saviynt will not disclose Customer Data to a third party except to the extent necessary to carry out the terms of this Agreement or as permitted or required by law.

## 5. SECURITY

**5.1 Safeguards.** Saviynt will maintain commercially reasonable and appropriate technical and organizational measures designed to secure Customer Data against unauthorized and unlawful loss, access or disclosure. Saviynt will maintain physical, electronic and procedural safeguards in compliance with applicable privacy laws, such as the EU General Data Protection Regulations, Gramm-Leach-Bliley Act or the Health Insurance Portability and Accountability Act, to protect Customer Data, including, but not limited to: (a) the maintenance of appropriate safeguards to restrict access to Customer Data to the employees, agents, licensors or service providers of Saviynt who need that information to carry out Saviynt's obligations under this Agreement; (b) procedures and practices for the safe transmission or transportation of the Customer Data; (c) the maintenance of appropriate safeguards to prevent the unauthorized access of the Customer Data; and (d) procedures and practices for the safe disposal of Customer Data. Saviynt provides production environment Subscription Services to its customers uniformly, and all appropriate and then current technical and organizational measures apply to Saviynt's entire customer base subscribed to the same Subscription Service. Customer understands and agrees that the technical and organizational measures are subject to technical progress, development and improvements for the protection of Personal Information and Saviynt reserves the

right to update the technical and organizational security measures provided the technical and organizational security measures will not materially decrease. Saviynt's current Data Processing Agreement is available at this link [Data Processing Agreement](#).

**5.2 Notification.** If Saviynt discovers that Customer Data has been acquired by an unauthorized person or otherwise been the subject of an unauthorized disclosure, Saviynt will promptly notify Customer as allowed by applicable law.

**5.3 Customer Responsibilities.** Customer is responsible for maintaining the security of its Subscription Service login credentials, User passwords and access to the Subscription Service from its network. Log-in credentials are for Customer's internal use only and Customer may not sell, transfer, or sublicense them to any other entity or person. Customer will: (a) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Service; and (b) contact Saviynt promptly if Customer believes there is unauthorized access or use of Customer's Subscription Service account, if Customer's Subscription Service account information is lost or stolen, or if Customer is aware of another breach of security related to the Subscription Service.

**5.4 Audits.** Upon Customer's written request, Saviynt will provide a copy of Saviynt's then most recent third-party security audits or certifications for its production systems, as applicable, or any summaries that Saviynt generally makes available to its customers at the time of the request. In the absence of audits or certificates, Customer may at its expense audit, using a mutually agreed third-party auditor, the technical and organizational measures taken by Saviynt, and will document the resulting findings. Customer will keep Saviynt's trade secrets, data security measures, and information disclosed in connection with any audit confidential in accordance with the confidentiality provisions of the Agreement. Any security risk assessments or audit requested or performed by Customer: (a) is limited to once in any 12-month period, unless required by mandatory data protection law, must not exceed 3 business days, and must be conducted under reasonable time, place and manner conditions; (b) requires reasonable prior written notice of at least 60 days unless earlier required under applicable law; (c) must be conducted based on the parties' agreed scope and, to the extent possible, rely on certifications and audit reports or other verifications available to confirm Saviynt's compliance with and exclude any repetitive audits; and (d) must provide Saviynt with a copy of the audit report and inform Saviynt without undue delay and comprehensively about any errors or irregularities related to processing of Personal Information detected during the audit. If an audit determines that Saviynt is required to take corrective technical and/or organizational security measures, Saviynt will at its sole discretion determine which measures are best suitable to ensure compliance and perform the measure within a reasonable time frame.



## 6. PROFESSIONAL SERVICES

**6.1 Ordering.** Customer may purchase Professional Services under this Agreement subject to an Order Document. The Order Document will describe the Professional Services and may include, but not be limited to, any of the following: project scope, resources, party responsibilities, Deliverables, fees, expenses and payment schedule.

**6.2 Cooperation.** Customer grants Saviynt a right to use Customer's systems, proprietary and third-party products, Confidential Information, Customer Data and information as necessary to perform the Professional Services.

**6.3 Personnel.** Saviynt will determine which of its personnel or subcontractors will perform the Professional Services. If Customer is dissatisfied with the Professional Services, the parties will in good faith determine a resolution. If the resolution involves reassigning personnel, Saviynt will do so as soon as practical and commercially reasonable, according to local law. Customer agrees that reassignment of personnel may delay the Professional Services. Professional Services purchased from Saviynt may be provided by Saviynt or its subcontractor.

**6.4 Education Services.** Education services are available for Customer purchase under Saviynt's current standard policies and procedures. Saviynt holds and retains the Intellectual Property Rights to all course materials.

## 7. ORDERS, FEES AND PAYMENT

**7.1 Orders.** Customer will place a binding order, subject to Saviynt's acceptance, by sending Saviynt a signed Order Document.

**7.2 Customer Affiliate Orders.** Customer Affiliates located in the Territory may execute an Order Document under this Agreement and will be entitled to all the rights and be bound by all the obligations of Customer under this Agreement, any amendments whenever made, and the Order Document executed by the Affiliate. Customer will (a) remain obligated to perform its commitments (including payment obligations) under the Agreement with respect to any Subscription Services and Professional Services provided to its Affiliates; and (b) act as the single point-of-contact with Saviynt with respect to the Subscription Services and Professional Services provided to its Affiliates.

**7.3 Fees Generally.** Customer will pay to Saviynt all fees and related expenses specified in the Order Document in U.S. dollars and in accordance with the payment terms specified in the Order Document. Unless otherwise specified in the Order Document, payment for Subscription Service and Professional Services fees are due thirty (30) days from the date invoices are received from Saviynt. Invoices are deemed received immediately if emailed or 5

days after mailing. Fees are nonrefundable and Customer's payment obligation is not cancelable.

**7.4 Subscription Service Fees.** Customer is responsible for payment of the Subscription Service Fees for the purchased User quantity at all times during the Subscription Term. The Subscription Service Fees are based on the number of Users or other quantity as indicated on an Order Document and will not be decreased during the Subscription Term. Unless otherwise stated in an Order Document, the Customer will be invoiced the total Subscription Service Fee in annual increments beginning on the Effective Service Date.

**7.5 Bursting Usage.** During the Subscription Term, (a) Customer may add additional Users each month not to exceed ten percent (10%) of the purchased User quantity specified in the Order Document. Additional Users will be measured based on the highest peak User day during the month and charged the full monthly rate per User specified in the Order Document regardless of when the Users were added during the month. Total fees for the additional Users will be billed quarterly in arrears; or (b) if the additional Users in a month exceed ten percent (10%) of the purchased User quantity specified in the Order Document, Saviynt shall, at the time of such occurrence, submit an invoice for the additional Users to the Customer. The Subscription Service Fees for the additional Users will be pro-rated from the date of occurrence of any such adjustment through the end of the current annual period of the Subscription Term (Initial or Renewal).

**7.6 Price Increases.** Saviynt will notify Customer of any price increase for the Subscription Service for subsequent Subscription Terms no later than 60 days before the end of a current Subscription Term and the increase will be effective at the beginning of the next Subscription Term.

**7.7 Invoice Dispute.** Customer must pay all undisputed amounts to Saviynt in accordance with this Section 7. Customer must provide written notice to Saviynt of its good faith dispute within fifteen (15) days of invoice receipt. Saviynt will promptly review and respond to the notice. After the dispute is resolved, Customer will immediately pay the invoice. If Customer fails to provide notice to Saviynt within the 15-day period, then Customer's right to dispute the invoice will be deemed waived.

**7.8 Taxes.** Subscription Service and Professional Services fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (**Taxes**). Customer is responsible for paying all Taxes associated with its purchases and will hold Saviynt harmless for the collection and/or payment of any all regulatory taxes applicable to the Subscription Service and Professional





Services. For clarity, Saviynt is solely responsible for taxes assessable against them based on their income, property and employees.

**7.9 Future Functionality.** Customer agrees that its purchases are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Saviynt regarding future functionality or features of the Subscription Services.

## **8. TERMINATION**

**8.1 Subscription Service Termination.** A party may terminate a Subscription Service for cause upon 30 days' written notice to the other party of a material breach, including untimely payment or violation of the conditions of assignment set for the Section 14.4, if the breach remains uncured at the expiration of the 30-day period. Consent to extend the cure period will not be unreasonably withheld, so long as the breaching party has commenced cure during the 30-day notice period and pursues cure of the breach in good faith. Saviynt may terminate a Subscription Service: (a) immediately if Customer ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days; and (b) with at least 30 days prior notice if a change in law comes into effect which renders Saviynt's provision of the Subscription Service illegal, impossible or would materially adversely affect Saviynt's ability to provide the Subscription Service.

**8.2 Temporary Suspension.** Saviynt may suspend Customer's right to access or use all or part of the Subscription Service without notice if Customer or its User's use of the Subscription Service is in violation of Section 3.2 (c), (d), (e), (f) or (g). Saviynt will notify Customer of the cause of the suspension, and the suspension will only remain in place for the minimum amount of time necessary for Customer to cure the breach which led to the suspension. If Saviynt suspends Customer's right to access or use any portion or all of the Subscription Service in accordance with this Section: (a) Customer remains responsible for all fees and charges; and (b) Saviynt will not be bound by any service level agreement during the suspension period. Saviynt will not delete any Customer Data on the Subscription Service as a result of the suspension, except as specified elsewhere in this Agreement.

**8.3 Professional Service Termination.** Customer may terminate a Professional Services engagement in whole or in part with 30 days' prior written notice and Saviynt will not be responsible for the resulting condition of Deliverables. Customer will pay all Professional Service fees and expenses incurred through the termination date of the Professional Services engagement including those fees associated with Professional Services provided on incomplete milestones, if any.

### **8.4 Effect of Termination.**

a. If the Agreement or Subscription Service is

terminated by Customer in accordance with Section 8.1, Customer shall be entitled to a pro-rata refund of the unused and remaining portion of any prepaid fees made by Customer to Saviynt prior to the effective date of termination. Such pro-rata refund shall be paid by Saviynt in accordance with the payment terms set forth in this Agreement.

b. If the Agreement or Subscription Service is terminated by Saviynt in accordance with Section 8.1, Customer shall not be entitled to a refund from Saviynt of the unused and remaining portion of prepaid fees paid by Customer up to the effective date of termination. Further, Customer will be liable and obligated to make payment to Saviynt for the remaining unused portion(s) of the Subscription Service Fees associated with the then current Term (Initial or Renewal).

c. In no event will termination relieve Customer of its obligation to pay Saviynt within ten (10) business days any and all undisputed fees and expenses that accrued up to and through the effective date of termination.

d. Upon termination of the Agreement or Subscription Service: (i) Customer's Subscription Service and access to it will immediately cease and its license to use Client Software and Deliverables will immediately terminate; (ii) Saviynt has no obligation to maintain any Customer Data except as otherwise specified in Section 8.5; and (iii) Customer must, in accordance with Saviynt's directions, return or destroy any Saviynt Confidential Information, Client Software, Deliverables and Documentation, and provide written certification of destruction.

### **8.5 Return of Customer Data after Termination.**

Saviynt will not delete any of the Customer Data in an Application or Subscription Service as a result of termination of that Application or Subscription Service during the 30 days following termination. Within 10 days following the termination date, Customer must provide Saviynt with a written request for download, migrate or transfer of the Customer Data. Requests that Saviynt provide a download or transfer of the Customer Data may result in additional fees and Saviynt will not warrant or guarantee data integrity or readability in the external system. Saviynt will not download or transfer any Customer Data to Customer unless Customer has paid Saviynt in full for all amounts due under the Agreement. Saviynt has no obligation to maintain or provide any of the Customer Data after the 30-day period and will thereafter, unless legally prohibited, delete all the Customer Data stored in that Application or Subscription Service.

**8.6 Survival.** Sections 7 (Orders, Fees and Payment), 8.4 (Effect of Termination), 8.5 (Return of Customer Data after Termination), 9 (Intellectual Property Rights), 10 (Confidentiality), 12 (Indemnification), 13 (Limit of Liability) and 14 (General Provisions) will survive any termination or expiration of this Agreement.

## **9. INTELLECTUAL PROPERTY RIGHTS**

**9.1 Reservation of Rights.** Except as expressly set



forth in this Agreement, this Agreement does not grant (a) Saviynt any Intellectual Property Rights in Customer Data or (b) Customer any Intellectual Property Rights in the Subscription Services or Saviynt trademarks. Saviynt will own all rights in any copy, translation, modification, adaptation or derivation of the Subscription Services, including any improvement or development thereof.

**9.2 Suggestions.** Saviynt may, at its discretion and for any purpose, use, modify, and incorporate into its products and services, license and sublicense, any feedback, comments, or suggestions Customer or its Users provide to Saviynt without any obligation to Customer.

## 10. CONFIDENTIALITY

**10.1 Confidential Information.** Confidential Information includes, without limitation: (a) nonpublic information relating to the disclosing party's technology, prices, Intellectual Property Rights, specifications, manuals, business plans, product roadmaps, results of benchmark tests, promotional and marketing activities, finances and other business affairs; (b) Customer Data and third party information that the disclosing party is obligated to keep confidential; (c) the discussions, negotiations and proposals between the parties leading to this Agreement and any Order Documents; and (d) the Agreement and Order Documents. Saviynt and Customer agree that the terms and conditions of this Agreement are Confidential Information; however, the existence of this Agreement is not Confidential Information. Confidential Information does not include information that: (i) is or becomes publicly available without breach of the Agreement; (ii) was known to the receiving party prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party; (iii) is independently developed by receiving party after disclosure without breach of the Agreement; or (iv) is obtained by the receiving party from a third party without any confidentiality obligation.

**10.2 Use.** Receiving party will use disclosing party's Confidential Information solely to perform its obligations under this Agreement and will take all reasonable steps to safeguard disclosing party's Confidential Information, including the same degree of care it uses to protect its own Confidential Information. Receiving party must not disclose disclosing party's Confidential Information except to its employees, Affiliates and contractors who (a) have a need to know Confidential Information in connection with this Agreement and (b) are bound by written confidentiality obligations no less restrictive than these terms. Receiving party must promptly notify disclosing party in writing of unauthorized use or disclosure of Confidential Information and take all reasonable action to recover Confidential Information and prevent further unauthorized use or disclosure, including action for seizure and injunctive relief. If receiving party fails to do so in a timely manner, disclosing party may take any reasonable steps at receiving party's expense, and receiving party must reasonably cooperate.

**10.3 Disclosure.** Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law, provided that the receiving party (a) gives the disclosing party reasonable written notice to allow the disclosing party to seek a protective order or other appropriate remedy (except to the extent the receiving party's compliance with the foregoing would cause it to violate a court order or other legal requirement), (b) discloses only such information as is required by the governmental entity or otherwise required by law, and (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information disclosed.

## 11. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

**11.1 Representations.** Each party represents that it has validly entered into this Agreement and has the legal power to do so.

**11.2 Saviynt's General Warranty.** Saviynt represents and warrants that: (a) it owns or otherwise has sufficient rights to the Subscription Services and technology to grant the rights in this Agreement; and (b) the Subscription Services will materially conform to the Documentation during the Subscription Term.

**11.3 Professional Service Warranty.** Saviynt warrants that any Professional Services it provides will be performed in a good and workmanlike manner in accordance with industry standards. Customer must provide a written warranty claim to Saviynt within 30 days after the date of the invoice for the Professional Services or as otherwise stated in the statement of work. Saviynt, at its option, will re-perform Professional Services that do not comply with the warranty at no additional charge, or if not practical and solely at Saviynt's option, refund the part of the Professional Services fee, if paid, for the Professional Services that do not comply with the warranty. SECTION 12.3 DESCRIBES SAVIYNT'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR A PROFESSIONAL SERVICES WARRANTY CLAIM.

**11.4 General Disclaimer.** The warranties in Section 11 do not cover problems caused by (a) abuse, misuse, alteration, neglect, accident, unauthorized repair or installation, or acts or omissions of any party other than Saviynt; (b) Customer's hardware, software, networks or systems; or (c) Customer not using the Subscription Service according to the Documentation. EXCEPT AS OTHERWISE EXPLICITLY PROVIDED IN THIS AGREEMENT, THE SUBSCRIPTION SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." SAVIYNT, ITS AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, ORAL OR WRITTEN, FOR THE PROFESSIONAL SERVICES, SUBSCRIPTION SERVICE AND ITS USE, SUFFICIENCY,



OR ACCURACY INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT; AND WARRANTY ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, SAVIYNT MAKES NO WARRANTY OF ANY KIND THAT THE PROFESSIONAL SERVICES, SUBSCRIPTION SERVICE OR RESULTS OF THE USE THEREOF WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITH CUSTOMER'S EQUIPMENT, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR-FREE. SUBSCRIPTION SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, TELEPHONIC AND ELECTRONIC COMMUNICATIONS AND SAVIYNT IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE AS A RESULT.

**11.5 Exclusive Remedy.** EXCEPT AS OTHERWISE EXPLICITLY PROVIDED IN THIS AGREEMENT, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM RELATED TO THE SUBSCRIPTION SERVICE WARRANTY IS FOR CUSTOMER TO TERMINATE IN WRITING THE SUBSCRIPTION SERVICE THAT GAVE RISE TO THE CLAIM, DISCONTINUE USING THE SUBSCRIPTION SERVICE, AND RECEIVE A PRO-RATA REFUND OF ANY PREPAID FEES FOR THE TERMINATED SUBSCRIPTION SERVICE.

## **12. INDEMNIFICATION**

**12.1 Indemnification by Saviynt.** Saviynt will indemnify and defend Customer, its employees, officers, directors, shareholders, parents and subsidiaries against an unaffiliated third party claim or legal action alleging: (a) that the Subscription Service as provided by Saviynt to Customer directly infringes a U.S. patent, copyright or trademark; (b) harm caused by Saviynt's gross negligence or willful misconduct; or (c) bodily injury, death, or tangible property damage to the extent caused by Saviynt, its employees, subcontractors or agents.

**12.2 Indemnification by Customer.** Customer will indemnify and defend Saviynt, its employees, officers, directors, shareholders, parents, subsidiaries and licensors against an unaffiliated third party claim or legal action alleging: (a) that Customer Data or Customer's or its User's use of the Subscription Service(s) in breach of this Agreement infringes or misappropriates a third party's intellectual Property Rights; (b) harm caused by Customer's gross negligence, willful misconduct, or violation of Section 3 (Customer Responsibilities and Use); or (c) bodily injury,

death, or tangible property damage to the extent caused by Customer, its employees, subcontractors or agents.

**12.3 Exceptions.** Saviynt has no obligation or liability under Section 12.1(a) arising from: (a) Customer's breach of this Agreement or use of the Subscription Service in a manner contrary to the Documentation; (b) unauthorized modification of the Subscription Service made by anyone other than Saviynt, or modification made by Saviynt for non-standard features or functionality for Customer or according to Customer's direction if the infringement would not have occurred without Customer's requested modifications; (c) use of any Subscription Service in combination with hardware, software, method or process not provided or approved by Saviynt if infringement would not occur without the combination, unless the Documentation expressly authorizes a combination with such hardware, software, method or process; (d) any content, information, data or Customer Data provided by Customer, Users, or other third parties; or (e) Customer's failure to cooperate or allow Saviynt to install a revision, update or release provided by Saviynt that would have eliminated the infringement. Customer will indemnify and hold harmless Saviynt from all damages, settlements, attorneys' fees and reasonable expenses related to any claim of infringement or misappropriation excluded from Saviynt's indemnity obligation by the preceding sentence

**12.4 Possible Infringement.** If Saviynt believes the Subscription Service infringes or may be alleged to infringe a third party's Intellectual Property Rights, then Saviynt may: (a) obtain the right for Customer, at Saviynt's expense, to continue using that Subscription Service; (b) provide a non-infringing, functionally equivalent replacement; or (c) modify the Subscription Service so that it no longer infringes. If the options described in this Section are not commercially reasonable then Saviynt may terminate Customer's use of the affected Subscription Service (with a pro-rata refund of any prepaid fees for the terminated Subscription Service).

**12.5 Process.** The party seeking indemnification will promptly notify the other party of the claim and cooperate in defending the claim. Failure to provide timely notice or reasonable assistance will relieve the indemnifying party of its obligations under Section 12 to the extent the indemnifying party has been materially prejudiced. The indemnifying party will have full control and authority over the defense, including appeals, negotiations, and any settlement, except that: (a) it may not make an admission of fault on behalf of the other party without written consent, (b) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (c) the other party may join in the defense with its own counsel at its own expense. The indemnifying party will (i) retain and pay attorneys and court costs as part of its defense obligation, (ii) reimburse the other party for reasonable out-of-pocket expenses that it incurs in providing assistance, and (ii) pay the amount of any





resulting adverse final judgment (including any award of attorney's fees, costs and punitive damages), penalties, sanctions or settlement. SECTION 12 STATES THE SOLE LIABILITIES AND EXCLUSIVE REMEDIES FOR CLAIMS DESCRIBED IN SECTION 12.

### 13. LIMITATION OF LIABILITY

**13.1 Limitation.** The aggregate liability for all claims under this Agreement is limited to direct damages up to: (a) the amount paid by Customer to Saviynt under this Agreement during the 12 months prior to the event giving rise to liability if the breaching party is Saviynt; or (b) the amount due from Customer under this Agreement during the 12 months prior to the event giving rise to liability if the breaching party is Customer. This limitation applies to any damage, however caused, and on any theory or liability, whether for breach of contract, tort, misrepresentation, negligence (active or otherwise), the use or performance of the Subscription Services, or otherwise and regardless of whether the damages were foreseeable or not.

**13.2 Exclusion.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR LICENSORS BE LIABLE UNDER THIS AGREEMENT FOR (A) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, (B) LOSS OF USE, DATA, BUSINESS, GOODWILL, OPPORTUNITY, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), OR (C) BUSINESS INTERRUPTION, WHETHER AN ACTION IS IN CONTRACT, NEGLIGENCE OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE OR REASONABLY FORESEEABLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. The foregoing disclaimer will not apply to the extent prohibited by applicable law. Neither party will be liable for any claim brought by the other party more than 12 months after the other party became aware of the claim.

**13.3 Exceptions to Limitations.** The limits of liability in Section 13.1 apply to the fullest extent permitted by law, except with regard to: (a) violation of the other's Intellectual Property Rights; (b) death or bodily injury claims, tangible property damage, willful misconduct, gross negligence or fraud; (c) Customer's failure to comply with Section 3 (Customer Responsibilities and Use) or its payment obligations; (d) injunctive relief under Section 14.10; or (e) breach of a party's obligations under Section 10 (Confidentiality) or Section 12 (Indemnification). Notwithstanding anything to the contrary in the Agreement, Saviynt's aggregate liability with respect to Customer Data and Personal Information will be limited to the amounts in Section 13.1.

### 14. GENERAL PROVISIONS

**14.1 Entire Agreement.** The Agreement, Order Document(s), and any amendments contain the entire agreement with respect to the subject matter of this

Agreement and supersede and replace all prior or contemporaneous proposals, understandings, agreements, negotiations and representations, oral or written. Any pricing, payment and term length conditions in an Order Document that are inconsistent with the Agreement will control for that Order Document only. Any inconsistent or additional terms of Customer's purchase order are excluded regardless of Saviynt accepting the purchase order for payment purposes. If there is a conflict between these Subscription Service Terms and any attached terms for a specific Subscription Service, the attached terms will control with respect to that specific Subscription Service only. All headings are for reference purposes only and must not affect the interpretation of the Agreement.

**14.2 Severability.** If any part of this Agreement is held unenforceable, the rest remains in full force and effect.

**14.3 Waiver and Modification.** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver, amendment or other modification of this Agreement must be in writing and signed by both parties.

**14.4 Assignment.** Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety, without the other party's consent, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. Notwithstanding the foregoing, if Customer is acquired by, sells substantially all its assets to, or undergoes a change of control in favor of, either (i) a direct competitor of Saviynt or (ii) an entity located outside of the United States, then Saviynt may terminate this Agreement. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**14.5 No Agency.** Saviynt and Customer are not legal partners or agents; rather, the parties are independent contractors. Saviynt does not undertake to perform any of Customer's regulatory obligations, nor assume any responsibility for Customer's business or operations.

**14.6 No Third-Party Beneficiaries.** Except for any third-party rights held by Saviynt's licensors, there are no third-party beneficiaries to this Agreement.

**14.7 Force Majeure.** Except for payment obligations, neither Saviynt nor Customer will be liable for inadequate performance to the extent caused by a condition that was beyond the party's reasonable control (for example, natural disaster, fire, flood, explosion, act of war or terrorism (including cyber terrorism), riot, labor condition, governmental action (including the passage of laws or regulations or other acts of government that impact the delivery of Subscription Services), and Internet, telecommunications or utility disturbances) (a "**Force**



Majeure Event”).

**14.8 Notice.** Notice or approval must be in writing, signed by a party's authorized representative and sent by email transmission, overnight courier or registered or certified mail to the address provided on the Signature Form or otherwise specified in writing by a party for notice. Notices provided by email transmission or overnight courier will be effective 1 business day after they are sent. Notices provided by registered or certified mail will be effective 3 business days after they are sent.

**14.9 Dispute Resolution.** The parties will attempt in good faith to resolve any controversy or claim promptly through business discussions and will, upon written request, escalate a dispute to executive management for resolution. If the parties fail to resolve the dispute within 30 days of written request, or any longer period agreed to in writing, the parties may pursue the remedies to which they are entitled. This Section does not restrict either party's right to seek injunctive relief.

**14.10 Injunctive Relief.** The parties acknowledge that any breach of their obligations under this Agreement with respect to Intellectual Property Rights, Confidential Information, or Customer's breach of its obligations in Section 3 (Customer Responsibilities and Use), may cause irreparable injury for which the remedies at law are inadequate and therefore the non-breaching party is entitled to immediate equitable relief, without requirement of posting bond and without the necessity of showing actual money damages, in addition to all other remedies provided by this Agreement or available at law or in equity.

**14.11 Governing Law.** The Agreement is governed by the laws of the State of California, USA without regard to its conflict of laws principles. Each party waives the right to jury trial for any legal action, in law or equity. The United Nations Convention on Contracts for the International Sale of Goods and Uniform Computer Information Transaction Act, as adopted by any state or governing body, does not apply.

**14.12 Compliance with Laws.** Each party will comply with the laws and regulations applicable to it in connection with its obligations and performance under this Agreement. Customer is responsible for ensuring that its use of the Subscription Services is in accordance with laws and regulations that apply to it.

**14.13 Export.** Each party is responsible for ensuring that its actions with respect to the Subscription Services comply with the export control laws of the United States. Customer will not, directly or indirectly, export, re-export, transfer, re-transfer, sell, supply, or allow access to or use of the Subscription Services to, in, by, or for sanctioned, embargoed, or prohibited countries, persons, or end uses under U.S. or other applicable law (collectively, “**Prohibited Uses**”). Customer is responsible for screening for Prohibited Uses and obtaining any required licenses, governmental approval, or other authorizations. Saviynt may terminate the Agreement if it determines, in its sole discretion, that the Customer has breached, intends to breach, or insists upon breaching any of the provisions of this clause.

**14.14 Language.** The parties consent that the Agreement and all related documents are in English.

**14.15 Publicity.** Customer agrees that Saviynt may identify Customer as a Saviynt Subscription Services customer on any of Saviynt's websites, client lists, press releases, and/or other marketing materials. Customer also agrees that Saviynt may publish a description describing Customer's deployment of the Subscription Services and to participate in or host a reasonable number of reference calls or reference visits from Saviynt prospects.

**14.16 Survival.** Upon termination of this Agreement, all of the Parties' respective rights and obligations hereunder shall cease, except that Sections 8,9,10,11,12,13 and 14 shall survive such termination.



## SCHEDULE A

### SUBSCRIPTION SERVICES PURCHASED AND PRICING

This Schedule A describes the Subscription Services purchased by Customer from Saviynt and the related pricing under the terms and conditions of the Agreement.

The Initial Subscription Term will be for [REDACTED] years at a total Subscription Service fee of \$ [REDACTED] as detailed in the table below. Unless otherwise stated in an Order Document, Saviynt will invoice the Customer the total Subscription Service Fee in annual increments beginning on the Effective Service Date.

The Subscription Service Fee includes periodic upgrades to the Subscription Service and the underlying Application.

<u>SKU</u>	<u>DESCRIPTION</u>	<u>ANNUAL PRICING</u>
<u>Total Annual Pricing</u>		
<u>Total Initial Term Pricing</u>		

**Purchase Options:** During the Initial Term, Customer may purchase additional Users and/or Subscription Services, pursuant to the pricing set forth in the table below. Any additional purchase(s) shall be incorporated into this Agreement by executing an applicable amendment whose effective date shall co-terminate with the then remaining portion of the Initial term.

<u>SKU</u>	<u>DESCRIPTION</u>	<u>ANNUAL PRICING</u>



## SCHEDULE B

### STATEMENT OF WORK FOR PROFESSIONAL SERVICES

This Statement of Work Number [ ] ("SOW") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 ("SOW Effective Date"), pursuant to and subject to the terms of the Subscription Service Agreement between Saviynt, Inc. ("Saviynt") and \_\_\_\_\_ ("Customer") (collectively referred to as the "Parties") dated \_\_\_\_\_, 2019 ("Agreement") and is fully incorporated by reference therein. Unless and only as expressly modified in Section 15 of this SOW, Special Conditions, all other terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms not defined in this SOW have the meaning set forth in the Agreement.

1. **High-level overview of the Project scope:**
2. **Out of scope Services and Deliverables:**
3. **Location of Services:** The Services under this SOW may be performed remotely and/or at the following location:
4. **Site Services Location:**
5. **Saviynt Subcontractors Providing Services, if any:**
6. **Deliverables.** The following use cases, with respect to Project, shall be provided and/or performed:

<u>Milestone</u>	<u>Activity</u>	<u>Deliverable</u>

7. **File Sharing and Handling of Customer Information, Pre-Existing Property, Deliverables and any other information related to the Services ("Information") by Saviynt or its representatives:**
8. **Customer Responsibilities.** Customer shall provide/perform the following under this SOW:



9. **Personnel and Contacts.**

	<b><u>Name and Title</u></b>	<b><u>Phone and Email</u></b>
<b><u>Saviynt Contact</u></b>		
<b><u>[Customer] Contact</u></b>		

10. **Project Schedule.** Upon the SOW Effective Date, the Project phase schedule shall commence and be performed within, but not greater than, a/an estimated [Insert agreed upon schedule].

11. **Pricing.** Pricing under this SOW is provided on a [Firm/Fixed, Time/Materials, Lump Sum, etc.] basis for all Services and Deliverables

12. **Milestone Schedule.** The milestones associated with the project schedule, if any, are set forth in the table below:

<b><u>Milestone Description</u></b>	<b><u>Estimated Milestone Schedule</u></b>	<b><u>Pricing</u></b>
<b><u>Reimbursable travel and Subsistence</u></b>		
<b><u>Total</u></b>		

13. **Payment.** Customer shall make payment to Saviynt for each successfully completed milestone and relating reimbursable travel and subsistence expenses. Successful completion of each milestone shall be based on the acceptance process set forth above. Payment shall be made in accordance with the net payment term and process set forth in the Agreement.

14. **Reimbursable Travel and Subsistence** are estimated and shall not exceed the amount contained in the table above unless agreed by the parties. Saviynt will provide itemized statements of claimed expenses (with receipts attached). As applicable, Saviynt shall abide by Customer's travel and expense policies and procedures associated with approval and/or incurrence of expenses, as set forth in the Agreement.

15. **Acceptance Criteria:** [Insert, as agreed and if applicable]

16. **Acceptance Process.** The acceptance process associated with each milestone shall be as follows:

- (i) Customer shall, within five (5) business days after notification by Saviynt of its completion of a milestone, shall notify Saviynt in writing or by email of acceptance or rejection of such milestone.
- (ii) In the event of rejection of the completed milestone, Customer shall specify the nature and scope of any deficiencies in the Service(s) and/or Deliverable(s) associated with the milestone.
- (iii) Upon receipt of such written notification and not greater than five (5) business days thereafter, Saviynt shall act diligently, at its cost, to address any such deficiencies and re-submit the milestone for acceptance and approval.
- (iv) Customer shall, within five (5) business days following Saviynt's resubmittal, notify Saviynt of acceptance or rejection thereof.
- (v) If Customer determines that any Service(s) and/or Deliverable(s) associated with a milestone has failed to be cured timely by Saviynt, then Customer may make a claim for terminate for breach, in accordance with the Agreement.

17. **Change Control Process.** Following the SOW Effective Date, any changes (schedule, scope, cost, etc.) to this SOW requested by one party to the other, must be mutually agreed to in writing between the Parties and processed in accordance with the conditions in this Section 13.

- (i) A change request shall be submitted by one party to the other for communicating any change(s) to this SOW and the receiving party shall review and approve or reject such submitted change request. The change request must include any impact to the then current project schedule, increase/decrease to fees and any other relevant information that will impact the current SOW. The submitting party of a change request shall provide the other party with a complete change request, along with any other supporting documentation necessary for the requesting party to review such change request.
- (ii) Each Party shall be solely liable for any and all costs associated with a change request, unless such costs are specifically approved in advance of the change request submittal, whereby any approved costs shall be incorporated into and made a part of the total price of this SOW and paid for accordingly.
- (iii) If the receiving Party of a change request form rejects the submitted change, the receiving Party shall indicate to the other the reasons for such rejection.
- (iv) If the receiving Party of a change request approves the submitted change, the Parties shall fully execute a change order to the original SOW and such change order shall be binding on the parties and shall be incorporated into the original SOW.

18. **Reports and Meetings.** Saviynt shall provide Customer with regular project summaries as requested by Customer, outlining current progress, time expended, any anticipated problems, and remaining time to completion. At project end, Saviynt shall provide a final project report as requested by Customer.

19. **Special Conditions.** Special conditions, if any, applicable only under this SOW are as follows. Such special conditions shall supersede the terms and conditions in the Agreement, in the event of conflict.

IN WITNESS WHEREOF, the parties have caused this SOW to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this SOW.



**Saviynt, Inc.**

**By:** \_\_\_\_\_

**Authorized Signature**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**[Customer]**

**By:** \_\_\_\_\_

**Authorized Signature**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## SCHEDULE C

### SUPPORT AND MANAGED PLATFORM SERVICES

In order to receive the Support and Managed Platform Services included herein, the Customer must pay in full all Subscription Services Fees and any related Professional Services purchased and invoiced by Saviynt in accordance with Section 7 of the Agreement during the initial Term and any Renewal Term, as applicable. Saviynt will directly provide the Support and Managed Platform Services to the Customer.

#### SUPPORT SERVICES

**1. Support Services Level.** Saviynt offers two levels of Support Services as detailed below. Customer may select either Gold Level or Platinum Level support. The Subscription Service Fees include the selected level of support at no additional charge.

☐ **Gold Level**

- (a) Severity 1 coverage 16 hrs./day x 5 days/week from 6am-10pm, PST
- (b) All other problem severities covered Monday-Friday, 8am-5pm, PST

☐ **Platinum Level**

- (a) Problem severity 1 coverage 24 hrs./day x 7 days/week
- (b) All other problem severities covered Monday-Friday from 8am-5pm, PST

**2. Support Services Entitlements.** Customer receives the following Support Services Entitlements:

- (a) Telephone or electronic support in order to help Customer locate and correct problems with the Subscription Service.
- (b) Bug fixes and code corrections to correct Application malfunctions in order to bring the Subscription Service into substantial conformity with the operating specifications.
- (c) All extensions, enhancements and other changes that Saviynt, at its sole discretion, makes or adds to the Application accessed through the Subscription Service.
- (d) Gold Support includes up to three (3) dedicated contacts designated by Customer in writing that will have access to the Support Services. These support contacts must utilize support in one geographic time zone and must be seeking support for a common instance of the Subscription Software.
- (e) Platinum Support includes six (6) dedicated support contacts designated by Customer in writing that will have access to Support Services. These support contacts are not limited to a particular time zone but must utilize support for a common instance of the Subscription Service.
- (f) Two (2) additional support contacts may be purchased for a fee of Twenty Thousand US Dollars (\$20,000 USD) per year (\$10,000 per person per year). Additional support contacts must be purchased if: (i) support contacts are required in more than one geographic time zone or (ii) additional production instances of the Software are deployed for an affiliate, business unit, division or other group as allowed under the license.

**3. Support Services Definitions**

- (a) **"Problem"** means a defect in the Application accessed through the Subscription Service as defined in Saviynt's standard specifications, which significantly degrades such Application.
- (b) **"Fix"** means the repair of the Application to remedy Problem.
- (c) **"Workaround"** means a change in the procedures followed or data supplied by Customer to avoid a Problem without substantially impairing Customer's use of the Subscription Services.
- (d) **"Respond"** means acknowledgement of Problem received containing assigned support engineer name, date and time assigned, and severity assignment.



#### 4. Support Services Response and Resolution Goals

<i><b>Problem Severity</b></i>	<i><b>Saviynt Response Goals</b></i>	<i><b>Resolution Goals</b></i>
<b>Severity Level 1.</b> The Subscription Service or Application being accessed by the Subscription Service has a Problem that is creating a significant impact to the Customer's business function or preventing that function from being executed.	Gold Support: Within 4 business hours.  Platinum Support: Within 1 business hour.	Upon confirmation of receipt, Saviynt support personnel begins continuous work on the Problem, and a customer resource must be available at any time to assist with problem determination. Customer Support will provide reasonable effort for Workaround or Fix within 24 hours, once the Problem is reproducible or once we have identified the defect. Saviynt may incorporate a Fix in a future release of Application.
<b>Severity Level 2.</b> The Subscription Service or Application is moderately affected. There is no Workaround currently available or the Workaround is cumbersome to use.	Gold Support: Within 12 business hours.  Platinum Support: Within 8 business hours.	Customer Support will provide reasonable effort for Workaround or Fix within <u>7 business days for Gold Support</u> or within <u>3 business days for Platinum Support</u> , once the Problem is reproducible. Saviynt may incorporate a Fix in a future release of Application.
<b>Severity Level 3.</b> The Subscription Service or Application issue is not critical (no data has been lost, and the Subscription Service has not failed). The issue has been identified and does not hinder normal operation, or the situation may be temporarily circumvented using an available Workaround.	Gold Support: Within 2 business days.  Platinum Support: Within 1 business day.	Customer Support will provide reasonable effort for Workaround or Fix within <u>10 business days for Gold Support</u> or within <u>7 business days for Platinum Support</u> , once the Problem is reproducible. Saviynt may incorporate Fix in a future release of Application.
<b>Severity Level 4.</b> Non-critical issues, general questions, enhancement requests, or the functionality does not match documented specifications.	Gold Support: Within 7 business days.  Platinum Support: Within 7 business days.	Resolution of Problem may appear in a future release of Application.

**5. Accessing Support.** The Customer Support phone number is (310) 641-1664. In addition, the online Customer Support Portal (<https://saviynt.com/saviynt-support/>) is available 24x7 for self-service technical assistance including:

- (a) Logging tickets and viewing status of previously submitted tickets
- (b) Viewing updates to the Subscription Service
- (c) Accessing product documentation, technical articles, and FAQs

**6. Updates, Fixes and Enhancements.** Saviynt will provide new releases, upgrades, modifications, bug fixes and enhancements to the Application and Subscription Services to ensure the functionality of the Application and Subscription Services is available to Customer and its Users. Notifications for scheduled maintenance changes are provided through the Customer Support Portal and include a detailed description of the maintenance to be performed in accordance with Section 2 of this Attachment C. Customer will have a ten (10) business days in which to test any scheduled maintenance changes prior to Saviynt introducing such changes into production. If Customer encounters an issue during the testing period, Customer shall log a support ticket/case



on the Customer Support Portal. Emergency maintenance shall be performed in accordance with the conditions set forth in Section 5 of Schedule D. Following emergency maintenance, Customer shall be provided with a detailed description of all emergency maintenance performed no greater than one (1) calendar day following the implementation of the maintenance.

### **MANAGED PLATFORM SERVICES.**

1. Saviynt's Managed Platform Services cover (i) Platform Operations and (ii) Platform Upgrades.

2. **Platform Operations** include the following:

- (a) Continuous Upgrades and Feature Enhancements
- (b) 24x7 Operations
- (c) Regular system backup / restore
- (d) Monitoring of integration points / feeds
- (e) Proactive system health and performance monitoring of Identity & Access Governance / Intelligence platform and its integration points
- (f) Troubleshoot platform issues and incident management, perform performance tuning
- (g) Participate in root cause analysis
- (h) Perform change control and release management
- (i) Prepare periodic reports on system health, performance, audit support
- (j) Provide resolution support for Severity 1 / 2 / 3 incidents

3. **Platform Upgrades** include the following:

- (a) Perform OS and DB update / upgrade / maintenance / hardening
- (b) Access to regular upgrades and updates
- (c) Deploy Saviynt updates / hotfixes / 1 annual upgrade
- (d) Align release management with product roadmap
- (e) Merge any customer specific customizations with product upgrades



**SCHEDULE D**  
**SERVICE LEVEL AGREEMENT**

**1. Service Level Agreement Definitions.**

- (a) **“Available for Use”** means all of the supported functions and features of the Subscription Service are capable of sending and receiving data to and from the Internet.
- (b) **“Availability”** means the portion (in percentage terms) of Scheduled Uptime the Subscription Services are actually Available for Use.
- (c) **“Downtime”** means any period of time during the applicable Service Level Period that the Subscription Services are not Available for Use due to a Severity Level 1 Problem as classified or confirmed by Saviynt in accordance with the Support Policies, beginning when Customer opens a ticket in Saviynt’s Customer Support Portal and ending when the Subscription Service is again Available for Use.
- (d) **“Scheduled Downtime”** means the total minutes in the reporting month required by a Scheduled Maintenance Window.
- (e) **“Scheduled Uptime”** means the total minutes in the reporting month less the total minutes of Scheduled Downtime.
- (f) **Service Availability Credit** means a dollar credit, calculated in accordance with Section 3 of this Schedule D, for the calendar months during which the Subscription Services fall below the Service Commitment
- (g) **“Service Availability Percentage”** means the percentage calculated by dividing the actual Uptime minutes during a reporting month by the Scheduled Uptime minutes.
- (h) **“Service Level Period”** means 24x7: 24 hours a day, 7 days a week, 365 days a year.
- (i) **“Uptime”** means the total minutes in the reporting month the Subscription Services were available to Users for normal use.

**2. Service Commitment.** Saviynt will use commercially reasonable efforts to make the Subscription Service Available for Use no less than ninety-nine-point five percent (99.5%) of the Scheduled Uptime during the Service Level Period, as calculated on a monthly basis, subject to the exclusions below (**“Service Commitment”**). Availability shall be continually monitored and reported by Saviynt to Customer on a monthly basis.

**3. Service Availability Credit Requests.** At the beginning of each calendar quarter period, Saviynt shall determine the Service Availability Credit(s) due the Customer, if any, that is a result of the Service Availability Percentage falling below Service Commitment during any monthly period of the preceding calendar quarter. If a Service Availability Credit(s) is due to the Customer, the Service Availability Credit(s) shall be determined based upon the values set forth in the table below. All calculations and Service Availability Credit(s) are based on Saviynt’s records and data. Any Service Availability Credit(s) due the Customer, shall be paid within forty-five (45) calendar days from the beginning of the then current calendar quarter.

<u><b>Service Availability %</b></u>	<u><b>Service Availability Credit</b></u>
<99.4 % to ≥ 98.0%	2% of monthly Subscription Fee
<97.99% to ≥ 96.0%	3% of monthly Subscription Fee
<95.99% to ≥ 94.0%	4% of monthly Subscription Fee
<93.99% to ≥ 92.0%	6% of monthly Subscription Fee

The cumulative Service Availability Credits, if any, will in no event exceed fifteen (15%) in aggregate of the quarterly value of the then current annual Subscription Service Fee.

4. **Service Credit Payment and Eligibility.** Saviynt will apply Service Availability Credits against future Subscription Service invoices. Service Availability Credits will not entitle Customer to any setoff, refund or other payment from Saviynt or the Partner. A Service Availability Credit will be applicable and issued only if: (a) Customer does not owe Saviynt or the Partner any past due amounts and (b) Customer is in compliance with the terms of the Agreement. Service Availability Credits may not be transferred or applied to any other account, products or services. Customer's sole and exclusive remedy for any unavailability, non-performance or other failure of Saviynt to provide the Subscription Services is the receipt of the Service Availability Credits (if eligible) in accordance with the terms of this Schedule D.
5. **Exclusions.** Downtime shall not include the aggregate amount of time during which the Subscription Service is not Available for Use that result from:
- (a) **Scheduled Maintenance** - provided that such scheduled maintenance occurs during scheduled maintenance windows, currently between the hours of Friday 10:00PM and Sunday 4:00PM, Pacific US Time (the "**Scheduled Maintenance Window**") with one (1) week prior electronic mail or other notice to Customer, which will include a detailed description of all maintenance to be performed. Customer will have a ten (10) day period in which to test any scheduled maintenance changes prior to Saviynt introducing such changes into Customer's production environment;
  - (b) **Emergency maintenance** - Saviynt may perform any reasonably required, emergency maintenance work outside of the Scheduled Maintenance Window with one (1) hour prior electronic mail or other notice to Customer. For emergency maintenance, Saviynt shall provide as much advance notice as commercially practicable to Customer and shall provide a detailed description of all maintenance performed no greater than one (1) calendar day following the implementation of the maintenance;
  - (c) **Factors Outside Saviynt's Reasonable Control** - including (a) a Force Majeure Event, (b) Interruptions in third-party networks that prevent Internet users from accessing the Subscription Services, provided that the data center is served by redundant connections to the internet from multiple internet service providers, or (c) suspension or termination of the Subscription Services due to Customer's use of the Subscription Services in violation of the terms of the Agreement.