

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **SAILPOINT TECHNOLOGIES, INC.**, a Delaware corporation, whose address is 11120 Four Points Drive, Suite 100, Austin, TX 78726 (the “Contractor”), individually a “Party” and collectively the “Parties.”

**WHEREAS**, the Parties entered into an Agreement dated February 28, 2020, for the purchase, installation and ongoing technical support of the IdentityIQ Core Governance Platform (the “Agreement”); and

**WHEREAS**, the Parties now wish to modify the Agreement as set forth below.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Effective upon execution, the Agreement is hereby amended by adding a new Exhibit C to the Agreement in the form attached hereto as Exhibit C, Quotation.
2. Effective upon execution, the Agreement is hereby amended by adding a new Exhibit D to the Agreement in the form attached hereto as Exhibit D, Software as a Service Addendum.
3. Effective upon execution, the Agreement is hereby amended by adding a new Exhibit E to the Agreement in the form attached hereto as Exhibit E, SailPoint Support Policy.
4. Effective upon execution, the Agreement is hereby amended by adding a new Exhibit F to the Agreement in the form attached hereto as Exhibit F, Setup and Foundation.
5. Effective upon execution, the Agreement is hereby amended by adding a new Exhibit G to the Agreement in the form attached hereto as Exhibit G, Certificate of Insurance.
6. Subsection 5(D)(i) of the Agreement, titled “**Maximum Contract Liability**,” is amended to read as follows:

“(i) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Three Million Two Hundred Seventy-One Thousand Five Hundred Seventy-Two Dollars and Fourteen Cents (\$3,271,572.14) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in the attached exhibits. Any services performed beyond those in an applicable SOW are performed at the Contractor’s risk and without authorization under the Agreement.”

7. Section 4 of the Agreement, titled “**TERM**,” is amended to read as follows:
  - “4. The term of the Agreement is from February 28, 2020, through December 15, 2027, unless earlier terminated in accordance with Section 7 below.”
8. Section 24 of the Agreement, titled “**NO DISCRIMINATION IN EMPLOYMENT**,” is amended to read as follows:

“**24. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual

orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.”

**9.** Except as amended here, the Agreement is affirmed and ratified in each and every particular.

**10.** This Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**11.** The following attached exhibits are hereby incorporated into and made a material part of this Agreement: Exhibit C, Quotation; Exhibit D, Software as a Service Addendum; Exhibit E, SailPoint Support Policy; Exhibit F, Setup and Foundation; and Exhibit G, Certificate of Insurance.

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**Contract Control Number:** TECHS-202367134-01 / 201952801-01  
**Contractor Name:** SAILPOINT TECHNOLOGIES, INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

TECHS-202367134-01 / 201952801-01  
SAILPOINT TECHNOLOGIES, INC.

By: DocuSigned by:  
Tom Beck  
59B18BB721C24F1...

Name: Tom Beck  
(please print)

Title: VP of operations  
(please print)

ATTEST: [if required]

By: DocuSigned by:  
Jennifer Volk  
040EA1438020470...

Name: Jennifer volk  
(please print)

Title: Director  
(please print)



# EXHIBIT C, Quotation

## SailPoint Technologies

11120 Four Points Drive, Suite 100  
Austin, TX 78726  
US

Phone: (512) 346-2000

**Quote #:**  
**Date:**  
**Expires On:**

Q-46044-1  
1/20/2023 2:04 PM  
3/31/2023

### Ship To

City and County of Denver, a municipal corporation of the State of  
Colorado  
1437 Bannock St  
Denver, Colorado 80202  
United States

### Bill To

City and County of Denver, a municipal corporation of the State of  
Colorado  
1437 Bannock St  
Denver, Colorado 80202  
United States

SALESPERSON	Phone	EMAIL	PAYMENT METHOD
Ryan McGowan		ryan.mcgowan@sailpoint.com	Net 30

### Group1

PART #	DESCRIPTION	QTY	NET ANNUAL PRICE	TERM MONTHS	NET EXTENDED PRICE
SAAS-IDSEC-BIZP-IU	SailPoint Identity Security Cloud BusinessPlus - Price per Internal Identity Cube	17,000	\$273,360.00	36	\$820,080.00
IDN-PM	IdentityNow Password Manager - Price per Internal Identity cube	17,000	\$38,590.00	36	\$115,770.00
IDN-SCIM-SVM-G3	IdentityNow for ServiceNow Service Catalog - Tier 3	1	\$3,893.33	36	\$11,680.00
IDN-SDIM-SVM-G3	IdentityNow for ServiceNow Service Desk - Tier 3	1	\$3,000.00	36	\$9,000.00
IDN-ADDENV-STG	Separate IDN staging instance for development, test & configuration - Tier 1	1	\$12,000.00	36	\$36,000.00
PS-IDN-BIZPLUS-SETUP	Business Plus Cloud Setup	1	\$50,000.00	N/A	\$50,000.00
			\$380,843.33		\$1,042,530.00
<b>Group1 Price:</b>					\$1,042,530.00

## FAM

PART #	DESCRIPTION	QTY	NET ANNUAL PRICE	TERM MONTHS	NET EXTENDED PRICE
TERM-IIQ-FAMX-IU	IdentityIQ File Access Manager (Extended) - Term Price per Internal Identity Cube	17,000	\$16,036.67	36	\$48,110.00
TERM-IIQ-FS-NAS-IU	IIQ for NAS File Storage - Term Price per Internal Identity Cube	17,000	\$10,030.00	36	\$30,090.00
TERM-IIQ-FS-O365-IU	IIQ for O365 File Storage - Term Price per Internal Identity Cube	17,000	\$10,030.00	36	\$30,090.00
TERM-IIQ-FS-CS-IU	IIQ for Cloud File Storage - Term Price per Internal Identity Cube	17,000	\$10,030.00	36	\$30,090.00
TERM-IIQ-FS-OP-IU	IIQ for On-premise File Storage - Term Price per Internal Identity Cube	17,000	\$10,030.00	36	\$30,090.00
			\$56,156.67		\$168,470.00
<b>FAM Price:</b>					\$168,470.00

## Group3

PART #	DESCRIPTION	QTY	NET ANNUAL PRICE	TERM MONTHS	NET EXTENDED PRICE
PS-TRNG-CREDIT	Training Unit	200	\$20,000.00	N/A	\$20,000.00
PS-TRNG-SUB-1	eLearning Subscription - 2 Student	1	\$10,000.00	36	\$30,000.00
			\$30,000.00		\$50,000.00
<b>Group3 Price:</b>					\$50,000.00

1 **SaaS**

SailPoint will provide access to, and Customer may use, the SaaS Services listed above up to the specified quantity. Unless otherwise specified in the Agreement, the SaaS Term begins on the Term Start Date (defined below) and continues for 36 months. SaaS Support: Premium Support and Maintenance Services are included with SaaS Services during the SaaS Term for no additional fee.

2 **Term License Software**

SailPoint will provide access to, and Customer may use, the Term License Software listed above up to the specified quantity during the License Term. Unless otherwise specified herein, the License Term begins on the date SailPoint provides Customer with instructions to access the Term License Software and continues for 36 months. Software Support: Premium Support and Maintenance Services are included with Term License Software during the License Term for no additional fee.

3 **Other Services: Set Up and Professional Services**

If Professional Services are listed above, SailPoint will perform the specified number of hours of Professional Services as mutually agreed by SailPoint and Customer by executing a Statement of Work or otherwise. Pricing quoted for Professional Services does not include any travel or other reimbursable expenses. Customer has 1 year from the Term Start Date to engage SailPoint to perform all hours of Professional Services listed above. Following the expiration of the year, Customer will not be entitled to a refund for any remaining purchased but unused hours of the Professional Services. If Expert Services package is purchased, the Project Manager's time will be billed to the Project Management and Oversight task on the project and will equal 5% of the total time for the SOW. Project Manager time is non-transferrable to other Resource Roles.

**Other Services: Training**

Any eLearning Subscription listed above entitles Customer to enable the specified number of concurrent named users with unlimited access to eLearning courses in Identity University during the Training Term. Unless otherwise specified herein, the Training Term begins on the date SailPoint provides Customer with instructions on how to enable its named users for the eLearning Subscription and continues for 36 months. Customer may name new named users up to the specified number of concurrent named users for the subscription at any point during the current Training Term. After being named, Customer may not replace a named user with a newly named user for the remainder of the current Training Term. Customer may apply any training credits/units listed separately above toward any available eLearning course offered through SailPoint Identity University. Pricing for e-Learning courses does not include travel or other reimbursable expenses. Customer has 1 year from Term Start Date to apply all training credits/units listed separately above to eLearning courses. Following the expiration of the year, Customer will not be entitled to a refund for any remaining purchased but unused training credits/units.

**Definitions**

**Identity Cube** means a unique collection of identity data for an individual human, a non-human bot, or other user that will be managed by SailPoint SaaS Services or Software. The actual types of Identity Cube are as follows:

**Internal** means any entity or person that is an employee or contractor to whom a customer provides access to internal or external systems as part of the customer's normal business operations. An Internal Identity Cube may be used instead of any of the other types listed below.

**Business Partner** means non-employees or contractors - with a limit of 5 sources - who will be accessing Customer's network as part of the Customer's normal business operations (e.g., providing access to a quoting system for independent insurance brokers).

**Lite User** means entities, employees, contractors, alumni, or former employees - with a limit of 5 sources - who do not interact daily with the software as part of the customer's normal business operations.

**Non-Human** means a preconfigured software instance that uses business processes and/or artificial intelligence to complete the autonomous execution of one or more processes, activities, transactions, and/or tasks in one or more systems to deliver work output. This includes IoT devices that can be used to automate processes, monitor/control operations, and even optimize supply chains. In each case, the RPA, Bot, or IoT device has access to one or more systems or applications, and that access needs to be governed like any other Identity. This excludes service accounts that are used to run and manage applications in databases or operating systems. Only applicable to Identity IQ Software.

**Inactive** means a unique collection of Identity data for an individual human or non-human bot that no longer is associated with the Customer. Inactive Identity Cubes cannot manage passwords, certify access, or be provisioned. Accounts contained in these cubes are disabled so they cannot access customer IT resources. Customer is entitled to store Inactive Identities Cubes, up to thirty percent (30%) of the combined total identities across all types of Identity Cubes (i.e., Internal, Business Partner, etc.) Only applicable to SailPoint SaaS Services.

**SailPoint Identity Security Cloud Suites:**

**SailPoint Identity Security Cloud Business** – suite includes the following:

- IdentityNow Access Certification;
- IdentityNow Separation of Duties;
- IdentityNow Access Request;
- IdentityNow Provisioning;
- SailPoint Access Insights; and
- SailPoint Recommendation Engine

**SailPoint Identity Security Cloud Business Plus** - suite includes SailPoint Identity Security Cloud Business suite plus the following:

- SailPoint Cloud Access Management;
- SailPoint SaaS Management; and
- SailPoint Access Modeling.

**Source** means a Customer-specified application for reading from and—if supported by the specific system—writing changes to user accounts. The connection to a source can be managed via connectors, e.g., a customer employee using the SailPoint SaaS Service or Software to connect to a customer-approved HR system or expense reporting application.

**Governing Agreement**

Customer, by its execution of this Quote, or incorporation of this Quote by reference into a Customer purchase order, hereby orders and purchases for delivery the SaaS Services, Software and/or Other Services identified by Part # herein ("Products"). Customer's use of each Product on this Quote is governed by Contract Control Number TECHS-201955501-00 executed between the parties on February 28, 2020 and the Software as a Service Addendum subsequently executed between the parties ("Agreement"). In the event of a conflict between this Quote and the Agreement, this Quote shall prevail for purposes of this transaction only.

Any additional terms and conditions seeking to impose obligations on either party outside of the Agreement that are not part of mutually executed written amendment to the Agreement shall have no force or effect. This includes but is not limited to any terms that are presented to SailPoint by or on behalf of Customer as part of Customer's vendor's registration, invoicing, or other similar process, even if SailPoint has accepted them as a technical matter to facilitate Customer's payment.

**Termination for Convenience - Annual Appropriation**

If Customer is a federal, state, or local government entity that derives all or part of its funding from a legislature or governing body ("governing body") for payment of products or services under this Quote, the payment obligations of Customer under this Quote shall be contingent upon budgetary appropriation by its governing body. If such governing body does not allocate funds to Customer for the full payment of the products or services to be provided under this Quote, this Quote may be terminated by Customer at the end of the period for which funds have been allocated. Customer shall notify SailPoint in writing at the earliest possible time but not later than 60 days prior to the date of termination. Customer shall be liable for, and pay to SailPoint, the Quote price prorated for any products or services provided up to the date of termination under this Section. No penalty will accrue to Customer in the event this provision is exercised, and Customer shall not be obligated or liable for any future payments due or any damages as a result of termination under this Section.

**Invoicing and Payment**

All pricing is in USD and excludes any applicable sales or use tax which will be added to the invoice(s) as a separate line item if applicable. Payment is due according to the terms of the Agreement.

**Payment Schedule**

Payment No.	Amount Due	Invoice Date	Description
1	\$467,000.00	Term Start Date	First year term fee plus setup and/or training fee (if included)
2	\$397,000.00	12 months from Term Start Date	Year 2 term fee

3	\$397,000.00	24 months from Term Start Date	Year 3 term fee
<b>Total</b>	\$1,261,000.00		



Term Start Date

Unless otherwise stated above for specific Products, the Term start date for this Quote is the date on which SailPoint provides the Customer with instructions to access the Products listed on this Quote.



## EXHIBIT D, SOFTWARE AS A SERVICE ADDENDUM

This Software as a Service Addendum (“**SaaS Addendum**”) is entered into between SailPoint Technologies, Inc. (“**SailPoint**”), and City and County of Denver, a municipal corporation of the State of Colorado (“**Customer**”).

WHEREAS, SailPoint and Customer entered into that certain Contract Control Number TECHS-201955501-00 dated February 28, 2020 (the “**Agreement**”), applicable to the license of certain SailPoint software and the provision/receipt of certain related services;

WHEREAS, SailPoint is also a provider of SaaS Services and Customer wishes to obtain access to the same under the terms of this SaaS Addendum; and

WHEREAS, the parties desire that this SaaS Addendum supplement the Agreement and set out the terms and conditions between them for the purposes of any SaaS Order attached hereto and subsequent SaaS Orders that Customer may place with SailPoint or a Partner, from time to time.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants hereinafter set forth, the parties agree to the terms hereof and cause this SaaS Addendum to be executed and effective as of the date of last signature below (the “**SaaS Addendum Effective Date**”).

### Software as a Service Addendum Terms and Conditions

#### 1. Definitions

As used in this SaaS Addendum:

“**Affiliate**” is an entity that controls, is controlled by or shares common control with, SailPoint or Customer, where the control arises from either (a) a direct or indirect ownership interest of more than 50% or (b) the power to direct or cause the direction of the management and policies, whether through the ownership of voting stock by contract, or otherwise, equal to that provided by a direct or indirect ownership of more than 50%.

“**Customer Data**” means all electronic data and information submitted by or on behalf of Customer to the SaaS Services, excluding Usage Data (as defined under Section 4.4 of these Terms and Conditions).

“**Customer Personal Data**” means all Customer Data relating to an identified or identifiable natural person, household or device.

“**Documentation**” means the user guides, online help, and release notes, provided or made available by SailPoint to Customer regarding the use or operation of the SaaS Services.

“**DPA**” means the provisions detailed in SailPoint’s Data Processing Addendum found under Associated Documentation on SailPoint’s Customer Agreement website available through <https://www.sailpoint.com/legal/> or as otherwise separately agreed and executed by the parties.

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

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

“**Other Services**” means, collectively or individually, all technical and non-technical consulting and advisory services identified in a SaaS Order as Professional Services (which may be identified as “Setup Services” or “Expert Services”) or Training Services purchased by Customer and performed or delivered by SailPoint under this SaaS Addendum. As used in this SaaS Addendum, the term “Other Services” does not include Support.

“**Partner**” means a third party that has an agreement with SailPoint that authorizes the third party to resell specific SaaS Services and Other Services to Customer.

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

“**SaaS Order**” means the quotation, statement of work, or an ordering document (including online order form) accepted by Customer through either: (i) Customer’s signature on the SailPoint or Partner quote; or (ii) the issuance of a purchase order or other ordering document submitted to SailPoint (directly or indirectly through a Partner or Marketplace) to order the SaaS Services and/or Other Services on Customer’s behalf, which references the SaaS Services and/or Other Services, pricing and other applicable terms set forth in an applicable SailPoint quote or ordering document. Orders do not include any preprinted terms on a Customer purchase order or other terms on a purchase order that are inconsistent with or additional to the terms of this Agreement.

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

“**Sensitive Data**” means any data that constitutes sensitive personal data or like terms under applicable data privacy laws, intellectual property, proprietary business models, and any data which may be subject to the Health Insurance Portability and Accountability Act, Gramm-Leach-Bliley Act, the Payment Card Industry Data Security Standards, or similar laws, including social security or other government-issued identification numbers, medical or health information, account security information, individual financial account information, credit/debit/gift or other payment card information, account passwords, individual credit and income information.

“**Services**” means the SaaS Services, SaaS Support, and Other Services.

“**Source**” means, if applicable to the SaaS Services to which Customer has subscribed, a Customer managed target system for reading data from and, if supported by the specific system, writing changes to user accounts.

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

“**User**” means an employee or independent contractor of Customer or Customer’s Affiliates that Customer authorizes to use the SaaS Services on Customer’s behalf to manage Identity Cubes.

## 2. SaaS Services

- 2.1. **Provision of SaaS Services.** During the Subscription Term, SailPoint grants Customer a limited, non-exclusive, non-transferrable (except in accordance with Section 9.1 (Assignment), non-sublicensable right to access and use the SaaS Services in accordance with the Documentation, solely for Customer’s internal business operations, in each case subject to the terms of this SaaS Addendum, including, if applicable, the number of Identity Cubes and Sources documented in the SaaS Order. Customer agrees that its purchase of the Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by SailPoint with respect to future functionality or features.
- 2.2. **Required Software.** Customer acknowledges that use of certain SaaS Services requires the installation of the Required Software as a pre-requisite for using such SaaS Services. Customer agrees to install such Required Software, including any required updates if and when available. To the extent applicable to the SaaS Services to which Customer has subscribed, SailPoint hereby grants to Customer a limited, non-exclusive, non-transferable (except in accordance with Section 9.1 (Assignment), non-sublicensable license to install, execute, copy, display, or otherwise use the Required Software in accordance with the Documentation, solely in connection with the Services, during the Subscription Term, in each case subject to the terms of this SaaS Addendum.
- 2.3. **Users.** Customer will cause Users to abide by the terms of this SaaS Addendum. Any action or omission of a User, which, if attributable to Customer would constitute a breach of this SaaS Addendum by Customer, will be deemed to be a breach of this SaaS Addendum by Customer. SailPoint may terminate or suspend any User’s access to the SaaS Services for any breach without notice.
- 2.4. **SaaS Support.** Subject to Customer’s payment of all applicable fees and during the Subscription Term, SailPoint will provide Customer with support services (the “**SaaS Support**”) in accordance with SailPoint’s Support Policy attached hereto. Customer acknowledges that the Support Policy is subject to technical progress and development and that SailPoint may update or modify the Support Policy from time-to-time provided that such updates and modifications do not result in a material degradation of the Support Policy. Such updates or modifications shall be is available in the SailPoint Support Policy posted on SailPoint’s Customer Agreement website available through <https://www.sailpoint.com/legal/>. Support is included with Customer’s purchase of the applicable SaaS Services at no additional charge. An upgrade to higher level support services (e.g., Platinum Plus) may be available for an additional charge. SailPoint provides Support and associated Documentation in the English language.

- 2.5. Service Level Agreement. The SaaS Service Level Agreement (“**SLA**”) for the production instance of the SaaS Services is set forth in the SailPoint Support Policy.

### 3. Customer Responsibilities and Restrictions

- 3.1. Customer Responsibilities. Customer is responsible for all activities conducted by it or through the accounts of its Users on the SaaS Services. Except for SailPoint’s obligations described in Section 26 (Confidential Information; Open Records) of the Agreement and Section 8 (Data Security and Processing) of this SaaS Addendum, Customer shall (i) have sole responsibility for the accuracy, security quality, and legality of the Customer Data and the means by which Customer acquired the Customer Data and the right to provide the Customer Data for the purposes of this SaaS Addendum (including ensuring the receipt of all permissions from individuals and other third parties as may be necessary in order to provide the Customer Data for the purposes contemplated in this SaaS Addendum); (ii) be responsible for the security and confidentiality of Customer’s and its Users’ account information; (iii) be responsible for maintaining a back-up of all Customer Data; (iv) have sole responsibility of the export of all Customer Data in compliance with all data residency and data restrictions requirements for any applicable countries (including but not limited to Russia and People’s Republic of China), prior to connecting any Source to the SailPoint Offerings; and (v) prevent unauthorized access to, or use of, the Services, and notify SailPoint promptly of any such unauthorized access or use. Customer acknowledges that SailPoint exercises no control over the Customer Data transmitted by Customer or Users to or through the SaaS Services. SailPoint may impose limits on the use of or access to the SaaS Services as required by applicable law.
- 3.2. Compliance with Laws. Customer shall comply with all applicable local, state, national, (“**laws**”) in connection with its use of the Services, collection and other processing of all Customer Data, and performance under this SaaS Addendum, including those laws related to employment, data privacy and protection. Customer acknowledges that SailPoint exercises no control over the Customer Data transmitted by Customer or Users to or through the SaaS Services. SailPoint may impose limits on the use or access to the Services as required by applicable law.
- 3.3. Restrictions. Customer and its Users shall not, and shall not permit any third party to: (i) copy or republish the Services; (ii) make the Services available to any person other than Users; (iii) rent, lend, sell, sublicense, or use the Services to provide service bureau, time-sharing or other services to third parties; (iv) send or store in the SaaS Services any Sensitive Data, which such Sensitive Data is not necessary for SailPoint to provide the Services, or connect to SaaS Services in any country that has data residency or data transmission restrictions, including, but not limited to, Russia and the People’s Republic of China; (v) send or store viruses, spyware, ransomware, timebombs, Trojan horses, or other harmful or malicious code, or files to or in connection with the Services; (vi) send or store infringing, offensive, harassing or otherwise unlawful material in connection with the Services; (vii) modify or create derivative works based upon the Services or Documentation; (viii) remove, modify, or obscure any copyright, trademark, or other proprietary notices contained in the Services or Documentation; (ix) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code used or embodied in the SaaS Services, which for the avoidance of doubt includes the related algorithms, methods, and techniques; (x) access or use the Services or Documentation in order to build a similar or competitive product, or (xi) exploit the Services or Documentation in any unauthorized way whatsoever, including by trespassing or burdening network capacity. If for some reason these restrictions are prohibited by applicable law or by an agreement SailPoint has with one of its licensors, then the activities are permitted only to the extent required to comply with such law or agreement.

### 4. Intellectual Property

- 4.1. Ownership and Reservation of Rights of SailPoint Intellectual Property. Notwithstanding any provision in the Agreement to the contrary, SailPoint, its affiliates and its licensors own and, except for the limited rights expressly granted to Customer under this SaaS Addendum, retain all right, title, and interest in and to the Services, Documentation and any other materials provided by SailPoint or its licensors under this SaaS Addendum, including all modifications and derivative works related thereto and intellectual property rights therein. No rights are granted to Customer under this SaaS Addendum other than expressly set forth in this SaaS Addendum. Customer agrees not to claim or assert title to or ownership of the SaaS Services.
- 4.2. Rights in Customer Data. As between SailPoint and Customer, Customer owns the Customer Data. Customer hereby grants and agrees to grant to SailPoint and its affiliates a limited-term, worldwide, non-exclusive, transferable, sublicensable, royalty-free license to host, copy, transmit, display, and process the Customer Data as reasonably necessary to (a) provide the Services to Customer and (b) monitor, modify, and improve (including develop) the SaaS Services; *provided, however*, that with respect to any such Customer Data that constitutes Customer Personal Data, the use described in (b) shall not include building or modifying household or consumer profiles, or cleaning or augmenting data acquired from another source.
- 4.3. Feedback. To the extent Customer or any of its Users provides any suggestions for modification or improvement or other comments, code, information, know-how, or other feedback (whether in oral or written form) relating to the Services (“**Feedback**”), Customer hereby grants to SailPoint a perpetual, irrevocable, worldwide, non-exclusive, transferable,

sublicensable, royalty-free license to use and commercially exploit the Feedback in any manner SailPoint sees fit without accounting or other obligation.

- 4.4. **Statistical Usage Data.** SailPoint may collect, retain, and use, during and after the Subscription Term for purposes of SailPoint's business, usage data that is derived from the operation of the SaaS Services, including patterns identified through the use of the SaaS Services and algorithms, log data, and data regarding the performance and availability of the Services ("**Usage Data**"). If SailPoint provides Usage Data to any third party (for example, a report on the aggregate number of identities governed with SailPoint's SaaS Services), such Usage Data shall be aggregated and anonymized so as not to disclose Customer's or any User(s) identity.

## 5. **Orders and Payment**

- 5.1. **Orders.** Customer may purchase Services by either (a) entering into a SaaS Order with SailPoint or (b) entering into a SaaS Order with a Partner that is subsequently acknowledged by SailPoint in writing or following notification of a SaaS Order to SailPoint from the Partner, SailPoint sends a delivery notice to Customer via email. Each SaaS Order with SailPoint shall be signed by both Customer and SailPoint or issued by SailPoint and acknowledged by Customer via the issuance of a purchase order that incorporates by reference the applicable SaaS Order and subsequently accepted by SailPoint. All SaaS Orders placed through a Partner will be subject to pricing mutually agreed to between Customer and Partner. All Services purchased by Customer through either SailPoint or a Partner shall be governed exclusively by this SaaS Addendum and subject to the applicable SaaS Order.

### 5.2. **Fees; Invoicing and Payment.**

5.2.1. **Direct Purchases from SailPoint.** For direct purchases with SailPoint, all fees for the Services shall be set forth in the applicable SaaS Order. Unless otherwise provided in the SaaS Order, SailPoint shall invoice Customer for all fees described therein on or promptly following the SaaS Order effective date.. Except as expressly provided otherwise herein, fees are non-refundable, non-cancellable and not subject to set-off. All fees shall be stated in and paid by the Customer in the currency stated in each SaaS Order. If any fees (except with respect to charges then under reasonable and good faith dispute) remain unpaid by their due date, in addition to any other rights or remedies it may have under this SaaS Addendum or by matter of law, (i) SailPoint reserves the right to suspend the Services upon thirty (30) days written notice, until such amounts are paid in full d. Suspension of the Services under this section shall not release Customer of its payment obligations under this SaaS Addendum.

5.2.2. **Purchases Through a Partner.** For any Services purchased by Customer through a Partner, the pricing and payment terms are established through the order or agreement entered into by and between Customer and such Partner ("**Partner Order**") and all payments will be made directly to Partner. If a Partner is entitled to terminate or suspend any Services purchased by Customer through such Partner pursuant to the Partner Order and notifies SailPoint of such, SailPoint may suspend or terminate the Services identified by such Partner. Subsequently, if Partner notifies SailPoint that Customer is entitled to reinstatement of any Services purchased by Customer through such Partner pursuant to the Partner Order, and Customer is otherwise in compliance with the terms of this SaaS Addendum, SailPoint shall reinstate such Services as soon as reasonably practicable. SailPoint shall not be liable to Customer or to any third party for any liabilities, claims, or expenses arising from or relating to any suspension or termination of Services in accordance with this Section 5.2(b).

- 5.3. **Expenses.** Unless otherwise specified in a SaaS Order, Customer will reimburse SailPoint for all pre-approved in writing, out-of-pocket travel and related expenses incurred in performing the Other Services. SailPoint will include reasonably detailed documentation of all such expenses with each related invoice.

## 6. **Term, Subscription Term, Suspension, and Termination**

- 6.1. **Term.** The term of this SaaS Addendum shall begin on the Effective Date and continues until the stated Subscription Term in all SaaS Orders has expired or has otherwise been terminated.

- 6.2. **Suspension for Ongoing Harm.** SailPoint reserves the right to suspend delivery of the SaaS Services if SailPoint reasonably concludes that Customer or a User's use of the SaaS Services is violating the law or causing immediate and ongoing harm to SailPoint or the security, integrity, or availability of the SaaS Services. SailPoint will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension. In the extraordinary case that SailPoint must suspend delivery of the SaaS Services, SailPoint shall promptly notify Customer of the suspension and the parties shall diligently attempt to resolve the issue. SailPoint shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to any suspension of the SaaS Services in accordance with this Section 6.2. Nothing in this Section 6.2 will limit SailPoint's other rights under this Section 6.

- 6.3. **Retrieval of Customer Data.** During the Subscription Term, Customer may extract Customer Data from the SaaS Services at any time using SailPoint's standard web services. Upon request by Customer made at least thirty (30) days prior to the effective date of the termination of the applicable Subscription Term, at no cost for a maximum of thirty (30) days following

the termination, SailPoint will make a file of the Customer Data then-currently stored in the SaaS Services available to Customer for download. After the thirty (30)-day period, SailPoint shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, be entitled to delete all Customer Data from SailPoint's servers; provided, however, that SailPoint will not be required to remove copies of the Customer Data from its backup servers until such time as the backup copies are scheduled to be overwritten in the normal course of business. In all cases SailPoint will continue to protect the Customer Data in accordance with Section 26 (Confidential Information; Open Records) of the Agreement for so long as the Customer Data remains on its backup servers..

- 6.4. Effect of Termination.** Upon expiration or termination of this SaaS Addendum, all licenses to the Required Software and access to the SaaS Services granted to Customer under this SaaS Addendum and all Orders placed hereunder shall immediately terminate and Customer will cease using the SaaS Services, (except as permitted under Section 6.3 (Retrieval of Customer Content)) and SailPoint Confidential Information provided with respect to the Services hereunder. Expiration or termination of this SaaS Addendum for any reason other than termination by Customer for a material breach by SailPoint shall not relieve Customer of the obligation to pay all future amounts due under all SaaS Orders. In addition to the sections surviving pursuant to Section 30 (Survival of Certain Provisions) in the Agreement, Sections 3.3 (Restrictions), 4 (Intellectual Property), 5.2 (Fees; Invoicing and Payment), 6.4 (Effect of Termination), 7.2 (Disclaimer), and 9 (General Provisions) of this SaaS Addendum shall survive the expiration or termination of this SaaS Addendum for any reason.

## **7. Warranties and Remedies, and Disclaimers**

### **7.1. Warranties and Remedies.**

**7.1.1. General.** Each party represents and warrants that it has the legal power and authority to enter into and perform under this SaaS Addendum. SailPoint shall comply with all laws applicable to SailPoint in its performance hereunder.

**7.1.2. SaaS Services.** SailPoint warrants that during the Subscription Term the SaaS Services will perform substantially in accordance with the Documentation. As Customer's exclusive remedy and SailPoint's sole liability for breach of the warranty set forth in this Section 7.1.2, (i) SailPoint shall correct the non-conforming SaaS Services at no additional charge to Customer, or (ii) in the event SailPoint is unable to correct such deficiencies after good-faith efforts and within a commercially reasonable timeframe, Customer shall be entitled to terminate the applicable SaaS Services and SailPoint will refund Customer a pro-rata portion of any prepaid fees attributable to the defective SaaS Services paid by Customer to SailPoint from the date SailPoint received the notice contemplated in the next sentence. To receive warranty remedies, Customer must promptly report deficiencies in writing to SailPoint, but no later than thirty (30) days of the first date the deficiency is identified by Customer. The warranty set forth in this Section 7.1.2 shall apply only if the applicable SaaS Services has been utilized in accordance with the Documentation, this SaaS Addendum, and applicable law.

**7.1.3. Other Services.** SailPoint warrants that the Other Services will be performed in a professional manner consistent with applicable industry standards. As Customer's exclusive remedy and SailPoint's sole liability for breach of the warranty set forth in this Section 7.1.3, SailPoint will, at its sole option and expense, promptly re-perform any Other Services that fail to meet this limited warranty or refund to Customer the fees paid for the non-conforming portion of the Other Services.

- 7.2. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SAILPOINT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, ACCURACY OF INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, NON-INTERFERENCE WITH ENJOYMENT OR OTHERWISE. SAILPOINT DOES NOT WARRANT THAT THE SAAS SERVICES WILL BE ERROR FREE OR UNINTERRUPTED. SAILPOINT MAKES NO WARRANTY REGARDING ANY NON-SAILPOINT APPLICATION WITH WHICH THE SAAS SERVICES MAY INTEROPERATE. THE LIMITED WARRANTIES PROVIDED IN THIS SECTION 7 ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE SUBJECT MATTER OF THIS SAAS ADDENDUM.

## **8. Data Security and Processing**

- 8.1. Security Program.** SailPoint will maintain commercially reasonable standards for the administrative, physical, and technical safeguards designed to protect the security, integrity, availability, and confidentiality of Customer Data, including security measures designed to prevent a Security Incident. As used in this Agreement, "Security Incident" means any unauthorized or unlawful breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Customer Personal Information or Customer Data on systems managed by or otherwise controlled by SailPoint. SailPoint's current security measures are described in the SailPoint Data Security Program under Associated Documentation on SailPoint's Customer Agreement website available through

<https://www.sailpoint.com/legal/>. The SailPoint Data Security Program is subject to change at any time without notice provided that any change shall not materially diminish SailPoint's information security obligations described therein. With respect to the SaaS Services listed at <https://www.sailpoint.com/legal/saas-services/>, SailPoint will operate in conformance with the physical, technical, operational, and administrative measures and protocols regarding data security that are set forth in its then-current Service Organization Control 2 (SOC 2) Type 2 Report(s) (or equivalent report(s)), received from its third-party auditors. Notwithstanding anything to contrary in this Agreement, or any policy or terms referenced herein via hyperlink (or any update thereto), SailPoint may not, during an Order Term, materially diminish the security protections set forth in this Agreement.

- 8.2. Data Processing Addendum.** The DPA sets forth the specific terms and conditions under which SailPoint may receive and process Customer Personal Information from and on behalf of Customer and shall apply with respect to SailPoint's processing of Customer Personal Information in the course of providing the SaaS Services pursuant to this Agreement. In the event of a conflict between the terms of the DPA and this Agreement, the terms of the DPA shall govern.

## **9. General Provisions**

- 9.1. Assignment.** Neither party may assign this SaaS Addendum or otherwise transfer any right or obligation under this SaaS Addendum, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign this SaaS Addendum in its entirety to an acquirer of all or substantially all of the assets or equity of the party to which this SaaS Addendum relates, whether by merger, asset sale, or otherwise provided that, in the event of an assignment by Customer, all fees then due and payable to SailPoint have been paid. Any attempt by a party to assign or transfer its rights or obligations under this SaaS Addendum other than as permitted by this Section 9.1 shall be void and of no effect. Subject to the foregoing, this SaaS Addendum shall be binding upon and inure to the benefit of the parties' successors and permitted assigns. Either party may employ subcontractors in performing its duties under this SaaS Addendum, provided, however, that the party shall not be relieved of any obligation under this SaaS Addendum and subject (as applicable) to the sub-processing terms of the DPA.

\*\*\* End of SaaS Addendum \*\*\*



## SAILPOINT SUPPORT POLICY

This SailPoint Support Policy (“**Support Policy**”) describes SailPoint’s Support programs and policies available to any customer with an active subscription to SaaS Services or Software (each, a “**SailPoint Offering**”) or a combination of both, for use in accordance with the applicable SailPoint customer agreement in effect between SailPoint and the customer (the “**Agreement**”). Except as otherwise modified or defined herein, capitalized terms shall have the same meaning as in the Agreement and/or the applicable Order.

### 1. Definitions.

“**Business Hours**” or “**Local Business Hours**” means, for each customer, Monday-Friday, 8am-6pm (08:00-18:00 hours) in the local time zone chosen by the customer, excluding local holidays.

“**Fix**” or “**Bug Fix**” means SailPoint’s repair or replacement of a SailPoint Offering in the form of a patch or e-fix to remedy a Problem such that the functionality of the SailPoint Offering is substantially restored to conformity with the Documentation.

“**Problem**” means a defect in a SailPoint Offering such that it does not work in accordance with the applicable Documentation, and which significantly degrades one or more features or the functionality of the SailPoint Offering.

“**Respond**” means acknowledgement of SailPoint’s receipt of a customer’s notice of a Problem via an email to the customer’s designated support contact containing SailPoint’s assigned support engineer name, the date and time assigned, the Problem Priority Level (set forth herein) assigned to the Problem, and other information.

“**Updates and Enhancements**” means all extensions, enhancements, and other changes that SailPoint, at its sole discretion, makes or adds to a SailPoint Offering, and which SailPoint furnishes, without charge, to all customers who are entitled to Support for the same SailPoint Offering.

“**Workaround**” means a change to customer’s procedures, or to data supplied by a customer, suggested by SailPoint to help the customer avoid a Problem without substantially impairing the customer’s use of the affected SailPoint Offering.

### 2. Support Offerings.

**PREMIUM SUPPORT:** Customers who purchase SailPoint’s Offerings will receive Premium Support in accordance with this Support Policy for no additional fee during the applicable Order Term stated in the applicable Order.

**SUPPLEMENTAL SUPPORT:** Supplemental Support may be available for an additional fee as an add-on to the Premium Support otherwise included with a subscription to a SailPoint Offering. SailPoint provides any generally available Supplemental Support in accordance with the applicable Support Policy posted with Customer Agreements under Associated Documentation at [www.sailpoint.com/legal/](http://www.sailpoint.com/legal/) (or otherwise upon request).

### 3. Premium Support Terms:

#### a. Premium Support

...for all SailPoint Offerings shall include the following:

- Support to customer during customer’s Local Business Hours.
- Telephone or electronic support to help a customer identify, locate and correct Problems.
- Bug Fixes.
- Updates and Enhancements.

... and for customers using Software shall also include:

- replacement of the Software at no charge if the media becomes destroyed or damaged so that the Software becomes unusable.



**b. Premium Support Response and Resolution Goals**

<i>*Problem Priority Level</i>	<i>Problem Priority</i>	<i>Target Response Times</i>	<i>Resolution Goal</i>
<b>1</b>	A SailPoint Offering is completely unavailable or seriously impacted by a Problem, and there is no reasonable workaround currently available for the Problem.	SailPoint will Respond within 30 minutes.	After SailPoint Responds, SailPoint will begin continuous work on the Problem provided that a customer resource is available at any time to assist SailPoint with Problem determination. SailPoint will use commercially reasonable efforts to provide a Workaround or Fix within 8 hours once the Problem is reproducible or once SailPoint has identified the defect causing the Problem. SailPoint may incorporate a Fix for the Problem in a future release of the Software/SaaS Service.
<b>2</b>	A SailPoint Offering is seriously affected by a Problem. The Problem is not critical, and the Problem Priority does not rise to a Problem Priority Level 1. There is no workaround currently available for the Problem or the workaround is cumbersome to use.	SailPoint will Respond within 1 Business Hour.	SailPoint will undertake commercially reasonable efforts to provide a Workaround or Fix for the Problem within 3 business days.
<b>3</b>	A SailPoint Offering is moderately affected by a Problem. The Problem is not critical, and the system has not failed. The Problem has been identified and does not hinder normal operation, or the Problem may be temporarily circumvented using an available workaround.	SailPoint will Respond within 4 Business Hours.	SailPoint will undertake commercially reasonable efforts to provide a Workaround or Fix for the Problem within 7 business days.
<b>4</b>	Non-critical Problems, general questions, or situations involving a SailPoint Offering where functionality does not appear to match documented specifications but has no business impact.	SailPoint will Respond within 8 Business Hours.	SailPoint will undertake commercially reasonable efforts to provide an answer within 10 business days. Resolution of a Problem may appear in a future release of the SailPoint Offering.

**\*Problem Priority Level.** Customer will select the priority for initial response when Customer submits the initial case. Once a SailPoint Customer Success Manager (“CSM”) has received the case, the CSM may change the priority in good faith if the issues do not conform to the criteria set forth above for the selected priority. The CSM assigned to the case will notify Customer of any such change of priority level.

- 4. Accessing Premium Support.** SailPoint offers several ways to help customers resolve technical difficulties:
- a. There is online help available in each SailPoint Offering which can be accessed by clicking the “Help” tab when logged into the SailPoint Offering. Customers may also access function-specific help information within the SailPoint Offering using the ‘?’ option in the menu bar.
  - b. SailPoint’s Compass online community (<https://community.sailpoint.com>) is available 24x7 for self-service technical assistance including:
    - Downloading software updates and patches (by Software licensees)
    - Viewing updates to supported platforms and hardware (by Software licensees)
    - Accessing SailPoint’s knowledgebase, product documentation, technical articles, and FAQs
    - Viewing supported platforms and hardware
  - c. SailPoint and customers use SailPoint’s online support portal (<http://www.sailpoint.com/services/online-support>) to identify and manage customer support cases and includes:
    - Logging support cases and case communication
    - Submitting new product enhancements
    - Support Policy documentation
    - Reporting status of cases
  - d. SailPoint’s support-dedicated email address is [support@sailpoint.com](mailto:support@sailpoint.com). Local and toll-free support phone numbers are listed in SailPoint’s Compass online community.
  - e. Access to Support is available to a maximum of 10 named contacts per customer, who are named on a list to be provided to SailPoint by customers and maintained by each customer.
- 5. Software Additional Support Terms.**
- a. **Software Support – Term License Software.** SailPoint will provide Software Support at no additional cost during the License Term identified for Term License Software in the applicable Order.
  - b. **Scope of Coverage.** A customer must purchase Software Support for all Software licensed at an installation site in order to receive maintenance updates for the Software. In accordance with the Agreement, a customer may not remove any software components or reduce the quantity of components from coverage under Software Support.
  - c. **Additional Instances.** SailPoint provides Software Support for a single production instance of the Software. A customer may purchase Software Support for additional production instances of the Software (i.e., for Software installed at a different location or used concurrently in production with a different configuration) if the customer deploys additional production instances of the Software for an Affiliate, business unit, division or other group as allowed under the Agreement. For clarification, a customer’s establishment of a redundant or mirror site for backup, load share, or archive purposes does not count as a separate instance.
  - d. **Software Supported Version Timelines.** SailPoint supports each version of the Software for a fixed period following its release. The support timelines for Software versions with an end of life support date, are detailed at <https://community.sailpoint.com/t5/Other-Documents/IdentityIQ-and-File-Access-Manager-End-of-Life-Policy/ta-p/77580>. Once a Software version is no longer supported, it is considered to be at End of Support. Software at End of Support is no longer eligible for Software Support, and any Software or associated Documentation that are not compatible with then-current supported Software will no longer be available to customers.

**6. SaaS Services Additional Support Terms.**

- a. SailPoint’s Service Level Agreement (“**SLA**”) for each production instance of the SaaS Services is at least 99.9% Service Availability during each calendar month of a customer’s paid-up SaaS Term. System Availability for the SaaS Services is calculated for each calendar month of the applicable SaaS Term by dividing X by Y and multiplying the result by 100, with X and Y determined as follows:

$$X = \left\{ \left( \begin{array}{c} \text{total minutes during} \\ \text{which the user interface} \\ \text{of the SaaS Services in} \\ \text{a customer’s production} \\ \text{instance are available in} \\ \text{the month} \end{array} \right) - \left( \begin{array}{c} \text{total minutes} \\ \text{of scheduled} \\ \text{maintenance} \\ \text{in the month} \end{array} \right) \right\}$$

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$$Y = \left\{ \left( \begin{array}{c} \text{total minutes} \\ \text{in the month} \end{array} \right) - \left( \begin{array}{c} \text{total minutes} \\ \text{of scheduled} \\ \text{maintenance} \\ \text{in the month} \end{array} \right) \right\}$$

For purposes of calculating System Availability, only the unavailability of the SaaS Services exceeding 30 seconds will apply. SailPoint reserves the right to take the SaaS Services offline for scheduled maintenance for which customers have been provided reasonable notice. SailPoint reserves the right to change its maintenance window upon prior notice to customers.

- b. If SailPoint fails to meet its obligations under the terms of this SLA for (i) three (3) consecutive months or (ii) five (5) months during a calendar year period, then Customer may, in its sole discretion, terminate the Agreement without penalty and SailPoint shall immediately refund to Customer a pro-rata portion of any prepaid fees paid by Customer to SailPoint that cover the remainder of the Term after the effective date of termination. If Customer desires to terminate the Agreement pursuant to this provision, Customer must provide written notice to SailPoint pursuant to the Agreement of such election within ten (10) calendar days of the last day of the three (3) consecutive month period in section (i) of the preceding sentence or the fifth (5th) month in section (ii) of the preceding sentence.
- c. **Exclusions.** A customer shall not have any remedies under the SLA to the extent any SLA Claim is due to unavailability of the SaaS Services resulting from: (a) a Force Majeure Event, (b) issues associated with the customer’s computing devices, local area networks, or internet service provider connections, (c) use of the SaaS Services outside the scope described in the Agreement, or (d) SailPoint’s inability to provide the SaaS Services due to acts or omissions of a customer or any of the customer’s User.
- d. **SLA Claims.** A customer must notify SailPoint customer service via support ticket within five (5) business days from the occurrence of an SLA incident and provide the details of the incident (a “**SLA Claim**”). SailPoint will use log files, database records, audit logs and any other information available to validate an SLA Claim and make a good faith judgment on the applicability of this SLA to the SLA Claim. In the event an SLA Claim is denied, SailPoint shall make the information used to invalidate the SLA Claim available for auditing by Customer at Customer’s request.
- e. **Service Credits.** If System Availability is less than 99.9% in an individual month, and if a customer has fulfilled all of its obligations under the Agreement, then upon the customer submitting – and SailPoint validating – an SLA Claim, SailPoint will issue a Service Credit in the customer’s next invoice, calculated in accordance with the below chart. “**Service Credit**” represents a percentage of the monthly fee associated with the affected SaaS Services. In any given calendar month, Customer shall in no event be entitled to receive a Service Credit that exceeds 50% of its monthly fee for the affected SaaS Services.

% System Availability	Service Credit
< 99.9%	10%
< 99.0%	20%
< 98.0%	30%
< 97.0%	40%
< 96.0%	50%

**f. Alternative Remedies.**

- i. At a customer's election through written request, in lieu of the foregoing Service Credit, SailPoint shall provide a credit to the customer in the equivalent dollar amount as a Service Credit to be used to offset the costs of additional Identity Cubes, a SaaS Term extension, or future SaaS Services renewals.
- ii. The remedies stated in this SLA are a customer's sole remedies and SailPoint's exclusive liability for interruption of SaaS Services and SailPoint's failure to meet System Availability.

- 7. Miscellaneous.** Customers may inquire at any time as to SailPoint's compliance with the provisions of this SLA by way of accessing SailPoint's general status website, located currently at <https://status.identitynow.com>.



# SailPoint Technologies IdentityNow Setup and Foundation

## 1 Setup and Foundation

SailPoint will provide IdentityNow Setup / IdentityNow Foundation by SailPoint Professional Services team in accordance with the terms below:

- SailPoint will endeavor to provide a consistent resource, though a different resource may be engaged in order to respond quickly to client requests.
- Mutually agreed upon blocks of time may be reserved in advance.
- SailPoint Professional Services Team is expected to provide assistance remotely during SailPoint business hours in the applicable time zone.
- The time block and associated rates expire within twelve (12) months of Effective Date
- There are no refunds for unused time

Customer is expected to provide the primary project delivery staff, with SailPoint providing assistance to those resources.

### 1.1 Particulars of Services

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SailPoint IdentityNow Business Plus Setup Services comes with the following components:

- Establish Base Connections
- Delivery Assurance
- Cloud Rules Review
- Access Insights with AI-Driven Identity Security
- Access Recommendations with AI-Driven Identity Security

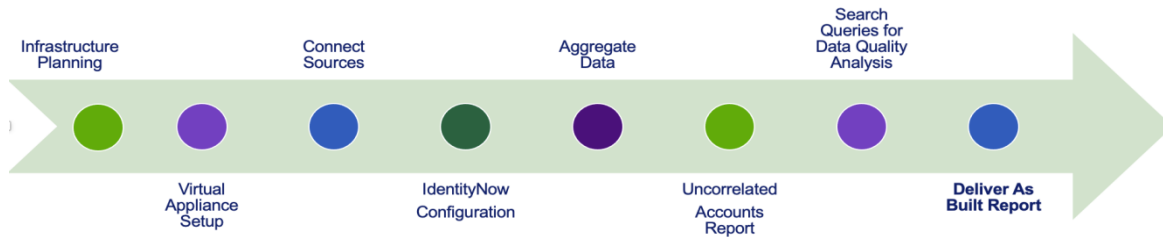
#### 1.1.1 Establish Base Connections

SailPoint Professional Services team will help with the following tasks as part of the Establish Base connections:

- Installation of one Virtual Appliance in Sandbox and one in Production
- Configure the Virtual Appliance and setup connectivity to the IdentityNow platform.
- Configure and test the connectivity to one Authoritative source (Workday, SuccessFactors or similar) and one Authentication Source (LDAP, Database or similar)
- Installation of one IQService in Sandbox and help with production deployment.
- Aggregate accounts data into IdentityNow
- Migrate the configuration to Production tenant.
- Help with generating uncorrelated accounts report.
- Provide an "As Built" document that helps the continuity of the project.

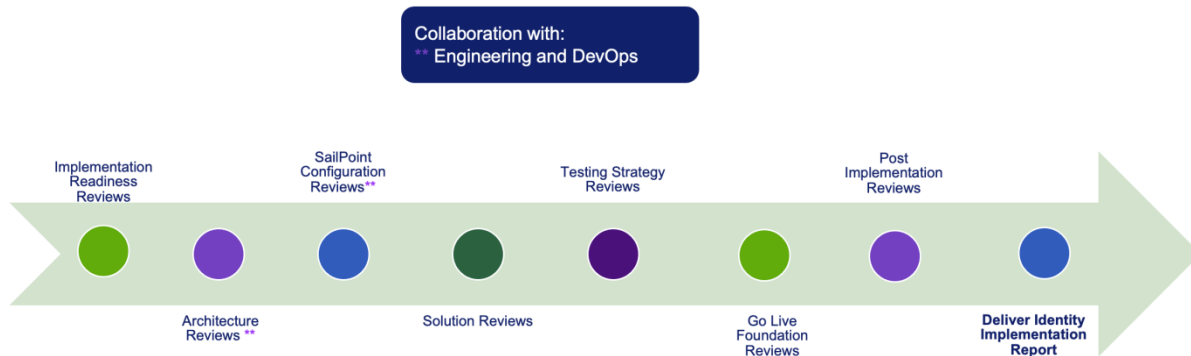


## Exhibit F



### 1.1.2 Delivery Assurance

The Delivery Assurance process is intended to provide checkpoints throughout the engagement to ensure SailPoint recommended practices are being applied. These reviews will be conducted at each major milestone for each new piece of functionality to be added. These checkpoints are described in the subsequent sections below.



### 1.1.3 Cloud Rules Review

IDN is a SaaS multi-tenant solution, and every cloud rule must be validated by rule validator before a rule is deployed. Rule Validator ensures that SailPoint experts catch improper usage of disallowed code fragments and allows us an opportunity to suggest best practices. Setup Services comes with 10 hours of time dedicated for performing these rule reviews. Expert Services tickets can be submitted to get the cloud rules reviewed and deployed into IdentityNow.

### 1.1.4 Access Insights

SailPoint Professional Services will configure AI-Driven Identity Security for Access Insights by performing the following activities:

- Project kickoff, including an optional AI product demo
- Setup and configuration services
  - Assistance with pre-requisites
  - Authentication configuration
  - Assistance with customer security reviews of the AI solution
  - Analysis and configuration of attribute mappings
  - Monitor and validation of collector process health



## Exhibit F

- Dashboard and chart building of up to 3 customer charts or dashboards if required
- Validation testing and assistance
- Hand-off
  - Analysis of customer specific data within Access Insights
  - Knowledge transfer sessions
    - Including data analysis results
  - Project close-out meeting
- Transition
  - Handoff to Support team
  - Initial check-in with Amerisure approximately 30 days post implementation
  - Schedule additional check-ins as needed

### 1.1.5 Access Recommendations

SailPoint Professional Services will configure AI-Driven Identity Security for Access Recommendations by performing the following activities:

- Setup and configuration services for Recommendation Engine (if purchased)
  - Analysis and configuration of Recommendation Engine
  - Validation testing and assistance
- Hand-off
  - Analysis of customer specific data within Recommendation Engine

### 1.1.6 Access Modeling

SailPoint Professional Services will configure AI-Driven Identity Security for Access modeling by performing the following activities:

- Analysis and Configuration of Access Modeling for All Connected Systems
- Access Modeling Workshop
- Usage Training
- Testing Support

The Services to be provided in the setup of IdentityNow shall consist solely of (i) IdentityNow deployment assistance, (ii) program planning, (iii) interface adapter efforts, and/or (iv) formal or non-formal IdentityNow training. SailPoint will not perform any development work, provide custom software, or works for hire under this setup.



# EXHIBIT G, CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/04/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT</b> Willis Towers Watson Certificate Center <b>NAME:</b> <b>PHONE</b> (A/C, No, Ext): 1-877-945-7378 <b>FAX</b> (A/C, No): 1-888-467-2378 <b>E-MAIL</b> ADDRESS: certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> SailPoint Technologies, Inc. 11120 Four Points Dr Suite 100 Austin, TX 78726	<b>INSURER A:</b> Berkley National Insurance Company <b>NAIC #</b> 38911	
	<b>INSURER B:</b> AIG Specialty Insurance Company <b>26883</b>	
	<b>INSURER C:</b> Columbia Casualty Company <b>31127</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** W27669529 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> JEC1 <input checked="" type="checkbox"/> LOC OTHER:			TCP 7021460-10	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			TCP 7021460-10	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			TCP 7021460-10	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	TWC 7021462-10	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<b>Technology Errors &amp; Omissions Including Network and Information Security Liability</b>			01-382-13-40	07/01/2022	07/01/2023	Cyber Technology E&O \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Contract #: TECHS-201952801  
 SEE ATTACHED

<b>CERTIFICATE HOLDER</b>  City and County of Denver Department of Technology Services 201 W. Colfax Ave. Dept. 301 Denver, CO 80202	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

<b>AGENCY</b> Willis Towers Watson Insurance Services West, Inc.	<b>NAMED INSURED</b> SailPoint Technologies, Inc. 11120 Four Points Dr Suite 100 Austin, TX 78726	
<b>POLICY NUMBER</b> See Page 1	<b>EFFECTIVE DATE:</b> See Page 1	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>CARRIER</b>            See Page 1         </td> <td style="width: 50%; vertical-align: top;"> <b>NAIC CODE</b>            See Page 1         </td> </tr> </table>		<b>CARRIER</b> See Page 1
<b>CARRIER</b> See Page 1	<b>NAIC CODE</b> See Page 1	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured with regard to General Liability and Auto Liability. Umbrella follows form.

**INSURER AFFORDING COVERAGE:** Columbia Casualty Company

**NAIC#:** 31127

**POLICY NUMBER:** 652444581      **EFF DATE:** 07/01/2022      **EXP DATE:** 07/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Cyber Technology Errors & Omissions	\$2,500,000 xs of	\$5,000,000