SUBSCRIPTION AGREEMENT FOR PURCHASES THROUGH THE AWS MARKETPLACE

THIS SUBSCRIPTION AGREEMENT (THIS "**AGREEMENT**") SETS FORTH THE LEGALLY BINDING TERMS FOR USE OF THE PRODUCTS (AS DEFINED BELOW). THIS AGREEMENT IS BY AND BETWEEN PING IDENTITY CORPORATION ("**PING IDENTITY**") AND THE COMPANY OR ENTITY ON WHOSE BEHALF YOU ENTERING INTO AN ORDER FORM (AS DEFINED BELOW) ("**CUSTOMER**"). YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND CUSTOMER TO THE TERMS OF THIS AGREEMENT. BY AGREEING TO THE TERMS OF THIS AGREEMENT OR BY ACCESSING, USING OR INSTALLING ANY PART OF THE PRODUCTS, CUSTOMER EXPRESSLY AGREES TO AND CONSENTS TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE TO ANY OF THE TERMS OF THIS AGREEMENT, CUSTOMER IS PROHIBITED FROM DOWNLOADING, INSTALLING, ACTIVATING OR USING THE PRODUCTS. THE EFFECTIVE DATE OF THIS AGREEMENT IS THE DATE SET FORTH ON AN ORDER FORM OR, IF EARLIER, THE DATE ON WHICH CUSTOMER DOWNLOADS, INSTALLS, ACTIVATES OR USES THE PRODUCTS (THE "**EFFECTIVE DATE**"). COLLECTIVELY, PING IDENTITY AND CUSTOMER MAY BE REFERRED TO AS THE "PARTIES" OR IN THE SINGULAR AS A "PARTY."

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions.

"**Administrator**" is an individual who has been granted administrative permissions by Customer to the Service.

"**Affiliate(s)**" 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.

"**AWS Marketplace**" means the marketplace offered by Amazon Web Services, Inc. or its affiliates ("**AWS**") through which Customer purchases subscriptions to the Products, as such marketplace may be rebranded or renamed from time to time.

"**Customer Data**" means all electronic data or information submitted by Customer and its Users to the Service. Customer Data may include Personal Data.

"**Customer Identity**" means, unless otherwise set forth on an Order Form, a unique set of identity attributes associated with (i) customers of Customer, if such customer is an individual, or (ii) employees, contractors, subcontractors or temporary staff of customers of Customer, if such customer is an entity, in each case acting on such individual's behalf. Customer Identities are only permitted to access resources of Customer.

"**Documentation**" means Ping Identity's then current on-line administrator user's manuals for the Products made generally available by Ping Identity on its website.

"**Identities**" means Workforce Identities, Partner Identities and/or Customer Identities, as applicable.

"**Malicious Code**" means viruses, worms, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"**Order Form**" means the ordering documentation and details for Customer's purchase from Ping Identity that is offered by Ping Identity to Customer, directly or through a Reseller, through the AWS Marketplace, either as a public listing or a private offer, that is accepted by Customer.

"**Partner Identity**" means, unless otherwise set forth on an Order Form, a unique set of identity attributes associated with an employee, contractor, subcontractor or temporary staff of a business partner of Customer, acting on behalf of such business partner and not for the benefit of such individual. Partner Identities are only permitted to access resources of Customer.

"**Personal Data**" has the meaning assigned to it in the DPA.

"**Products**" means the Software, Service, Trial Products (defined in Section 2.3) and Beta Versions (defined in Section 2.4).

"**Service**" means hosted, software-as-a-service offerings provided by Ping Identity that are identified on an Order Form or otherwise made available to Customer.

"**Software**" means the downloadable software programs offered by Ping Identity that are identified on an Order Form or otherwise downloaded or installed by Customer.

"**Support Services**" means those maintenance and support services that Customer obtains from Ping Identity set forth in Section 2.7 below.

"**Users**" means any Administrator and individuals (including non-human devices) who are provisioned by Customer (or Customer's authorized third parties accessing Customer's services) to utilize the Service in connection with Customer's use of the Service. Order Forms define the specific number and type of Users that Customer is authorized to permit to utilize the Service.

"**Workforce Identity**" means, unless otherwise set forth on an Order Form, a unique set of identity attributes associated with an employee, contractor, subcontractor, or temporary staff acting on Customer's behalf.

2. General.

2.1 Provision of Service. Subject to the terms and conditions of this Agreement, Ping Identity shall make the Service available to Customer for the duration specified in the Order Form so that Customer may utilize the Service, solely for Customer's business use, all in accordance with this Agreement, the Order Form and the Documentation. Customer agrees that its purchase of the Products is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Ping Identity with respect to future functionality or features.

2.2 Software License Grant. Subject to the terms and conditions of this Agreement, Ping Identity hereby grants Customer, for the duration specified in the Order Form, a limited, non-exclusive, non-sublicenseable, non-transferable license to install the Software, in machine-readable form only, and to use the Software solely for Customer's business use, all in accordance with this Agreement, the Order Form and the Documentation.

2.3 Evaluation and Developer Licenses. If Ping Identity provides Customer with a trial, evaluation or developer license to the Products (the "**Trial Products**"), Customer agrees to use the Trial Products solely for evaluation purposes, in a non-production environment, for a thirty (30) day evaluation period unless a different period is otherwise agreed to in writing by Ping Identity (the "**Trial Period**"). At the end of the Trial Period, Customer's right to use the Trial Products automatically expires and Customer agrees to uninstall the Trial Products and return to Ping Identity all copies or partial copies of the Trial Products and, upon request, certify to Ping Identity in writing that all copies or partial copies of the Trial Products have been deleted from Customer's computer libraries and/or storage devices and destroyed. If Customer desires to continue its use of the Trial Products beyond the Trial Period, Customer shall contact Ping Identity to acquire a license to, or subscription for, the Trial Products for the applicable fee.

2.4 Beta Versions. If Ping Identity and Customer mutually agree in writing, Customer may receive beta, preview or other pre-release Products or features from Ping Identity ("**Beta Versions**"). Beta Versions may not have been tested or debugged and are experimental, and any documentation may be in draft form. Ping Identity may change or discontinue Beta Versions at any time without notice.

2.5 IN ADDITION TO ANY DISCLAIMERS IN SECTION 8.4, ANY TRIAL PRODUCTS AND BETA VERSIONS ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS AT CUSTOMER'S SOLE RISK. PING IDENTITY SHALL NOT HAVE ANY LIABILITY FOR CUSTOMER'S USE OF THE TRIAL PRODUCTS OR BETA VERSIONS UNDER THIS AGREEMENT UNDER ANY THEORY OF LIABILITY. Ping Identity does not provide support for Trial Products or Beta Versions. Trial Products and Beta Versions may be subject to reduced or different security, compliance and privacy commitments. The following Sections of this Agreement shall not apply to Trial Products or Beta Versions: 2.7, 6.6, 6.7, 8.1, 8.2, 8.3, 9.1 and 10.1.

2.6 Delivery, Installation and Acceptance of the Software.

(a) Delivery, Installation and Acceptance of the Software. The Software will be delivered to Customer by electronic download. Customer will be solely responsible for installing any Software as permitted under this Agreement. All Software will be deemed accepted upon delivery.

(b) Ping Identity Assistance. In the event that Customer requires any administration, training, installation, health check, or similar services with respect to the Products, any such services and related Fees shall be set forth in an Order Form and such services shall be provided by Ping Identity without the need for a separate professional services agreement unless otherwise agreed to by the Parties.

2.7 Support for Products. Ping Identity will provide those Support Services for the Products in accordance with Ping Identity's support agreement available at https://www.pingidentity.com/support-policy and, solely with respect to Ping Identity's PingCloud Service ("**PingCloud**"), the addendum located at https://www.pingidentity.com/en/legal/support-policy-addendum-pingcloud.html

(together, the "**Support Policy**"). Ping Identity is not obligated under the terms of this Agreement to provide any customer service or support to any User other than Administrators; such responsibility (if any) shall remain with Customer.

2.8 Order Form. Customer may enter into Order Form under this Agreement by placing an order through the AWS Marketplace, directly from Ping Identity or through a Reseller, that are accepted by Ping Identity and Customer.

2.9 Resellers. In the event that Customer purchases subscriptions to the Products through an authorized reseller of Ping Identity (a "**Reseller**"), no Order Form will be entered into between Ping Identity and Customer. Ping Identity's official ordering documentation with the Reseller will contain the details of the subscriptions to the Products (including the scope of permitted use, quantities of licenses, etc.), and references to Order Form herein will refer to such documentation. Customer should obtain such details from the Reseller, but Ping Identity can also confirm to Customer any such details of the subscription other than amounts payable. Resellers have no authority to modify any of the terms of this Agreement, and may not grant Customer any rights to the Products beyond what is set forth in the ordering documentation between Ping Identity and Reseller.

3. Use Guidelines; Restrictions. Customer shall use the Products solely for its own business purposes in accordance with this Agreement and any related Order Form. Customer shall obtain any required authorizations or consents from Users for the transmission of Customer Data to Ping Identity and other third parties in connection with the Products and related processing by such persons, including as may be necessary under any data protection laws and regulations. Customer shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, operate as a service bureau or managed service, or otherwise commercially exploit or make the Products available to any third party except as expressly contemplated by this Agreement; (ii) modify, adapt, alter, translate or create derivative works of the Products; (iii) frame or mirror any content forming part of the Service, other than on Customer's own intranets or otherwise for its own internal business purposes; (iv) reverse engineer, decompile or disassemble the Products (or otherwise attempt to derive the source code or underlying ideas or algorithms of the Software); (v) take any action that would cause the Products (including any license key) to be placed in the public domain; (vi) remove, alter, or obscure any proprietary notices of Ping Identity, its licensors or supplier included in the Products; (vii) send or store Malicious Code or infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material or spam; (viii) interfere with or disrupt the integrity or performance of the Service or the data contained therein, including conducting any load or penetration testing on the Service; (ix) attempt to gain unauthorized access to the Service or its related systems or networks; or (x) access the Products in order to (a) build a competitive product or service, or (b) copy any ideas, features, functions or graphics of the Products.

4. Fees & Payment; Audit.

4.1 Fees. Customer shall pay all fees specified in the Order Form hereunder (the "**Fees**"). If Customer is purchasing through a Reseller, the applicable Fees will be determined with the Reseller. Fees for purchases through the AWS Marketplace will be remitted to AWS through the procedures set forth in the AWS Marketplace except as otherwise set forth herein. Except as otherwise provided, all fees are quoted and payable in United States dollars. Except as otherwise specified herein or in an Order Form, stated fees are based on the scope of the Product subscriptions purchased and not actual usage, payment obligations are non-cancelable, and fees paid are non-refundable. In the event that Customer is purchasing a subscription based on the number of individual Users, connections or another metric set forth in an Order Form, and Customer's actual usage exceeds the applicable limit on such metric, overage charges shall apply based on the then-current per-unit rate on the applicable Order Form or as otherwise set forth therein, and Customer shall enter into an Order Form with Ping Identity directly or through the AWS Marketplace for the overages fees or otherwise remit such charges to AWS pursuant to any alternative overuse payment mechanism on the AWS Marketplace, in each case as applicable.

4.2 Invoicing & Payment Terms. All Fees will be invoiced in advance and in accordance with the relevant Order Form and AWS Marketplace terms.

4.3 Reserved.

4.4 Taxes. Customer is responsible for paying all applicable direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, sales, use or withholding taxes (collectively, "**Taxes**") associated with its purchases hereunder, above and beyond the Fees, excluding taxes based on Ping Identity's net income or property, unless Customer provides Ping Identity with a valid tax exemption certificate authorized by the appropriate taxing authority. Unless otherwise stated, all prices set forth on an Order Form are exclusive of Taxes.

4.5 Reimbursement of Additional Expenses. Ping Identity utilizes third-party provider(s) to enable optional SMS and voice call notification features for certain Products that may be purchased by Customer hereunder. In the event that Customer elects to utilize any such SMS or voice call features, Customer will be responsible for all charges incurred by Ping Identity from such third-party provider(s) for Customer's use, and Ping Identity will bill Customer in arrears. Customer agrees to reimburse these expenses and any other agreed

upon expenses (such as travel and expenses in connection with professional services) directly to Ping Identity if requested, even if purchased through the AWS Marketplace.

4.6 Transaction-Based Pricing. Additional terms for Products sold with transaction-based pricing, as opposed to entitlements based on number of Identities, for example, are set forth on Exhibit A hereto.

4.7 Suspension of Service for Critical Cause. Ping Identity reserves the right to suspend the Service provided to Customer if: (i) Customer is delinquent on any undisputed (in good faith) late payment obligations for more than thirty (30) days following written notice of such late payment; (ii) Ping Identity reasonably believes that suspension of the Service is necessary to comply with the law or requests of governmental entities; or (iii) Ping Identity reasonably determines that Customer's use of the Service in violation of this Agreement poses any security or vulnerability risk to Ping Identity or the Service. Customer shall only be responsible for fees and charges during the period of suspension if the underlying cause was Customer's breach of this Agreement. Ping Identity will endeavor to give advance notice of the suspension, to the extent it is able, taking into account the nature of the underlying cause. Ping Identity will restore access to the Service as soon as the underlying cause is mitigated.

4.8 Audit of Software Usage. Ping Identity will have the right, upon reasonable prior written notice to Customer, at a mutually agreeable time, and no more than once in any twelve (12) month period, to either audit or have an independent audit firm selected by Ping Identity audit Customer's equipment on which the Software is installed, and all related back-up files, to verify compliance with this Agreement. Any such audit will be conducted during normal business hours in a manner so as not to unreasonably interfere with Customer's normal operations. Such audits will be conducted at Ping Identity's expense. In the event that an audit reveals that Customer has failed to pay Fees consistent with its use of the Software, Customer will remit to Ping Identity the applicable Fees for the overuse, based on the then-current per-unit rate on the Order Form, by entering into an Order Form with Ping Identity or if applicable, on the AWS Marketplace, for the overages fees or otherwise remitting such charges to AWS upon request pursuant to any alternative overuse payment mechanism on the AWS Marketplace as applicable, and reimburse Ping Identity for all reasonable costs and expenses incurred by Ping Identity in connection with such audit.

5. Confidentiality.

5.1 Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential and proprietary information of a Party (the "**Disclosing Party**") disclosed or made available to the other Party (the "**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information or the circumstances of disclosure, including without limitation, the terms and conditions of this Agreement, the Products, business and marketing plans, technology and technical information, pricing information, financial results and information, product designs, product roadmaps, results of penetration testing, security reports or audits and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (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) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. Confidential Information specifically excludes Customer Data and Personal Data. Customer Data obligations are set forth in Section 6 below and Personal Data obligations are set forth in the DPA.

5.2 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. The Receiving Party may disclose Confidential Information to its Affiliates and service providers on a need-to-know basis, and such Affiliates and service providers may use such Confidential Information, in each case only for the purposes of fulfilling Receiving Party's obligations under this Agreement. The Receiving Party shall be liable to the Disclosing Party for all actions and omissions of its Affiliates and service providers with respect to such information as if such actions and omissions were those of the Receiving Party hereunder.

5.3 Protection. The Receiving Party agrees to protect the confidentiality of the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care), and promptly notify the Disclosing Party upon discovery of any unauthorized access or acquisition of Confidential Information and reasonably cooperate with the Disclosing Party's efforts to prevent, investigate and remediate the breach of confidentiality.

5.4 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

5.5 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

6. Customer Data and Security.

6.1 Use of Customer Data. Ping Identity shall not provide the Customer Data to any third parties except as necessary to operate the Service. As between Ping Identity and Customer, Customer owns all rights, title and interest in and to all Customer Data.

6.2 Customer Responsibilities. Customer is solely responsible for all activities that occur in any Users' accounts and for compliance with this Agreement by Users. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data submitted by it and its Users to the Service; and (ii) prevent unauthorized access to, or use of, the Service, and notify Ping Identity promptly of any such unauthorized access or use. If Customer becomes aware of any violation of Customer's obligations under this Agreement by any User, Customer will promptly notify Ping Identity and work with Ping Identity to promptly terminate access of any such User to the Service.

6.3 Nature of Customer Data. Customer represents and warrants that it will not transmit or expose to Ping Identity any (i) protected health information (as that term is used in the Health Insurance Portability and Accountability Act of 1996 (HIPAA)) or (ii) cardholder data (as regulated by the Payment Card Industry Security Standards Council) as a part of using the Products, in connection with Support Services, or otherwise under this Agreement.

6.4 Compliance with Laws. Each Party shall comply with all applicable local, state, national and foreign laws in the provision and use of the Products under this Agreement. Customer agrees that it has sole control over the nature and scope of the Customer Data processed by the Products, and the origin or location of Users. Customer warrants that it will (i) obtain all required authorizations or consents from Users for the processing of the Customer Data, and (ii) ascertain that such Customer Data can be processed under this Agreement by the Service and in connection with any Support Services or professional services, in the locations in which Ping Identity operates, in accordance with applicable law.

6.5 User Requests for Information. If any User requests details of Customer Data of such User that is processed by Ping Identity, Ping Identity will promptly notify Customer, unless prohibited by applicable law or ongoing investigation.

6.6 Information Security. Ping Identity will implement and maintain reasonable and appropriate technical, administrative and physical security measures designed to protect against unauthorized access to or use of Customer Data. Ping Identity shall, at a minimum, maintain the security of the Service and the Customer Data in accordance with the security exhibit available at https://www.pingidentity.com/security-exhibit (the "**Security Exhibit**").

6.7 Audits and Security Assessments. Ping Identity is and will remain in compliance with the most recent controls established by its SOC-2 and ISO 27001 audits throughout the term of this Agreement. Upon Customer's written request, Ping Identity will provide Customer with access to Ping Identity's security portal that contains, among other things, a copy of (i) the most recently completed SOC-2 Type II audit report, (ii) its public ISO 27001 certificate and non-public Statement of Applicability, and (iii) the results of any recently completed third-party penetration testing on the Service.

6.8 Business Continuity/Disaster Recovery. During the term of this Agreement, Ping Identity will maintain and comply with its then-current Business Continuity and Disaster Recovery Plans. Ping Identity will test such plans at least annually. Upon written request, Ping Identity will provide (i) a copy of the table of contents to such plan, and (ii) a summary of its annual testing results.

6.9 Retention and Destruction. Upon Customer's written request Ping Identity will delete the Customer Data contained within the Service. Ping Identity will retain automated backup copies and log files generated by the Service that may contain Customer Data in accordance with Ping Identity's data retention policy. Such backup copies and log files will remain subject to Section 6 of this Agreement until deleted.

6.10 Data Privacy Addendum. The Data Privacy Addendum set forth at https://www.pingidentity.com/data-privacy-addendum (the "**DPA**") is incorporated by reference in to this Agreement. This Agreement, and Customer's use of the Service's features and functionality, are Customer's complete set of instructions to Ping Identity in relation to the processing of Customer Data.

6.11 Intelligence Service Features. Ping Identity may collect and utilize Customer Data and information derived from Customer's use of the Products internally to improve and develop its product offerings. In addition, Ping Identity owns any statistical usage data derived from the operation of the Products that has been aggregated and de-identified so that results are non-personally identifiable with

respect to Customer or any User ("**Aggregated Data**"), and nothing herein will prohibit Ping Identity from using Aggregated Data in the operation of Ping Identity's business. For clarity, Ping Identity may only disclose Aggregated Data externally in a de-identified (anonymous) form that does not identify Customers or any Users, and that is stripped of all persistent identifiers (such as device identifiers, IP addresses, and cookie IDs). Ping Identity will retain, and Customer expressly disclaims, all intellectual property and other rights in any products or services Ping Identity develops pursuant to the usage rights herein.

7. Proprietary Rights.

7.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, Ping Identity reserves all rights, title and interest in and to the Products (and any enhancements, modifications, or derivative works thereof, or other software development performed by Ping Identity), including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

7.2 Suggestions. Ping Identity shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Products any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its Users relating to the operation of the Products.

8. Warranties & Disclaimers.

8.1 Warranties. Each Party represents that it has the legal power to enter into this Agreement. Ping Identity warrants that it will provide the Products in a manner consistent with industry standards applicable to the provision thereof, and will provide the Support Service and any professional services in a good, professional and workmanlike manner consistent with applicable industry standards.

8.2 Performance Warranty for Software. For a period of ninety (90) days after the date of delivery of the Software (the "**Warranty Period**"), Ping Identity warrants that the Software, when used as permitted by Ping Identity and in accordance with the Documentation, will operate substantially as described in the Documentation. Ping Identity will, at its own expense and as its sole obligation and Customer's exclusive remedy for any breach of this warranty, use commercially reasonable efforts to (i) correct any material reproducible error that Customer reports to Ping Identity in writing during the Warranty Period, or (ii) replace the defective Software. In the event that Ping Identity, in its sole discretion, may not achieve either (i) or (ii) as a remedy for breach of this warranty, Ping Identity agrees to accept return of the Software, terminate the license to the defective Software and refund Customer all unused, prepaid fees with respect to the defective Software.

8.3 Harmful Code. Ping Identity warrants that it will use commercially reasonable efforts, using industry standard practices, to ensure that the Products, in the form provided by Ping Identity to Customer, do not contain Malicious Code.

8.4 Disclaimer. THE EXPRESS WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PRODUCTS AND PING IDENTITY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. PING IDENTITY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION AND RESULTS OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PRODUCTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PING IDENTITY OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY HEREIN.

9. Indemnification.

9.1 Indemnification by Ping Identity. Subject to the terms of the Agreement, Ping Identity will defend at its own expense any action against Customer brought by a third party alleging that the Products, in each case, as delivered, infringe any U.S., UK or EU patents issued as of the Effective Date or any copyrights or misappropriate any trade secrets, in each case, of a third party, and Ping Identity will indemnify and hold Customer harmless against those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer's compliance with the Indemnification Conditions (defined below). If the Products become, or in Ping Identity's opinion are likely to become, the subject of an infringement claim, Ping Identity may, at its option and expense, either: (i) procure for Customer the right to continue using the Products; (ii) replace or modify the Products so that they become non-infringing; or (iii) terminate the subscription to the infringing Products and refund Customer any unused, prepaid fees for the infringing Products covering the remainder of the subscription term after the date of termination. Notwithstanding the foregoing, Ping Identity will have no obligation or liability under this Section 9.1 or otherwise with respect to any infringement claim based upon: (a) any use of the Products not in accordance with this Agreement; (b) any use of the Products in combination with products, equipment,

software, or data not supplied or approved in writing by Ping Identity if such infringement would have been avoided but for the combination with other products, equipment, software or data; (c) any use of a prior release of the Software after a more current release has been made available to Customer; or (d) any modification of the Products by any person other than Ping Identity. THIS SECTION 9.1 STATES PING IDENTITY'S ENTIRE LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CLAIMS OF INFRINGEMENT.

9.2 Indemnification by Customer. Subject to the terms of this Agreement, Customer will defend at its own expense any action against Ping Identity brought by a third party (including any User) (i) alleging that Ping Identity's possession or use of the Customer Data violates or misappropriates the rights of, or has otherwise harmed, a third party, or (ii) concerning a User's use of the Service (provided it is not due to Ping Identity's breach of this Agreement), and Customer will indemnify and hold Ping Identity harmless against those costs and damages finally awarded against Ping Identity in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Ping Identity's compliance with the Indemnification Conditions (defined below).

9.3 Indemnification Conditions. "**Indemnification Conditions**" means the following conditions, which a Party must comply with to be entitled to the defense and indemnification obligations of the other Party under this Agreement. The indemnified Party must (i) notify the indemnifying Party promptly in writing of such claim or allegation, setting forth in reasonable detail the facts and circumstances surrounding the claim; (ii) give the indemnifying Party sole control of the defense thereof and any related settlement negotiations, including not making any admission of liability or take any other action that limits the ability of the indemnifying Party to defend the claim; and (iii) cooperating and, at the indemnifying Party's request and expense, assisting in such defense.

10. Limitation of Liability.

10.1 Limitation of Liability. PING IDENTITY'S CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT.

10.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL PING IDENTITY HAVE ANY LIABILITY TO CUSTOMER FOR (i) ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, (ii) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, RIGHTS, OR TECHNOLOGY (iii) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR (iv) LOSS OF REVENUES AND LOSS OF PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT PING IDENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Term & Termination.

11.1 Term of Agreement. This Agreement commences on the Effective Date and continues for as long as the duration set forth in any related Order Form or as otherwise agreed to by Ping Identity in writing, unless earlier terminated as set forth herein.

11.2 Termination for Cause. Either Party may terminate this Agreement for cause: (i) upon thirty (30) days written notice of a material breach of this Agreement by the other Party if such breach remains uncured at the expiration of such period; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.3 Effects of Termination. Upon expiration or termination of this Agreement all rights to use the Products (including all licensed rights for the Software) granted in this Agreement will immediately cease to exist and Customer must promptly discontinue all use of the Products. Upon a Party's written request, the other Party will erase, delete or destroy all copies of Confidential Information of the other Party whether or not modified or merged into other materials, and certify in writing to the other Party that such Party has fully complied with these requirements. A Party may retain archived copies of Confidential Information or copies that are incapable of being destroyed because it would be unduly burdensome or cost prohibitive, provided that all such copies remain subject to the restrictions herein for so long as they are retained.

11.4 Outstanding Fees. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable prior to the effective date of termination. Upon any termination for cause by Customer, Customer shall be entitled to a refund of any unused, prepaid fees covering the remainder of the subscription term after the date of termination. If this Agreement is terminated by Ping Identity for cause, Customer shall remain responsible for any payments set forth on the outstanding Order Form, regardless of whether such amounts have been invoiced or are payable at the time of such termination.

11.5 Waiver. Customer expressly waives any right it may have pursuant to the AWS Marketplace terms and conditions to downgrade a subscription, terminate an Order Form for its convenience, or otherwise cancel an Order Form, except as expressly set forth in this Agreement.

11.6 Surviving Provisions. Any provisions that are by their nature intended to survive termination of this Agreement will continue to survive following termination.

12. General Provisions.

12.1 Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Neither Party will have the power to bind the other or incur obligations on the other Party's behalf without the other Party's prior written consent.

12.2 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.3 Notices. All notices under this Agreement shall be in writing and may be sent by electronic mail. Notices shall be deemed to have been given upon the second business day after sending by email. Notices to Ping Identity shall be sent to legal@pingidentity.com. Notices to Customer, unless otherwise indicated by Customer, may be sent to the individual that executed this Agreement or entered into an Order Form on behalf of Customer, and/or to an Administrator by email, or at the address at the beginning of this Agreement or provided to Ping Identity through the AWS Marketplace or otherwise by Customer.

12.4 Waiver and Cumulative Remedies. Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision of this Agreement. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

12.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in force and effect.

12.6 Third-Party Services. The Products may be used by Customer to interface with certain third-party services and applications ("**Third-Party Services**"). Ping Identity makes no warranty regarding the operation or functionality of such Third-Party Services. Ping Identity does not guarantee that the Products will interoperate with any particular Third-Party Service, and Ping Identity's support obligations set forth in Section 2.7 shall not extend to any Third-Party Services.

12.7 Open Source Software. Certain items of software embedded within the Products are subject to "open source" or "free software" licenses ("**Open Source Software**"). Some of the Open Source Software is owned by third parties. Nothing in this document limits Customer's rights or obligations under the terms and conditions of any applicable end user license for the Open Source Software. In no event do any authors of any Open Source Software provide any warranties with respect to such Open Source Software and such authors disclaim liability of any kind for any use of the Open Source Software. The terms of the licenses for the Open Source Software shall not impose any additional restrictions on your use of the Products as permitted by this Agreement or negate or amend any of our responsibilities with respect to the Products.

12.8 Assignment. Customer may not assign or transfer, by operation of law or otherwise, any of its rights under this Agreement (including its licenses with respect to the Software) to any third party without Ping Identity's prior written consent, which consent shall not be unreasonably withheld. Any attempted assignment or transfer in violation of the foregoing will be null and void. Ping Identity shall have the right to assign this Agreement to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. All provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the respective successors and permitted assigns of Ping Identity and Customer.

12.9 Applicable Law and Venue. The laws of (i) the State of Colorado, USA (if Customer is domiciled in North, Central or South America, or any territory not covered by clauses (ii) or (iii)), (ii) England and Wales (if Customer is domiciled in Europe, the Middle East or Africa) or (iii) New South Wales, Australia (if Customer is domiciled in Asia or Oceania) (in each case without regard to any conflict of laws principles that would require the application of the laws of any other jurisdiction) govern this Agreement and all matters arising out of or relating to this Agreement, including, without limitation, validity, interpretation, construction, performance, and enforcement. Any dispute, action, claim or cause of action arising out of, relating to, or in connection with this Agreement or the Products shall be only brought in and is subject to the exclusive jurisdiction of (a) the state and federal courts located in Denver, Colorado USA (if Customer is domiciled in North, Central or South America, or any territory not covered by clauses (b) or (c)), (b) the courts located in London, England (if Customer is domiciled in Europe, the Middle East or Africa) or (c) the courts located in Sydney, Australia (if Customer is domiciled in Asia or Oceania). Each Party waives, to the fullest extent of the law, any objection to venue in such courts,

and each Party hereby irrevocably submits and consents to the exclusive jurisdiction of such courts. To the extent permitted by law, the Parties expressly waive any right to trial by jury.

12.10 Governing Language. The governing language for this Agreement and for negotiation and resolution of any disputes related to this Agreement is the English language. Each Party waives any right it may have under any law in any state or country to have the Agreement written in any language other than English.

12.11 U.S. Government End Users. If Customer is a branch or agency of the United States Government, the following provision applies. The Software is comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 and qualify as "commercial items" as defined in 48 C.F.R. 2.101. Ping Identity provides the Products for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Products include only those rights customarily provided to the public as defined in this Agreement. This customarily commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). This section 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. If a government agency has a need for rights not conveyed under this Agreement, it must negotiate with Ping Identity to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable Order Form or amendment to this Agreement.

12.12 Marketing and Publicity. Upon execution of this Agreement, Ping Identity may identify Customer as a customer of Ping Identity on Ping Identity's website as well as within any written and/or electronic marketing material relating to Ping Identity's products and/or services. Customer shall not publish or disclose to any third party any opinions relating to, or test results, benchmarking or comparative study involving any Product without the prior written consent of Ping Identity.

12.13 Application Linkage in the Service. If Customer is utilizing the Service to enable entities to connect into its applications, Ping Identity may list Customer's name and accompanying logo within the Service portal and/or application catalog in order to facilitate such intended functionality of the Service. Customer hereby grants Ping Identity a limited, non-exclusive license to its trademarks in order to implement the foregoing provision. Notwithstanding the foregoing, Customer may contact Ping Identity following execution of this Agreement and request in writing that Ping Identity refrain from listing Customer on any of the materials and/or portals referenced herein.

12.14 Force Majeure. Neither Party will be liable for any failure in performance due to circumstances beyond such Party's reasonable control, including without limitation, acts of God; acts of government; flood; fire; earthquakes; civil unrest; acts of terror, strikes or other labor problems (other than those involving such Party's employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within such Party's possession or reasonable control, and denial of service attacks. For the avoidance of doubt, a force majeure event shall not include (a) financial distress, (b) changes in the market prices or conditions, or (c) a Party's financial inability to perform its obligations hereunder.

12.15 Anti-Bribery. Ping Identity agrees not to provide, and Customer agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any Ping Identity employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If either Party learns of any violation of the above restriction, such Party will use reasonable efforts to promptly notify the other Party.

12.16 Headings, Advice of Counsel, and Drafting. Headings used in this Agreement are provided for convenience only and will not in any way affect the meaning or interpretation of each section. The Parties acknowledge that they have been advised by counsel of their own choosing, or had the opportunity to seek such counsel, and that its terms will be interpreted without any bias against one Party as drafter.

12.17 Entire Agreement. This Agreement, including all exhibits hereto, the Security Exhibit, the Support Policy, the DPA and the Order Form, constitutes the final agreement between the Parties, and is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All exhibits and the Order Form are incorporated into this Agreement by reference. All prior agreements (including any click-through agreement associated with the Products), proposals or representations, written or oral, concerning the subject matter contained in this Agreement, are expressly superseded by this Agreement. Any prior non-disclosure, confidentiality, or similar agreement between the Parties is expressly superseded by this Agreement and the confidential or proprietary information previously disclosed thereunder shall become "Confidential Information" under the terms of this Agreement as if originally disclosed hereunder. In entering this Agreement, neither Party has relied upon any statement, representation, warranty or agreement of the other Party except for those expressly contained in this Agreement. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum

or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding the Order Form) shall be incorporated into or form any part of this Agreement, and all such terms or conditions are specifically and expressly rejected by Ping Identity and shall be null and void. The U.N. Convention on the International Sale of Goods shall not apply to this Agreement.

12.18 Modifications, Amendments and Waivers. This Agreement may not be modified except by written instrument signed by both Parties. Each Order Form that is entered into by Customer incorporates the terms of this Agreement in effect as of such date of execution. Notwithstanding the foregoing sentence, Ping Identity may amend the Support Policy, Security Exhibit and DPA from time to time by posting such amendment(s) at the URLs listed in Sections 2.7, 6.6 and 6.12, or alternate URLs as may be provided to Customer by Ping Identity from time to time. Customer acknowledges and agrees that Customer's continued use of the Products after the posting of such an amendment shall constitute Customer's consent to such amendment and agreement to be bound by same.

EXHIBIT A

TRANSACTION-BASED PRICING TERMS

Customer may purchase an entitlement for a certain number of transactions ("**Transactions**") that may be utilized on the applicable Product as follows below. Transactions include any identity-related operation related to the applicable Product, such as ID verification, sign-up, sign-in, authentication, token refresh or password change.

a. For Transactions other than Non-Recurring Transactions ("**Renewable Transactions**"), the quantity purchased indicates the maximum number of Transactions that may be utilized by Customer during each Subscription Year of the Service Term. A "**Subscription Year**" refers to each one-year period measured from the start of an applicable Renewable Transaction subscription term (the "**Service Term**") and does not refer to calendar years.

b. Transactions that are designated as "one-time," "non-recurring," or with another similar description ("**Non-Recurring Transactions**") must be utilized by Customer within the Subscription Year in which they were purchased. Non-Recurring Transactions increase the maximum number of permitted Transactions only for the specific Subscription Year in which they are purchased.

c. Any Transactions that are not utilized during the permitted Subscription Year set forth in clause (a) or (b) above shall expire without refund at the end of such Subscription Year and may no longer be utilized. Transactions applicable to future Subscription Years may not be applied to prior Subscription Years.

d. If a Service Term for Renewable Transactions contains a partial Subscription Year (i.e., less than twelve months), such partial Subscription Year will occur at the beginning of the Service Term so that the remainder of the Service Term is comprised of full Subscription Years. The Renewable Transactions entitlement for such partial Subscription Year will be pro-rated for the portion of a whole year that it represents.

e. In the event that Customer uses the entirety of its entitlement of Transactions for a given Subscription Year prior to the end of such Subscription Year, Ping Identity reserves the right to discontinue processing of further Transactions ("**Excess Transactions**") until acceptable evidence is presented by Customer to assure Ping Identity of payment for the Excess Transactions, in Ping Identity's reasonable discretion.

f. Fees for Excess Transactions will be the same as the per-Transaction fee applicable to such Subscription Year, and Customer shall not be entitled to any discounted rate with respect to Excess Transactions. Customer is responsible for these fees in the event that Ping Identity allows Customer to continue processing Transactions beyond Customer's entitlement regardless of assurance of payment as contemplated in clause (e) above. Ping Identity will invoice Customer the fees for Excess Transactions and Customer will remit payment to Ping Identity in accordance with the Agreement.